Amendment No. 1
to
Contract No. NA150000132
for
Employee Assistance Program
between
Deer Oaks EAP Services, LLC
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be Januayr 1, 2019 throught December 31, 2019. Two options will remain.

2.0 The total contract amount is increased by $238,243.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/01/2016 – 12/31/2018	$714,729.00	$714,729.00
Amendment No. 1: Option 1 – Extension 01/01/2019 – 12/31/2019	$238,243.00	$952,972.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Alicia Barrera 12/12/18

Printed Name: Alicia Barrera
Authorized Representative
Executive Director
Deer Oaks EAP Services, LLP
128 East Main Plaza, Suite 8
San Antonio, Texas 78205
(210) 569-8213
proposal2@deeroaks.com

Sign/Date: Cyrenthia Ellis 12/14/18

Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

City of Austin
Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

September 3, 2015

Deer Oaks EAP Services, LLC
Greg Brannan
Director of Business Development
126 E. Main Plaza, Ste. 8
San Antonio, TX 78205

Dear Mr. Brannan:

The Austin City Council approved the execution of a contract with your company for employee assistance program services in accordance with the referenced solicitation.

Responsible Department:	Human Resources Department
Department Contact Person:	McKenzie Harding
Department Contact Email Address:	Mckenzie.harding@austintexas.gov
Department Contact Telephone:	512-974-3407
Project Name:	Employee Assistance Program
Contractor Name:	Deer Oaks EAP Services, LLC
Contract Number:	MA 5800 NA150000132
Contract Period:	1/1/2016-12/31/2018
Dollar Amount	$714,729.00
Extension Options:	Three 12-month extension options at $238,243/year
Requisition Number:	5800 15021000195
Solicitation Type & Number:	RFP JRD0305
Agenda Item Number:	32
Council Approval Date:	8/20/2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sandy Wirtanen
Buyer II
City of Austin
Purchasing Office

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Deer Oaks EAP Services, L.L.C. ("Contractor")
for
Employee Assistance Program
MA 5800 NA150000132

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Deer Oaks EAP Services, L.L.C. having offices at 126 E. Main Plaza, Suite 8, San Antonio, Texas 78205 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number Request for Proposal JRD0305.

1.1 **This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, Request for Proposal, JRD0305 including all documents incorporated by reference

1.1.3 Deer Oaks EAP Services, L.L.C. Offer, dated April 16, 2015, including subsequent clarifications

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 **Term of Contract.** The Contract will be in effect for an initial term of thirty six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 **Compensation.** The Contractor shall be paid a total not-to-exceed amount of $714,729 for the initial Contract term and a not-to-exceed amount of $238,243 for each extension option for a total contract amount not to exceed $1,429,458. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 Attachment 0635-Performance Measures attached to the RFP JRD0305 and to the Contractor's Proposal is hereby deleted in its entirety and replaced by Exhibit A attached hereto.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

DEER OAKS EAP SERVICES, L.L.C.	**CITY OF AUSTIN**
LAURA D. DAVIES	JONATHAN DALCHAU / DANIELLE LORD
Printed Name of Authorized Person	Printed Name of Authorized Person
Signature	Signature
CFO	SENIOR BUYER / CORPORATE PURCHASING MGR
Title:	Title:
8·25·15	9/3/2015 / 9/3/2015
Date:	Date:

EXHIBITS
Exhibit A – Attachment 0635-Performance Measures

EXHIBIT A
CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. JRD0305
EMPLOYEE ASSISTANCE PROGRAM
SECTION 0635: PERFORMANCE MEASURES

The following are the City's terms regarding performance measurements. Review this document, comment on each performance measure, and then place in Tab 13 of your Proposal.

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
1.	Transition and Implementation	The Contractor will be fully operational as of 12:01 a.m., January 1, 2016.	2% of annual contract amount.* Failure to implement the plan has a cost impact to the City. Poor implementation of the plan may result in claims not being processed timely and correctly starting January 1st. The City will have to spend time re-soliciting the project taking hundreds of hours of staff time.	Yes
2.	Reporting Requirement	100% of the time, reports that are mutually agreed upon by the Contractor and the City, are provided within 60 days of the end of the reporting period. Results based upon quarterly and year-end internal survey conducted by the City.	.5% of annual contract amount.* Not providing reports timely has a cost impact to the City. The City must monitor claims experience to ensure claims are reported correctly. Claims experience also impacts decisions regarding renewal of the contract.	Yes
3.	Dedicated Staff Response	The Contractor's dedicated staff will respond to 95% of telephone calls and electronic mail from City staff or employees within next business day. The City will document the dates and times of un-returned calls and/or electronic mail.	.5% of annual contract amount.* Telephone calls and emails that are not answered timely have a cost impact on the City. City staff must spend additional time calling and emailing the Contractor to handle employee needs.	Yes
4.	Average Speed to Answer	The Average Speed to Answer shall be thirty (30) seconds or less and shall be measured each quarter reporting period by the standard tracking reports produced by the Contractor's automated phone system. Results to be based on the Contractor's performance in answering the City of Austin dedicated Employee Assistance telephone line. Average speed to answer calls calculated over the complete	.5 % of annual contract amount.* Telephone calls that are not answered timely have a cost impact on the City. City staff contacts the Contractor to make inquiries on a claim and must report back to the beneficiary and/or City Management regarding status of claims.	Yes

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
		workday is defined as the time a called spends on hold until a service representative becomes available. Standard is measured by determining the average number of seconds the caller spends waiting for a service representative. Results determined from reports provided by the Contractor.		
5.	Abandonment Rate	The abandonment rate shall be no greater than 5% annually based upon annual client survey results conducted by the Contractor. Results to be based on the Contractor's performance in answering the City of Austin dedicated Employee Assistance telephone line Abandoned calls are defined as calls calculated over the completed workday that reach the facility and are placed in a queue but are not answered because the caller hangs up before a service representative becomes available. Results are determined from reports provided by the Contractor's automated phone system.	.25% of annual contract amount.* Telephone calls that are not answered have a cost impact on the City. When employees cannot reach the Contractor, they turn to the benefits staff for answers consuming staffs time resolving the issue. However, the City accepts that not all abandoned calls are the results of the Contractor's non-performance.	Yes
6.	Overall Client Satisfaction	The Overall Client Satisfaction Performance Measure applies to the customer service offices that provide customer services for Covered Persons. The City will conduct a Client Satisfaction Survey of the City staff who are administratively involved with the EAP contract. The City will conduct the internal survey within thirty (30) calendar days following each quarter. Contractor must achieve rating of average or above on a five point scale to satisfy the Client Satisfaction Performance Measure.	.5 % of annual contract amount.* Timely and accurate processing of claims has a cost impact on the City. City Staff assists employees and dependents with claims submission and provides updates on claim status. Beneficiaries may suffer hardship if claims are not processed timely and accurately.	Yes

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
7.	Critical Incident response time within two (2) hours with master level clinician.	The Contractor will provide a master level clinician within two (2) hours of a critical incident.	$975 per incident.* Arriving to a critical incident late has a cost impact to the City. Based on the average incident, starting 30 minutes late would equate to 75 employees missing work time for 30 minutes. The average employee earns $26 per hour. Cost is: $26 X .5 hours X 75 employees =$975	Yes
8.	Begin training session on time.	Arrive 15 minutes prior to the start time of training sessions for set up.	$487 per incident. Starting an event late has a cost impact to the City. Based on the average event, starting 15 minutes late would equate to 75 employees missing work time for 15 minutes. The average employee earns $26 per hour. Cost is: $26 X .25 hours X 75 employees =$487	Yes

* Liquidated damages shall not exceed 4.25% of annual fees in aggregate.

COPY

City of Austin

RFP # JRD0305 for Employee Assistance Program

Due: April 17, 2015 by 2:00 PM

Contact:

Mr. Greg Brannan
Director of Business Development &
Training Consultant
Deer Oaks EAP Services, LLC
Ph: (301) 829-0364
gbrannan@deeroaks.com

DEER OAKS
EAP SERVICES

April 16, 2015

Ms. Sandy Wirtanen, Buyer II
City of Austin, Municipal Building
Purchasing Office- Response Enclosed for Solicitation # RFP JRD0305
124 W. 8th St., Rm 308
Austin, TX 78701

Re: RFP JRD0305 for Employee Assistance Program

Dear Ms. Wirtanen:

It is with pleasure that Deer Oaks EAP Services (Deer Oaks) submits this official response to the City of Austin's (City) above mentioned Request for Proposal (RFP). We appreciate the opportunity to respond and guarantee the scope of services and rates quoted herein, as well as the financial stability and clinical and technical resources pertinent to the implementation, administration, and evaluation of the services requested.

With over two (2) decades of experience in the EAP and Work/Life industry, Deer Oaks is one of the most experienced EAPs working with public sector employers. In fact, 95% of our book of business is comprised of public employers. We are privileged to provide services to a variety of organizations throughout the country and to cover approximately 1 million members nationally.

Throughout our proposal, we have worked to demonstrate how our expertise in serving municipal government and other public employers is best suited to address the City of Austin's needs. We offer the City the widest continuum of public-sector oriented programming with an added level of high-touch customer support at a competitive rate. We excel in the EAP Core Technologies and offer clinically-sound, holistic support to achieve efficient and thorough resolution of issues.

We are committed to leveraging our experience in order to develop a strategic partnership with the City of Austin and to deliver a program that will serve your needs not just now, but into the future. Our Account Management Team is experienced at developing solution-focused programming not only at the City level, but also at the departmental level in order to meet unique organizational and personnel needs.

Deer Oaks appreciates the opportunity to compete for the City of Austin's business. We hope that the Evaluation Committee will find the proposal to be comprehensive and competitive. Should you have any additional questions or require further information about our proposal, please do not hesitate to contact:

DEER OAKS
EAP SERVICES

Mr. Greg Brannan, Director of Business Development
126 E. Main Plaza, Ste. 8, San Antonio, TX 78205
(301) 829-0364; gbrannan@deeroaks.com

We would be honored to serve the City of Austin, its employees, retirees, and their household members.

Sincerely,

Paul Alan Boskind, PhD

Paul Alan Boskind, Ph.D
CEO & Owner
Deer Oaks EAP Services, LLC

DEER OAKS EAP SERVICES

TABLE OF CONTENTS

LETTER OF TRANSMITTAL PAGE NUMBER

TABLE OF CONTENTS

Tab 1: EXECUTIVE SUMMARY…… 1-3

Tab 2: AUTHORIZED NEGOTIATOR/AUTHORITY TO BIND…… 4

Tab 3: CITY OF AUSTIN PURCHASING DOCUMENTS

A. Offer and Award Sheet
B. Section 0800 Non-Discrimination Certification
C. Section 0805 Non-Suspension or Debarment Certification
D. Section 0810 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit
E. Section 0835 Non-Resident Bidder Provisions
F. Section 0900 No Goals Utilization Plan
G. Section 0605 Local Business Presence Identification
H. Addenda

Tab 4: GENERAL REQUIREMENTS

A. 3.3 Scope of Work- General Requirements…… 5
B. Legal Relationships…… 6
C. Section 0615 Clinician Information…… 7-18
D. Clinician and Trainer Qualifications/Resumes…… 19-21

Tab 5: GENERAL INFORMATION…… 22

Tab 6: PROGRAM COVERAGE REQUIREMENTS

A. 3.5 Scope of Work- Coverage Requirements…… 23-30
B. Communication Materials Samples
C. List of Educational Seminars/2015 Training Catalogue

Tab 7: EFFECTIVE DATES AND TERMINATION DATES OF COVERAGE REQUIREMENTS…… 31

Tab 8: ELIGIBILITY REQUIREMENTS…… 32

Tab 9: TRANSITION AND IMPLEMENTATION REQUIREMENTS…… 33

Tab 10: CUSTOMER SERVICE REQUIREMENTS

A. 3.9 Scope of Work- Customer Service Requirements…… 34-35
B. Organization Chart of Customer Service Team/ Section 0620 Customer Service Information/Section 0625 Personal Counseling, Supervisor and Departmental Service Requirements…… 36-68

C. Flow Chart of Referral Process…… 69

TABLE OF CONTENTS

D. Provider Offices for the City of Austin..... 70-80
E. HIPAA Policy and Informed Consent Forms

Tab 11: REPORTING REQUIREMENTS

A. 3.10 Scope of Work- Reporting Requirements..... 81
B. Listing, Description and Samples of Available Reports..... 82-83

Tab 12: FEDERAL, STATE AND LOCAL LAWS AND RELATED REQUIREMENTS

A. 3.11 Scope of Work- Federal, State and Local Laws and Related Requirements.. 84
B. Section 0640 HIPAA Business Associate Agreement

Tab 13: SECTION 0635 PERFORMANCE MEASURES..... 85

Tab 14: SECTION 0630 COMMERCIAL AND LEGAL CONTRACT TERMS REQUIREMENTS..... 86

Tab 15: ORDER OF PRECEDENCE REQUIREMENTS..... 87

Tab 16: BUSINESS ORGANIZATION REQUIREMENTS

A. Section 0645 Business Organization..... 88-92
B. Applicable State of Texas Licenses..... 93
C. Financial Statements
D. Copy of Business Continuity Plan

Tab 17: EXCEPTIONS TO THE PROPOSAL..... 94

Tab 18: PUBLIC SECTOR REFERENCES AND RELEVANT EXPERIENCE (SECTION 0700)..... 95-97

Tab 19: PERSONNEL

A. Key Persons Assigned to the City of Austin..... 98-103
B. Project Leadership Description and Chart..... 104-105

Tab 20: RATES REQUIREMENTS AND COST PROPOSAL

A. Rate Requirements..... 106
B. Cost Proposal- Section 0600B..... 107

TAB 1: EXECUTIVE SUMMARY

Tab 1: Executive Summary

Deer Oaks EAP Services (Deer Oaks) is pleased to present this proposal for supporting the delivery of Employee Assistance Program and Work/Life services to the City of Austin (City). We recognize the standard of high quality and superior value that the City expects and have crafted a response that we believe addresses these expectations.

Deer Oaks is a Texas-based, national Employee Assistance and Work/Life Company dedicated to helping our members improve their health and well-being through quality, cost-effective services. Established in 1992, Deer Oaks has over two decades of experience in the mental health/EAP industry and currently serves 1 million members throughout the United States and Canada.

Implementing high-quality, built-to-suite programming to public employers at competitive rates is our core business. In fact, 95% of our book of business is comprised of public employers including 11 clients with more than 10,000 employees, the largest of which is the Texas Health and Human Services System covering more than 54,000 employees. Further, as a native Texas organization headquartered in San Antonio, we understand the diverse social and cultural landscape of our State and the unique challenges faced by Texas employers. Understanding the cultural diversity and sensitivity of our clients is a key aspect in service delivery and in the tailoring of services such as trainings and critical incident stress debriefings. We are committed to incorporating a multicultural and multilingual approach to the delivery of EAP programming for the City of Austin.

Deer Oaks- More than an EAP

Deer Oaks offers the City of Austin a scope of services that altogether are *"more than an EAP"*. Our comprehensive approach to the delivery of Employee Assistance Programs focuses on utilizing the EAP as a *Strategic Management Tool* that effectively improves the health and productivity of the City's most valuable asset – its employees.

We provide our more than 100 Texas public employer clients with a wider scope of services that does much more than simply assist employees with the traditional counseling, legal and financial services provided by most EAPs. Deer Oaks includes the most comprehensive work/life services in the industry to help employees deal with the stress of daily life, and a wide range of specialized organizational development services to help improve overall employee engagement, motivation, and retention. By both deploying creative strategies to promote program awareness and integrating within our clients' HR benefit strategies and goals, Deer Oaks is able to effectively target employee health problems that reduce productivity and increase health care costs. Our proactive emphasis not only offers strategies for healthy employees to maintain their well-being, but also short-term effective resources for employees in need of a little support. Our diverse programs promote and help employees and their family/household members to achieve a balance of emotional, social, environmental, and cultural well-being, which in turn positively affects workplace productivity, performance and engagement.

Deer Oaks also believes that the integration of EAP services and proactive collaboration with other employer benefits is very important. In recent years, we have found that our clients are expecting greater levels of integration and communication between their various benefit providers. Past attempts to accomplish this task through one-stop shop approaches (purchasing as many services as possible through one vendor) have had limited success, resulting in a homogenization of services. The employee

support market is challenging providers to not only to deliver on their core competencies, but also to establish pathways and interconnections with other internal or external benefit providers to enhance service and reduce cost. Our BenefitCONNECT service provides a foundation for our response to this trend. Through BenefitCONNECT, we ensure that employees are made aware of and directed to other appropriate benefits offered to them by their employer. This information is incorporated into our case management system and can also be made available through the 'My Benefits' center on the website. As part of the service, we reach out to each benefit provider to introduce our program and agree to protocols for transferring and connecting employees to the other services that these benefit providers offer. This process will include establishing procedures for referring clients to appropriate City programs, with a focus on supporting clients who have identified health risks, especially healthy weight maintenance, tobacco cessation, physical inactivity, healthy eating/nutrition, and stress management.

In addition to BenefitCONNECT, Deer Oaks is also providing the City of Austin with our value-added Match to Insurance Service. Through this service, we ensure that 100% of clinical EAP referrals are made to providers that also serve within the City's health plan networks in order to offer continuity of care for cases that may extend beyond the EAP session model or that fall outside of the scope of the EAP. When selecting providers for individual referrals, we use the online provider search function, as well as confirm with the provider at the time of the referral that they are still active within the appropriate panel(s).

This enhanced level of care at the beginning of an EAP referral ensures a seamless transition into the medical plan if required. For example, a City employee who accesses the EAP for depression may utilize their five (5) short-term EAP sessions. If after the five (5) sessions, it is determined that the employee could benefit from a few additional sessions, the employee would be able to stay with their current counselor for the additional sessions through their insurance plan, alleviating any delay in service.

We understand that a strong knowledge of your benefit structure and provider network is essential along with the ability to coordinate and partner with other City-sponsored resources such as the health plan and wellness initiatives.

Finally, Deer Oaks is committed to assisting the City with its Staff Development Goals through our comprehensive training program. Deer Oaks offers more than 100 training courses on a variety of work/life, professional development, and wellness topics. Designed using adult learning theories, the seminars engage participants in collaborative learning. Our carefully selected and experienced training professionals guide facilitation of content that is based on industry research, skills practice, action planning, and group discussions. The interactive environment allows for discussion and sharing of ideas, as well as accelerates the transfer of learning back to the job and the participants' personal lives. Our seminars are designed to assist participants in learning new skills, adapting to change and challenges, increasing performance, and utilizing resources that enhance personal effectiveness and morale. We look forward to sharing our expertise with the City of Austin in order to implement a broad-based training program that will meet the City's needs.

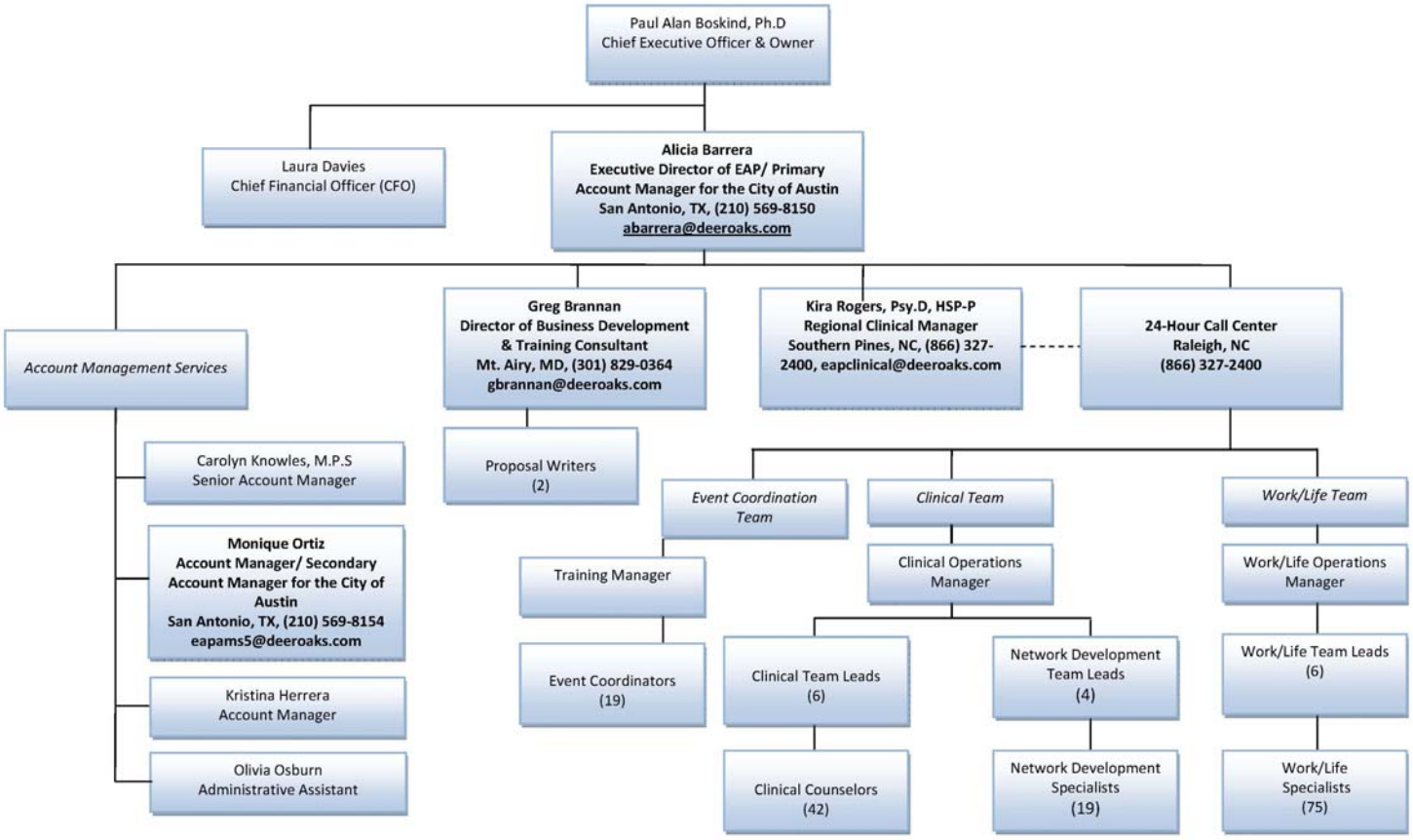
Account Management Team

Deer Oaks will provide the City with our signature high-touch account management approach that offers flexibility and enhanced program customization to meet the City's unique and changing needs. *Ms. Alicia Barrera, Executive Director of EAP* will serve as dedicated Account Manager and primary liaison to the City of Austin. She is our most experienced account manager with more than 20 years of account

management experience including serving as the primary manager for other Texas public employers such as the Texas Health and Human Services System, the Texas A&M University System, Bexar County, North East Independent School District, City of El Paso, and the City of Harlingen, to name a few. Alicia has been an employee of Deer Oaks since 1995 and was previously Director of Account Management before being promoted to Executive Director of EAP last year. She oversees all aspects of our EAP book-of-business including strategic planning, clinical operations, contracting, customer service and quality assurance. Alicia is a Texas native and has a B.A. in Interdisciplinary Studies from the University Texas Pan American. She speaks both English and Spanish fluently.

Below is an organizational chart indicating our operations. Personnel in bold represent key personnel for the City of Austin:

Deer Oaks EAP Services Organizational Chart- Customer Service



Bolded names represent Key Personnel for the City of Austin

In Closing

Deer Oaks is excited for the opportunity to partner with the City of Austin. Excellence is our standard as we strive to provide the highest quality and effective services possible to our clients. Deer Oaks is committed to providing the City with flexible and attentive customer service and confidential, clinically appropriate resources and solutions. By re-thinking what a counseling provider can and should do for our clients and their employees, Deer Oaks sets itself apart from our competitors. We are excited about the opportunity to work with the City to put these words into action.

TAB 2: AUTHORIZED NEGOTIATOR/ AUTHORITY TO BIND

Tab 2: Authorized Negotiator/Authority to Bind

Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms. If different, identify the outside representative. The City prefers this representative to be the CEO, COO, Executive Officer, or Legal Counsel.

The contact and authorized negotiator for this Request for Proposal is:

Greg Brannan
Director of Business Development
126 E. Main Plaza, Ste. 8
San Antonio, TX 78205
gbrannan@deeroaks.com
(301) 829-0364

The representatives authorized to bind contract terms/ execute contracts are:

Paul Alan Boskind, Ph.D
CEO & Owner
126 E. Main Plaza, Ste. 8
San Antonio, TX 78205
ladavies@deeroaks.com
(210) 224-2106

Laura Davies
CFO
126 E. Main Plaza, Ste. 8
San Antonio, TX 78205
ladavies@deeroaks.com
(210) 224-2106

TAB 3: CITY OF AUSTIN PURCHASING DOCUMENTS

A. Offer and Award Sheet
B. Section 0800 Non-Discrimination Certification
C. Section 0805 Non-Suspension or Debarment Certification
D. Section 0810 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit
E. Section 0835 Non-Resident Bidder Provisions
F. Section 0900 No Goals Utilization Plan
G. Section 0605 Local Business Presence Identification
H. Addenda

DEER OAKS EAP SERVICES

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: RFP JRD0305

DATE ISSUED: March 30, 2015

REQUISITION NO.: 5800 15021000195

COMMODITY CODE: 95238, 95221

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Sandy Wirtanen
Buyer II
Phone: (512) 974-7711
E-Mail: sandy.wirtanen@austintexas.gov

Jonathan Dalchau
Senior Buyer
Phone: (512) 974-2938
E-Mail: jonathan.dalchau@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Employee Assistance Program

PRE-PROPOSAL CONFERENCE TIME AND DATE: 2:00 PM, Tuesday, April 7, 2015

LOCATION: West Conference Room at One Texas Center, 505 Barton Springs Road Ste. 600, Austin, TX 78767

PROPOSAL CLOSING TIME AND DATE: 2:00 PM, Friday, April 17, 2015

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET RM 308, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP JRD0305	Purchasing Office-Response Enclosed for Solicitation # RFP JRD0305
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 7870
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 7 PAPER COPIES AND 1 ELECTRONIC COPY OF YOUR RESPONSE
(Electronic copy should be a single scanned file of the original proposal per flash drive)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	8
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	6
0600B	QUOTE SHEET	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – COMPLETE AND RETURN	1
0615	CLINICIAN INFORMATION	1
0620	CUSTOMER SERVICE INFORMATION	2
0625	PERSONAL COUNSELING, SUPERVISOR, AND DEPARTMENTAL SERVICE REQUIREMENTS	1
0630	COMMERCIAL AND LEGAL CONTRACT TERMS	18
0635	PERFORMANCE MEASURE	3
0640	HIPAA BUSINESS ASSOCIATE AGREEMENT	5
0645	BUSINESS ORGANIZATION	2
0700	REFERENCE SHEET – COMPLETE AND RETURN IF REQUIRED	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – COMPLETE AND RETURN	1
Exhibit 1	2013 ANNUAL UTILIZATION REPORT	11
Exhibit 2	2014 ANNUAL UTILIZATION REPORT	15
Exhibit 3	EMPLOYEE BENEFITS GUIDE	66
Exhibit 4	CITY OF AUSTIN ALCOHOL AND DRUG TESTING PROCEDURES	21
Exhibit 5	TOBACCO CESSATION PROGRAM OVERVIEW	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Deer Oaks EAP Services, LLC

Company Address: 126 E. Main Plaza, Ste. 8

City, State, Zip: San Antonio, TX 78205

Federal Tax ID No. [redacted]

Printed Name of Officer or Authorized Representative: Paul Alan Boskind, Ph.D

Title: CEO & Owner

Signature of Officer or Authorized Representative: Paul Alan Boskind, PhD

Date: 4/16/2015

Email Address: gbrannan@deeroaks.com

Phone Number: (301) 829-0364

*** Proposal response must be submitted with this Offer sheet to be considered for award**

City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Deer Oaks EAP Services, LLC	Paul Alan Brazinski, Pres	04/16/2015
Vendor	Authorized Signature	Date

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Deer Oaks EAP Services, LLC	Paul Alan Beckwith, PhD	4/16/2015
Vendor	Authorized Signature	Date

CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION

The term **"Offeror"**, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

   a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.

   b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents**. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4, **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

   a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

http://www.austintexas.gov/department/conflict-interest-questionnaire

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

7. Anti-Lobbying Ordinance. As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Deer Oaks EAP Services, LLC	Paul Alan Bickford, PhD	4/16/2015
Vendor	Authorized Signature	Date

Section 0835: Non-Resident Bidder Provisions

Company Name Deer Oaks EAP Services, LLC

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: _____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N.A

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM

SOLICITATION NUMBER: JRD0305

PROJECT NAME: Employee Assistance Program

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes__X___ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Deer Oaks EAP Services, LLC
Company Name

Paul Alan Boskind, Ph.D, CEO & Owner
Name and Title of Authorized Representative (Print or Type)

Paul Alan Boskind, Ph.D 4/16/2015
Signature **Date**

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
(Please duplicate as needed)

SOLICITATION NUMBER: JRD0305

PROJECT NAME: Employee Assistance Program

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Deer Oaks EAP Services, LLC		
Address	126 E. Main Plaza, Ste. 8		
City, State Zip	San Antonio, TX 78205		
Phone	(301) 829-0364	Fax Number	(210) 569-8157
Name of Contact Person	Greg Brannan, Director of Business Development		
Is company City certified?	Yes ☐ No ☒ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐ N/A		

I certify that the informatinn included in this No Goals Utilization Plan is true and complete tn the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Paul Alan Boskind, Ph.D
Name and Title of Authorized Representative (Print or Type)

Paul Alan Boskind, Ph.D
Signature

4/16/2015
Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	Workplace Options		
City of Austin Certified	MBE ☐ WBE ☐	Ethnic/Gender Code:	☒NON-CERTIFIED
Vendor ID Code	N/A		
Contact Person	Janelle Wimbish, Account Manager	Phone Number:	800.699.8011 x71079
Amount of Subcontract	$ 94,723.20		
List commodity codes & description of services	91549, 95238 24-hour Call Center Operations for the Employee Assistance Program		

Sub-Contractor/Consultant			
City of Austin Certified	MBE ☐ WBE ☐	Ethnic/Gender Code:	☐NON-CERTIFIED
Vendor ID Code			
Cnntact Person		Phone Number:	
Amount of Subcontract	$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

Deer Oaks EAP Services, LLC
City of Austin
RFP No. JRD0305
Employee Assistance Program

MWBE Subcontracting Performance Plan:
Good Faith Effort- Email Log

City of Austin Certified M/WBE Firms Contacted								
Type	**Company**	**Name**	**Address**	**Phone**	**Fax**	**Email**	**Nature of Work Requested**	**Date of Contact**
WBE	Conflict Connections Inc.	Patricia Porter	13407 Possum Rock, San Antonio, TX 78232	210-880-4440	N/A	pmporter@conflictconnections.com	Short-term Counseling Services	Email: 4/11/2015
WBE	Pivotal Career Services LLC	Andrea Bradford	10117 Coleus Cove Austin, TX 78750	512-767-9444	N/A	andrea@bradfordtx.net	Short-term Counseling Services	Email: 4/11/2015
Minority & Women Trade Organizations Contacted								
	Company	**Name**	**Address**	**Phone**	**Fax**	**Email**		**Date of Contact**
	South Central Texas Regional Certification Agency	Ross Mitchell		210-227-4722	N/A	rmitchell@sctrca.org	Passed on information to their membership	Email: 4/11/2015
	Southwest Minority Supplier Development Council	Jennifer Mort		512-386-8766	N/A	jennifer@smsdc.org	Passed on information to their membership	Email: 4/11/2015
	Women's Business Council - Southwest	Anita Steele		817-299-0566	N/A	asteele@wbcsouthwest.org	Passed on information to their membership	Email: 4/11/2015

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR: Deer Oaks EAP Services, LLC

Name of Local Firm	Deer Oaks EAP Services, LLC					
Physical Address	126 E. Main Plaza, Ste. 8, San Antonio, TX 78205					
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes X	No	Branch	Yes	No X

SUBCONTRACTOR(S):

Name of Local Firm	Workplace Options					
Physical Address	3020 Highwoods Blvd., Raleigh, NC 27604					
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes X	No	Branch	Yes	No X

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR: Deer Oaks EAP Services, LLC

Name of Local Firm	Deer Oaks EAP Services, LLC - Branch Office at Monte Siesta Nursing & Rehabilitation					
Physical Address	4501 Dudmar Dr., Austin, TX 778735					
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No X	Branch	Yes X	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

ADDENDUM
REQUEST FOR PROPOSAL
EMPLOYEE ASSISTANCE PROGRAM
CITY OF AUSTIN, TEXAS

RFP: JRD0305 **Addendum No:** 1 **Date of Addendum:** April 3, 2015

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 A Conference Number has been established for the Pre-Bid for remote Proposers:

Pre-Bid Remote Conference Phone Number: **512-974-9300**
Enter the following Code when prompted: **042995**

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Jonathan Dalchau, Senior Buyer
Purchasing Office

4/3/2015
Date

Deer Oaks EAP Services, LLC
Vendor Name

Authorized Signature

4/16/2015
Date

ADDENDUM
EMPLOYEE ASSISTANCE PROGRAM
CITY OF AUSTIN, TEXAS

RFP: JRD0305 **Addendum No:** 2 **Date of Addendum:** April 8, 2015

This addendum is to incorporate the following changes to the above referenced solicitation:

1.0 Questions:

Q1: How long have you currently been with Alliance Work Partners?
A1: The current contract term with Alliance Work Partners is three (3) years with two (2)-12 month extensions.

Q2: Regarding applicable State licenses, is it a requirement to have necessary State licenses to bid on this opportunity or can a vendor secure all necessary licenses prior to contract award?
A2: A State of Texas license is not required, but if the Proposer does have any applicable State of Texas licenses we would like for them to be submitted.

Q3: Is it the City's goal to work with a qualified provider that is headquartered in Texas?
A3: It is not a requirement to be headquartered in Texas, but it is a requirement to have a local office for counseling and training services. Proposers will be evaluated on local business presence with a maximum of 10 points to be awarded. Please refer to Section 5.0 of the Section 0600.

Q4: Regarding program promotion and orientation, how many service, orientation and/or training hours are provided thru the incumbent program? How many hours did the City use last year for orientations and trainings?
A4: 2014 Orientation = 0 hours, 2014 Events = 16 hours, 2014 Trainings = 410 hours. Reports with this information are uploaded as Exhibits 6 and 7. We request for vendors to attend our Health Expos up to 4 times per year with each event being 8 hour days.

Q5: Specific to management training, how many management trainings do you all conduct on an annual basis? How long have your trainings lasted in the past?
A5: In 2014 we did not have any management specific trainings schedule, although we do require management trainings to be an option. Typically all trainings are 1-2 hours in length.

Q6: For critical incidents (i.e. a natural disaster, ee fatality, layoffs, etc), how many events did the City have last year? Is support included in the current rate or an additional fee?
A6: There were 17, and they are included in the current rate and unlimited.

Q7: The RFP references support for compliance with Department of Transportation regulated employee situations (i.e. DOT regulated drivers failing drug tests)? Please confirm and detail the support the City will require from the selected EAP vendor. How is the City billed for these cases by the incumbent provider? Would the City prefer the cost for DOT support by included in the quoted EAP rate or billed on a case by case basis?
A7: 49 CFR 40 subpart O, added as Exhibit 8, details the exprass duties and requirements for SAPs to be supplied by the Vendor. Briefly; the EAP will provide certified SAPs who will evaluate the

employees who fail an Alcohol or Drug test, or self–report a problem with Alcohol or Drugs, and based upon interviews and review of the medical documentation provided by the MRO, creates an initial treatment, counseling, and education plan for the employee, which will determine when the employee will be eligible to return to work; and a longer term testing regimen (1-5 years) for the employee's follow-up program. This is included in the contract rate, and should be included in the rate proposal.

Q8: How many DOT cases/evaluations did the City have in 2013 and 2014?
A8: 2013 – Approximately 10
2014 – Approximately 14

Q9: Does the City have specific Fitness for Duty requirements/policies and does the City work directly with your current EAP provider for these situations? Please also highlight how this is currently priced thru the existing program and what the City's preference may be.
A9: The City does not at this time, but would like to work to establish this with the successful Contractor in the future. All costs should be included in the rate proposal.

Q10: Does the City have a dedicated account manager that ONLY works with the City of Austin and no other customers?
A10: No.

Q11: What is the current rate (price) for the EAP program?
A11: $259,016.10 for 2015

Q12: Is the City satisfied with the program utilization?
A12: Yes.

Q13: Why is the City out to bid?
A13: The Contract term is ending.

Q14: Where Is the City's satisfaction level with the incumbent provider?
A14: Satisfaction level is high.

Q15: Has the City had any service issues?
A15: No.

Q16: Is the City interested in looking at enhancements or modifications to its current EAP program design?
A16: No.

Q17: Has the EAP program maintained the same program components for the life of the program? Have there been any changes? Is it the City's goal to keep the program the same?
A17: The components have remained the same throughout the life of the Contract with the Tobacco Cessation courae having changes. It is the City's goal to keep the program the same.

Q18: Does the current program allow for legal, financial, childcare, eldercare and personal convenience assistance? How are these services being administered? Are the childcare, eldercare services self-service or does the program provide research and referrals? We can provide formal, full service legal, financial, childcare, eldercare and personal convenience assistance within our EAP services, would you like these included as a program option?
A18: Yes, the program allows for legal, financial, childcare, eldercare and personal convenience care through a website and by phone. The program can provide referrals. Legal, financial, childcare, eldercara and personal convenience care should be included as a program option.

Q19: For Tab 1: Please define how you perceive "large" employer groups.
A19: 10,000+ employees.

Q20: For Tab 2: Aside from forms 0835 and 0900, the other three forms do not contain fillable fields. How should we fill them out?
A20: Forms 0800 and 0805 have a solicitation number field (RFP JRD0305) and a signature block. Form 0810 is included by reference.

Q21: Is there a specific MBE/WBE utilization requirement for this contract?
A21: No

Q22: If so, how has the incumbent met this goal?
A22: There are no goals.

Q23: What are the specific MBE/WBE certifications the City will recognize for compliance purposes?
A23: Vendors must be certified through the City of Austin.

Q24: Is there a preference that MBE/WBE suppliers utilized for compliance purposes be headquartered in the state of TX?
A24: No, the only requirements are those that are necessary to be certified with the City.

Q25: How will MBE/WBE utilization efforts impact the evaluation factors during award consideration?
A25: This is not an evaluation factor. Please evaluation factors in Section 5.0 of the 0600.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Sandy Wittanen, Buyer II
Purchasing Office

4/8/15
Date

ACKNOWLEDGED BY:

Deer Oaks EAP Services, LLC
Vendor Name

Authorized Signature

4/16/2015
Date

<u>RETURN ONE COPY OF THIS ADDENDUM</u> TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

ADDENDUM
EMPLOYEE ASSISTANCE PROGRAM
CITY OF AUSTIN, TEXAS

RFP: JRD0305 **Addendum No:** 3 **Date of Addendum:** April 13, 2015

This addendum is to incorporate the following changes to the above referenced solicitation:

1.0 Questions:

Q1: Please provide the rate history since the beginning of the contract.
A1: 2011-2013 = $246,682
2014-2015 = $259,016

Q2: How many total hours of On-site Tobacco Cessation Training have been provided in each of the last three (3) years?
A2: Reports from 2014 and 2013 with the Tobacco Cessation training hours were provided in the addendum issued on 4/8/2015. There were four classes conducted in 2012.

Q3: How many hours of critical incident stress debriefings were provided in each of the last three (3) years?
A3: Reports from 2014 and 2013 with the Critical Incident hours were provided in the addendum issued on 4/8/2015. There were four critical incidents in 2012.

Q4: How many mandatory referrals has the City had in each of the last three (3) years? How many were substance abuse related?
A4: 2014 = 15 total, 14 were substance abuse; 2013 = 4 total, 4 were substance abuse; 2012 = 16 total, 15 were substance abuse.

Q5: Please provide insight into the condition of the workforce. Are there specific issues facing your workforce (i.e. stress, morale, etc.) and HR? Have there been any major events in the last year (i.e. reductions in force, critical incidents, etc.)?
A5: The City of Austin is not experiencing any specific issues different from other organizations. There have not been any reductions in force. Critical incident numbers are given in the reports provided.

Q6: Please provide utilization information regarding call volume i.e. the number of calls received into the EAP for each of the last three (3) years.
A6: 2014 = 397 calls; 2013= 529 calls; 2012 = 341 calls

Q7: When asked to "confirm acceptance of each requirement," is "confirmed" a sufficient response or are you also seeking a description of how each requirement will be met?
A7: Confirmed is a sufficient response.

Q8: Where should Section 0605 Local Business Presence Identification Form be placed within the proposal/table of contents?
A8: This should be placed in Tab 3 with the other Purchasing documents.

Q9: Is the Helpline currently answered by customer service representatives or clinical personnel?
A9: It is currently answered by customer service representatives.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Sandy Wirtanen, Buyer II
Purchasing Office

4/13/15
Date

ACKNOWLEDGED BY:

Deer Daks EAP Services, LLC		4/16/2015
Vendor Name	Authorized Signature	Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

TAB 4: GENERAL REQUIREMENTS

A. 3.3 Scope of Work- General Requirements
B. Legal Relationships
C. Section 0615 Clinician Information
D. Clinician and Trainer Qualifications/Resumes

Tab 4: General Requirements

Tab 4(A): Restate the General Requirement in 3.3 of the Scope of Work, Section 0500 and confirm acceptance of the requirement.

3.3. General Requirement: Proposal for an Employee Assistance Program must include all Covered Persons. The Employee Assistance Program must be an integrated approach with one firm providing the services.

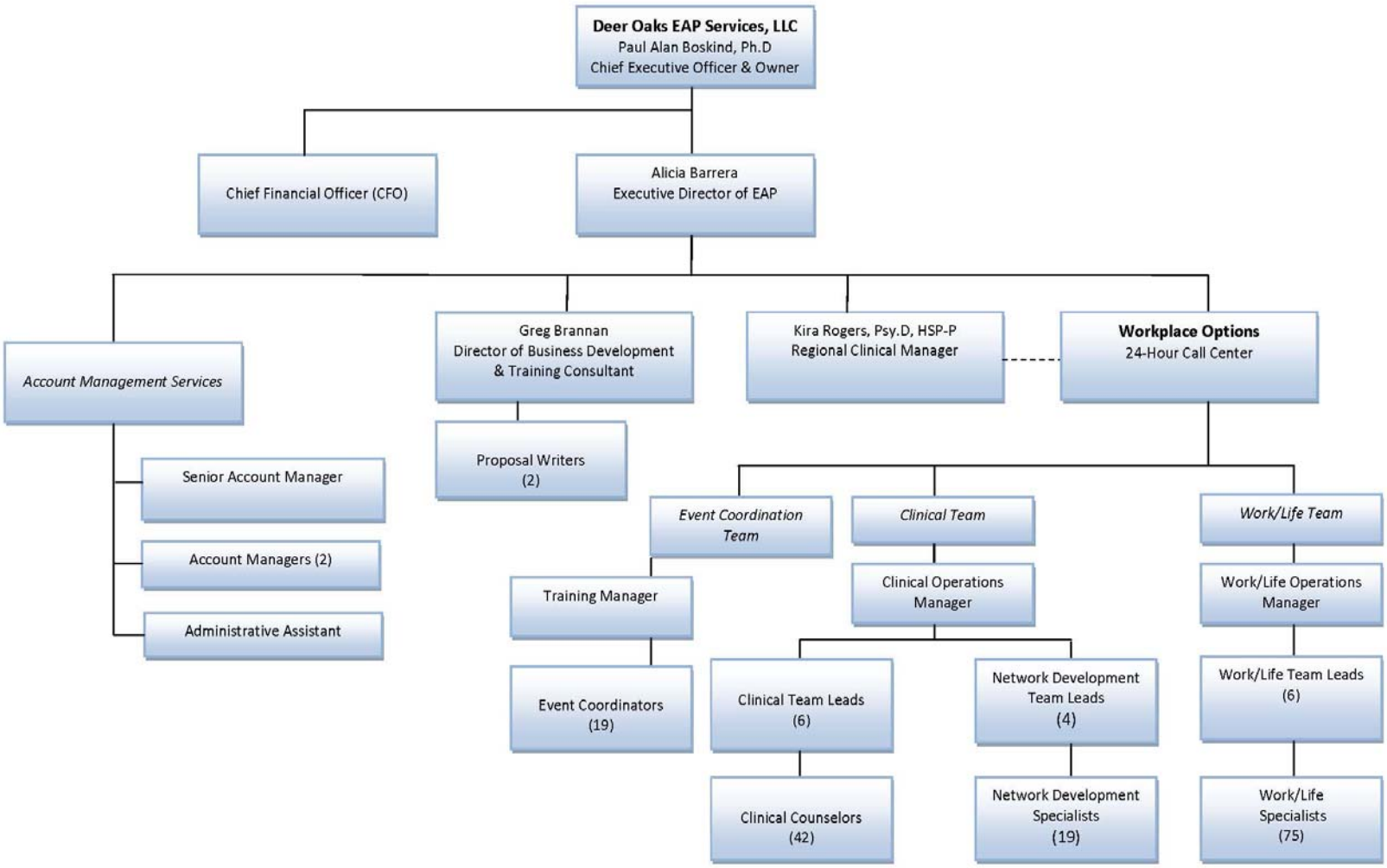
Deer Oaks confirms acceptance of this requirement.

Tab 4(B): Include a diagram illustrating the legal relationship between all of the organizations involved in the Employee Assistance Program (EAP) solution. Provide at a minimum, the name of the organization, legal relationship, and length of the relationship.

Deer Oaks has a contractual relationship with Workplace Options to provide 24-hour call center operations and related services. Deer Oaks first switched its work/life services to Workplace Options in 2012. We then expanded our relationship to include 24-hour call center operations July 1, 2013. The contract term ends June 30, 2016 and is renewable in successive one year terms unless terminated by either party.

Below is a diagram illustrating Deer Oaks' EAP operations:

Deer Oaks EAP Services Organizational Chart for EAP Operations



CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. JRD0305
EMPLOYEE ASSISTANCE PROGRAM
SECTION 0615: CLINICIAN INFOMATION

Complete and include in Tab 4 of your Proposal. In addition, provide the educational background of all clinicians and trainers that would be assigned to this account. Include qualifications and/or resumes.

Question	Answer
Provide the total number of clinicians that will be assigned to the City's account.	Deer Oaks has 48 Master's level counselors/case managers on our Telephonic Clinical Team, as well as maintains a network of 414 affiliate providers within a 30-mile radius of Austin zip code 78767 and 54,000+ affiliate providers nationally who are all available to provide services to City members.
How many of your clinicians are bilingual (English & Spanish)?	*Telephonic Clinical Team:* 1 clinician speaks both Spanish and English. *Austin-Area Provider Network:* 8 affiliate providers speak both Spanish and English. This is a self-reported field on our provider application and a non-mandatory field in our provider database. Therefore, additional providers may be bilingual, but did not complete the field on the application. *Additional Information* When a non-English-speaking employee contacts the EAP, the call is initially answered in English; however, the caller will be connected immediately with a clinician who speaks the caller's preferred language, or we will be immediately connected through our Language Line translation service which offers immediate access to an interpreter in over 200 languages. All intake staff undergoes a training on Language Line and have additional job aids to guide them on how to use the service, keep callers on the line, identify the caller's language, etc. With these provisions, staff is well-equipped to handle calls in any language with efficiency and ease. This process applies to the initial intake, during which the caller's demographics are collected, needs are

	identified, and a risk check is performed. For in-person counseling referrals, individuals are matched with an affiliate who is an appropriate match to their clinical needs, as well as primary language. The successful match occurs in 98% of the members served. In the 2% of cases where there is not an available provider to speak the preferred language, we provide bridge counseling via the translation service, while we are identifying an affiliate with the appropriate clinical credentials and language fluency.
How many of your clinicians hold a Doctorate degree, Masters degree, Bachelors degree? Please include a provider directory.	*Telephonic Clinical Team:* All 48 counselors hold Master's degrees. Our Vice President of Global Clinical Counseling Services, who oversees clinical operations, holds a Doctorate in Social Work from the University of South Carolina. Additionally, our Regional Clinical Manager holds a Doctorate in Clinical Psychology. *Austin-Area Provider Network:* 38 affiliate providers hold Doctorate degrees and 376 affiliate providers hold Master's degrees. All counselors and affiliate providers have Bachelor' degrees in addition to their Master's and/or Doctorate degrees. *A provider directory is included in Tab 10D.*
How many substance abuse clinicians are licensed by the State of Texas as Licensed Chemical Dependency Counselors (LCDC)?	We currently have six (6) affiliate providers in the Austin-area who are substance abuse clinicians licensed by the State of Texas as Licensed Chemical Dependency Counselors (LCDC). If it is determined that additional LCDCs are needed to ensure coverage for the City of Austin, we will actively recruit additional providers within a timeline of 90 days, which includes outreach and initial credentialing. We are also happy to credential any providers preferred by the City of Austin or who are currently treating members in order to offer continuity in care.

Please list the individual(s) responsible for the training programs you offered in your Proposal. Under each name, list the programs they teach.	Deer Oaks maintains a network of more than 2,500 credentialed workplace trainers for Web and in-person events. Our trainers have a minimum of five (5) years of experience in their content area(s), knowledge of the industry, and familiarity with workplace environments. Our facilitators are selected for their subject matter expertise, facilitation skills, and knowledge of workplace practices and adult education principles. For the City of Austin, trainers will be selected as training requests are received based on their availability and the training topic.
List the number of Critical Incidents counselors available to come onsite.	Deer Oaks currently has nine (9) staff clinicians and 10 Affiliate Trauma Professionals in the Austin-area available to come on-site in the case of a critical incident. We have additional Master's level counselors who are experienced at providing critical incident response services, but who are not specifically credentialed on our Trauma Response Network that we can also utilize if needed. Deer Oaks is available to provide work-site based crisis response services including crisis intervention, defusing and debriefing as requested by the City. *Unlimited hours are included within our proposed solution.* Deer Oaks offers a comprehensive, organized approach for evaluating and responding to critical incidents and traumatic events. This broad approach commences with a needs assessment within 30 minutes of the notification of an incident, considering the immediate and potential ongoing consequences of traumatic events, and results in a management plan providing a variety of best practice crisis interventions and post-crisis psychological treatment. If it is determined that an on-site group debriefing is necessary, we will coordinate for a Master's level Trauma Professional to be on-site within (2) hours when requested by the City.

	Our incident managers are clinical trauma professionals who will support you from the initial consultation, to establishment of the intervention plan, through the event and post event follow-up. They have been on the front lines and they understand the complexities of responding to a traumatic event. There is no set formula for responding to a critical incident. The ultimate objective of our post-incident service is to assist employers with decreasing the number of psychological casualties among employees and to return to regular business functions as quickly as possible. Therefore, we offer various responses including information, practical support, telephone crisis support, management consultation, on-site group meetings, and face-to-face counseling. We take the initial approach of providing psychological first aid, and assigning the most appropriate intervention under the circumstances. Our approach and response may also vary by department and employee population in order to meet the unique needs of various employee groups i.e. HR, Executives, Managers/Supervisors, general office workers, facilities, etc. This continuum of services model provides an integrated multi-component response to critical incidents including onsite interventions. We have provided onsite crisis support ranging from accidents resulting in death and injury to employees, employees who have died by suicide on and off workplace sites to major emergencies such as natural disasters. We have also found that CISM services are useful in assisting employees through times of transition and change from reductions-in-force, departmental/program consolidation and new program implementation to operational changes such as the stress associated with learning a new phone system.

	Critical Incident Stress Debriefings A critical incident is any event that causes an unusually intense stress reaction. The distress people experience after a critical incident limits their ability to cope, impairs their ability to adjust, and negatively impacts their work environment. A Critical Incident Stress Debriefing (CISD) is a process that may prevent or limit the development of post-traumatic stress in people exposed to critical incidents. Provided within a clinically appropriate timeframe following a critical incident, on-site group CISDs are offered for groups of individuals who have been similarly affected by or exposed to an incident. Professionally conducted debriefings help people cope with, and recover from an incident's aftereffects. These sessions provide a safe, structured and supportive environment for addressing common reactions, offering information to promote resiliency, and identifying those who may need further resources. Optimally, CISD occurs within 24 to 72 hours of an incident; although we will provide a counselor on-site within two (2) hours for the City of Austin when requested. We are flexible in our approach and response times based on the City's needs, preferences and clinical suitability.
Please describe your specialization in the areas of crisis intervention, geropsychology, and child/and adolescent psychology.	Deer Oaks is a leading provider of Employee Assistance, Work/Life and Wellness Services. As such, we are well equipped to provide crisis intervention services, geropsychology, and child/adolescent psychology. **Crisis Intervention**- If a member calls the 24-hour Helpline in crisis or in need of emergency services, Deer Oaks provides immediate stabilization and crisis intervention services. Since our Helpline is answered 24 hours a day by Master's level Clinicians, callers receive immediate in-the-moment support, clinical assessment and stabilization services without delay.

	Callers in distress and calls for emergency assistance are flagged in our system as urgent. The definition of an urgent case is one in which the caller is moderately distressed with some impairment in ability to function or presents with some suicidal or homicidal ideation, but there is no clear plan or intent to harm self or others. In this case, the case manager will develop a safety plan with the client that may include supportive resources such as general practitioner contact or friend/family support. Appointments for urgent requests are escalated and the case manager will contact the client with a referral to an affiliate counselor within six (6) business hours and an appointment time within 48 hours of the initial contact with the EAP. In-the-moment telephonic counseling is provided to those in need of such support. All emergency calls are evaluated and provided with immediate in-the-moment telephonic support. An emergency case is one where the employee has any one of the following signs and/or symptoms that suggest that inpatient treatment may be appropriate: • Imminent danger to self or others • Behavior that puts the employee at risk of harm • Grave disability that impairs the employee's ability to care for self at a basic level • Employee has physical symptoms indicating possibility of acute withdrawal from alcohol In these situations the case manager will follow the escalation procedure as warranted. This may include involvement of emergency services, ER or hospitalization to preserve the employee's safety. Subsequent appointments are available within 24 hours following the employee being stabilized. Our Clinical Team is very experienced at accurately assessing the presenting problem during the assessment and identifying the appropriate type and level of assistance needed to effectively assist

	members in resolving their issues. Critical Incident Stress Management is also provided for workplace emergencies and critical incidents. In the event of a major incident such as a catastrophic accident, employee death(s), natural disaster, or violent attack, Deer Oaks can provide rapid and efficient telephonic and/or on-site support to the City based on needs, preferences and clinical suitability. Our approach follows the latest findings regarding clinically appropriate responses to critical incidents including the Mitchell Model and Psychological First Aid. We promote the offer of practical and emotional support to those affected and direct our efforts towards fostering natural resilience and coping. Deer Oaks is very experienced in mobilizing CISM resources across citywide, countywide and statewide geographic regions and in small communities and rural areas. Deer Oaks has a tremendous success rate in mobilizing resources in crisis situations due to its exceptional network coverage, solid operational infrastructure, and decades of experience. Deer Oaks once held 16 CISDs throughout the State of Texas on the same day in response to a crisis. In recent years, Deer Oaks provided critical incident response to the State of North Carolina and other Midwest clients following floods and tornadoes; assistance to our East coast clients affected by Hurricanes Irene and Sandy; and to our Southern clients facing wildfire outbreaks. We provided support resources and handouts for our clients including those in Connecticut following the Sandy Hook Elementary shooting and those in Massachusetts after the Boston Marathon bombing. Deer Oaks has the resources in place to provide similar response and support services to the City of Austin. **Geropsychology-** Deer Oaks EAP Services, LLC is a member of an affiliated group known as *Deer Oaks – A Behavioral Health Organization*, which was established in 1992 and is wholly owned/privately-held by Paul Alan Boskind, Ph.D. Deer Oaks Mental

	Health Associates PC (DOMHA) and Deer Oaks Consultation Services PC (DOCS) are included within this affiliated group. Deer Oaks Mental Health Associates provides assessment and consultation services to long-term rehabilitation facilities throughout the United States, specializing in geriatric psychology and disabilities. As such, Deer Oaks is aware of and experienced in handling the unique and important needs of the ever-growing elderly population. Deer Oaks is well-positioned to provide psychological services to the employee's geriatric dependents due to breadth and depth of experience with geropsychology issues. In addition to our provider network, we have nine (9) staff clinicians in the City of Austin who specialize in geropsychology. Deer Oaks has found geriatric participants often struggle with a number of losses in their physical, psychological, and social functioning. At Deer Oaks, individualized assessments and treatment plans are designed to help the participant adjust to these losses and discover new ways of solving problems, relating to others and expressing themselves. Differential diagnosis can be clouded by the apparent similarities in the presentations of depressed versus demented clients. Deer Oaks also recognizes that the City's employee population is maturing. Many employees may need assistance in dealing with issues of aging, as well as preparation for retirement. Through the Deer Oaks *Retiree Assistance Program*, these employees can receive the support, intervention, and resources that they need for up to 18 months post-retirement. Retention of key employees and transfer of institutional and job position knowledge to new generations of workers will also be challenging goals over the years to come. An enhanced EAP benefit with proactive trainings, aggressive program promotion, and leadership development can assist both with recruiting and retention. Deer Oaks provides support to these employees as they

	transition into retirement, and helps those who replace their positions with the challenge and stress of trying to "fill the shoes" of their experienced predecessors. Deer Oaks has helped many other municipalities and state agencies in *Coping with the Challenge of Change*, as positions are consolidated or transferred due to operational or fiscal requirements. **Child/Adolescent Psychology**- When employees are worried about their children and other parenting concerns, it interferes with their ability to focus and inhibits productivity in the workplace. The most comprehensive solution to ease employee stress must include a holistic and systemic approach to the entire family, including an accurate assessment of the child's presenting symptoms and treatment needs. Simply helping the employee with stress management without specifically addressing the child's problematic behavior would equate to "putting a band-aid" on the issue without any true resolution. At Deer Oaks, the philosophy is to work within the short-term counseling model to actually solve the problem. This is where the expertise of the Deer Oaks counselors comes into play. Often a child or adolescent presenting to the EAP can benefit from a referral to his/her health plan for a psychological assessment to evaluate for the presence of a learning disability, ADHD, or childhood depression. Deer Oaks can work closely with the health plan provider to ensure that these testing results are incorporated into the EAP treatment plan. Based on a thorough assessment, an individualized treatment plan is developed that focuses on the child's needs and builds on his/her areas of strength. Family counseling is an important part of each child's treatment. Deer Oaks has an established team of counselors who provide specialized services targeted to meet the specific needs of children and adolescents. Deer Oaks counselors effectively diagnose and treat children with complex behavioral, learning, developmental, and emotional problems.

	Sometimes prior treatment may not have worked because the child was not diagnosed accurately, and may have neurological disorders or neuro-developmental delays that contribute to his or her emotional or behavioral problems. The problems can be complicated by multiple factors, such as physical or sexual abuse, Attention Deficit Hyperactivity Disorder, chaotic family situations, family discord, or mental retardation. A variety of treatment techniques can be incorporated into the child's individualized therapeutic treatment plan. Effective models include cognitive-behavioral, behavioral and environmental interventions, familial and systemic therapies, and problem-solving skills training. Through the EAP, children ages 8-13 are eligible for family counseling; children ages 14-17 are eligible for individual counseling and children under the age of 8 are referred out of the EAP to the health plan.
Describe the relationship between your firm and the clinicians. Are the clinicians' employees of your firm, a network of contracted clinicians, or a mixture of both approaches? Include a listing of where the clinicians are located.	Deer Oaks maintains a network of 54,000+ affiliate providers located in every state and Puerto Rico. These affiliates are contracted with Deer Oaks on a per session basis. *A network provider listing is included in Tab 10D.* *Note: Due to the nature of our service model in which we deliver in-person counseling services through a network of affiliate providers along with signed provider confidentiality agreements, we are unable to include provider names, addresses, and details regarding our affiliate providers with our bid submission. Our providers have disclosed information to us with the understanding that they are entering a direct relationship with Deer Oaks and that we will not share their contact information with other organizations and that their information will not become public knowledge.*

Describe your ongoing training and professional development programs for clinicians.	*Telephonic Counselors/Case Managers* Our training program for our telephonic counselors/case managers is delivered primarily by internal clinical staff, but also includes specific training from our account management team and recognized experts in specific fields on subjects including the history of EAPs, serving the corporate customer, risk assessment, handling suicidal clients on the telephone, substance abuse assessment, crisis intervention/trauma response, handling management referrals, flagged cases for high risk (including third-party disclosure), and unique client skills training. A training plan is developed for all counselors in order to ensure widespread competencies. *Affiliate Counselor Training* Our affiliate counselor training is an ongoing process. We meet with counselors on a quarterly basis (either face-to-face or via web conference) to review cases, discuss trends in case types, review operational processes, and conduct a quality audit. This ensures that our training is not only introductory, but ongoing, in a collaborative setting to ensure that best practices are always followed. In addition, there are regularly scheduled training courses, personal therapy, and other broadening professional activities. *Clinical Foundations in EAP Service Delivery* Our affiliates are required to participate in our *Clinical Foundations Training Series*. The series offers four one-hour sessions of professional development training designed specifically to familiarize our affiliates with our policies and practices. A clinical manager facilitates the training online. Topics covered include our "First Serve the Customer" Policy, as well as procedures and policies regarding confidentiality, documentation, issue identification, clinical risk assessment, crisis response, case escalation, case management, and service breakdown. This series offering allows us to align clinical goals among affiliates and the organization as a whole.

	Global Provider Institute We also invite affiliates and internal staff to participate in our *Global Provider Institute*, which includes 12 sessions annually covering topics such as cognitive behavioral therapy, short-term solution-focused counseling, and other relevant EAP topics. The *Global Provider Institute* is a webinar series to provide our affiliates with the opportunity to enhance their knowledge. We have designed each hour-long session to expand our providers' clinical repertoire in treating participants and in their understanding of the emerging treatment options available. Upon completion, participants receive a certificate of attendance. In addition, providers are able to earn one continuing education credit (CEU/CDU) for attending each session. These webinars are offered free of charge to our affiliates.

Tab 4(D): Clinician and Trainer Qualifications/Resumes

Deer Oaks has both clinical and work/life personnel who staff the 24-hour Helpline. Below are the general qualifications for our Work/Life Personnel, Telephonic Counselors/Case Managers, Affiliate Providers, Trauma Response Professionals and Trainers:

Work/Life Consultant Qualifications

Provide Work/Life Consultation and Confirmed Match Referrals for a variety of work/life and daily living issues

Our Work/Life Consultants are content experts in various areas of the Work/Life spectrum (e.g., child care, adult/elder care, daily living) and are also cross trained in all Work/Life areas. We hire individuals with a rich combination of education and experience who display a unique mix of academic and practical knowledge. Following are the educational and experience requirements of our work-life consultants:

- *Elder Care:* A master's degree in counseling, social work, or a related field, plus three to five years of direct experience within elder care systems/facilities.
- *Child Care:* A bachelor's degree in early childhood education, elementary education, or a related field, plus at least three years of direct care experience.
- *Daily Living:* A bachelor's degree and one to two years of related experience.

Our extensive in-house training includes 224 hours of classroom training, 90 days of training with the team, and conducting research with close monitoring. After trainees pass the training period, they are required to undergo 20 additional hours of training annually.

Telephonic Counselor/Case Manager Qualifications

Answer the Helpline 24/7; conduct intake, telephonic clinical assessments, counseling and crisis intervention; handle requests for mandatory referrals and management consultations

All of our in-house counselors/case managers must have a minimum of a master's degree in social work, counseling, or a related area of study and at least two years' experience providing direct counseling or mental health services. Our intake staff has solid experience in intake and crisis management, clinical assessments, chemical dependency, trauma response, and other relevant interventions. Staff who delivers telephonic or online counseling must be licensed mental health practitioners.

Counselors are required to complete our induction training including assessment skills training, risk assessment and crisis response, and outcome management; participate in ongoing training; and are supervised by a clinical management team.

Our training program is delivered primarily by internal clinical staff, but also includes specific training from our account management team and recognized experts in specific fields on subjects including the history of EAPs, serving the corporate customer, risk assessment, handling suicidal clients on the telephone, substance abuse assessment, crisis intervention/trauma response, handling management referrals, flagged cases for high risk (including third-party disclosure), and unique client skills training. A training plan is developed for all counselors in order to ensure widespread competencies.

The following skills are also required:

- Familiarity with a broad base of treatment techniques, medications, and discharge planning
- Assessment and diagnostic skills
- Familiarity with job performance and workplace issues
- Skills in management consultation and training
- Clinical experience in substance abuse assessment and treatment
- Specific training in focused short-term therapy
- Comprehensive understanding of the "12-step" and the process of recovery from substance abuse
- The ability to locate and network with community resources
- Good organizational skills and the ability of function effectively in an interdisciplinary setting
- Excellent verbal and written communication skills
- Demonstrated solid clinical judgment with the ability to function autonomously
- An ability to converse knowledgeably and in a sensitive, confidential nature to mental health professionals, medical professionals, members, and benefits personnel

Affiliate Provider Qualifications

Deer Oaks maintains an extensive national network of 54,000+ counselors located in every state and Puerto Rico including 5,400+ counselors in the State of Texas. This network includes 414 counselors within a 30-mile radius of zip code 78767 available to provide in-person counseling services to City employees and their family members. We also have 8,000 counselors globally.

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

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

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

This extensive provider network enables us to to match members with counselors that meet their specific needs (i.e. language, gender, ethnicity, specializations, appointment time, etc.) wherever they may reside throughout the United States.

Trauma Response Professionals Qualifications and Training

Each of our Trauma Professionals must meet the following criteria in order to be included on our network:

- Complete our in-house training program
- Have a minimum of three years of trauma experience in a workplace or community setting
- Have special training in crisis counseling, post-traumatic stress, trauma counseling, and grief counseling
- Hold a recognized diploma in counseling and fulfill the local requirements to engage in behavioral health practice
- Have a membership in a professional association
- Have satisfactory professional references
- Be personally insured to cover his/her counseling work through public liability, including treatment risk and professional indemnity
- Have fluency in the local language where he/she delivers counseling services
- Fulfill Deer Oaks' continuing education requirement of 12 hours per year

Upon admission into our network, our crisis support counselors undergo training delivered by our internal staff. Our *Foundations of Crisis Support* training focuses on the processes and procedures of our Rapid Response Critical Incident service. This includes the expectations and requirements for being part of our specialized crisis support network and ensures that the counselors understand the unique nuance of delivering crisis support services in an EAP setting. We explain that it is our duty to serve two clients: the organization and the employees.

Trainer Qualifications

The Deer Oaks Training Team currently has memberships to professional training and academic organizations to stay abreast of the technology, training research, and workforce development industry. We currently serve on HR management boards, in professional networking organizations, and as adjunct instructors at local colleges.

Our trainers have a minimum of five (5) years of experience in their content area(s), knowledge of the industry, and familiarity with workplace environments. All trainers have knowledge of adult learning theories and principles, facilitation skills, and a minimum of an associate's or bachelor's degree; the majority of our trainers are degreed at the master's level. All experience and licensing information is verified prior to acceptance into our network.

We continually recruit qualified trainers in specific content areas and/or specific geographic regions; the training network is continually developed based on the specifications of client needs. Our facilitators are selected for their subject matter expertise, facilitation skills, and knowledge of workplace practices and adult education principles. Facilitators have experience in the following content areas:

- Workplace issues
- Personal development
- Caregiving
- Geriatric services
- Legal matters
- Consumer financial issues
- Parenting
- Wellness
- Management development
- Organizational development
- Leadership development

TAB 5: GENERAL INFORMATION

Tab 5: General Information

Restate all of the General Information Requirements in 3.4 of the Scope of Work, Section 0500 and confirm acceptance of each requirement.

3.4. **General Information:**

3.4.1. The City will accept Proposals from qualified firms, agents and brokers. Firms are not required to have a broker represent them; the City will contract directly with the firm, not the agent/broker. However, if the City receives more than one (1) Proposal for any given firm, all Proposals for that firm will be rejected.

Deer Oaks confirms acceptance of this requirement.

3.4.2. Broker's fees/commissions are at the Contractor's expenses.

Deer Oaks confirms acceptance of this requirement.

3.4.3. Proposal Completeness - Proposers are expected to closely read this Request for Proposal and provide complete responses to each section along with a binding signature of intent to comply with the terms and conditions outlined herein. Each section of this RFP is a standard part of all City of Austin contracts. Proposers should review each section carefully as your response will become part of the final contract. Rejection of or requesting exceptions to the provisions outlined in this RFP may be cause for rejection of a Proposer's Proposal.

Deer Oaks confirms acceptance of this requirement.

TAB 6: PROGRAM COVERAGE REQUIREMENTS

A. 3.5 Scope of Work- Coverage Requirements
B. Communication Materials Samples
C. List of Educational Seminars

Tab 6: Program Coverage Requirements

Tab 6(A): Restate the Program Coverage Requirements in 3.5 of the Scope of Work, Section 0500 and confirm acceptance of each requirement.

3.5. Program Coverage Requirements:

3.5.1. Counseling Services

3.5.1.1. Description of Coverage: The Contractor shall provide comprehensive counseling services which will include the intake, assessment/diagnosis, treatment or referral services, and follow-up activities for a broad range of personal problems, including:

A. Stress
B. Psychological or emotional problems
C. Crisis intervention
D. Financial counseling
E. Marital and/or family problems
F. Child and/or adolescent problems
G. Substance abuse
H. Eating disorders
I. Management of anger/conflict/violence
J. Elder care
K. Other as determined by the City

Deer Oaks confirms acceptance of this requirement.

3.5.1.2. The Contractor shall provide support services for City employees when requested for addressing workplace-related concerns.

Deer Oaks confirms acceptance of this requirement.

3.5.1.3. The Contractor shall maintain a toll-free line for employees as a means of discussing confidential or sensitive workplace or personal conflicts. If it is necessary for an employee to leave a message, all calls must be returned within 24 hours.

Deer Oaks confirms acceptance of this requirement. Our Helpline is answered "live" 100% of the time by Master's level Counselors; therefore, employees will never have to leave a message.

3.5.1.4. The Contractor shall provide up to a minimum of five (5) counseling visits per issue for each Covered Person, before referring to the City's medical plan behavioral health network of providers.

Deer Oaks confirms acceptance of this requirement.

3.5.1.5. If a Covered Person receiving individual or family counseling requires a long term relationship for counseling sessions, the Contractor shall coordinate referrals for further counseling sessions with the City's medical plan behavioral health network of providers.

Deer Oaks confirms acceptance of this requirement.

Deer Oaks has included its Match to Insurance service within our proposed solution for the City. Through this service, we ensure that 100% of clinical EAP referrals are made to providers that also serve within the City's health plan networks in order to offer continuity of care for cases that may extend beyond the EAP session model or that fall outside of the scope of the EAP. When selecting providers for individual referrals, we use the online provider search function, as well as confirm with the provider at the time of the referral that they are still active within the appropriate panel(s).

This enhanced level of care at the beginning of an EAP referral ensures a seamless transition into the medical plan if required. For example, a City employee who accesses the EAP for depression may utilize his/her five (5) short-term EAP sessions. If after the five (5) sessions, it is determined that the employee could benefit from a few additional sessions, the employee would be able to stay with his/her current counselor for the additional sessions through the employee's insurance plan, alleviating any delay in service.

We understand that a strong knowledge of your benefit structure and provider network is essential along with the ability to coordinate and partner with other City-sponsored resources including the health plan and wellness initiatives.

3.5.1.6. The Contractor shall provide counseling services for Covered Persons at local offices in Austin and surrounding areas.

Deer Oaks confirms acceptance of this requirement. We also maintain a national panel of 54,000+ affiliate providers located in every State and Puerto Rico, which offers access for members who are traveling or retire outside of Austin and for dependents who are away at college. They can simply call the Helpline to be provided with a referral in their location.

3.5.2. Training Services and Programs

3.5.2.1. The Contractor shall offer training services and programs related to common personal and workplace issues related to EAP objectives, including:

A. Stress reduction and management
B. Interpersonal and work relationships
C. Work/life balance
D. Customer service
E. Financial education
F. Parenting issues
G. Caregiver issues
H. Career/vocational development
I. Substance abuse/violence awareness
J. Other as determined by the City

Deer Oaks confirms acceptance of this requirement.

3.5.2.2. The Contractor shall scale trainings to the requested duration and scope for each employee group, and shall make trainers available for employee groups between the hours of 5 a.m. - 10 p.m.

Deer Oaks confirms acceptance of this requirement.

3.5.2.3. The Contractor shall provide program coverage requirements to Covered Persons at City worksites.

Deer Oaks confirms acceptance of this requirement.

3.5.3. Supervisor Training

3.5.3.1. The Contractor shall have a "Reasonable Suspicion" training program to teach supervisors how to identify and handle drug and alcohol use and abuse conforming to the requirements of 49 CFR 382.603 a minimum of six (6) times a year. Refer to Exhibit 4, City of Austin Alcohol and Drug Testing Procedures.

Deer Oaks confirms acceptance of this requirement.

3.5.3.2. The Contractor shall also have training programs to assist supervisors in managing their employees as needed to support City objectives.

Deer Oaks confirms acceptance of this requirement.

3.5.3.3. The Contractor shall provide program requirements to supervisors at City worksites.

Deer Oaks confirms acceptance of this requirement.

3.5.4. Critical Incidents

3.5.4.1. The Contractor shall provide an unlimited amount of City worksite critical incident sessions using master level clinicians.

Deer Oaks confirms acceptance of this requirement.

3.5.4.2. The Contractor shall be available for other unforeseen incidents at the City's discretion. Including floods, fires, environmental hazards, or threatening situations.

Deer Oaks confirms acceptance of this requirement. In addition to our network of Trauma Response Professionals, we also have nine (9) staff clinicians in Austin who are available to assist as needed in the case of an unforeseen or critical incident.

3.5.4.3. The Contractor shall conduct a critical incident session within two (2) hours after the City notifies the Contractor of the need for a critical incident session.

Deer Oaks confirms acceptance of this requirement. We will respond on-site within two (2) hours after being notified of the need for a critical incident session unless otherwise instructed by the City representative requesting the service.

3.5.4.4. Critical incident sessions must be available 24 hours a day, 7 days per week, 365 days per year.

Deer Oaks confirms acceptance of this requirement.

3.5.4.5. Follow-up debriefings shall also be provided upon request for those groups who continue to experience residual stress.

Deer Oaks confirms acceptance of this requirement.

3.5.4.6. A written status report shall be provided to the City within 72 hours after completion of the critical incident session.

Deer Oaks confirms acceptance of this requirement.

3.5.5. Mandatory Substance Abuse Referral Counseling

3.5.5.1. Employees who test positive in a City administered test for drugs or alcohol shall be referred to the EAP on a mandatory basis. Refer to Exhibit 4, City of Austin Alcohol and Drug Testing Procedures.

In support of the City Drug and Alcohol Testing Program the Contractor must:

A. Conduct an initial assessment of the employee referred.
B. Determine the appropriate treatment.
C. Explain the treatment options to the employee.
D. Monitor the employee's compliance with the treatment.
E. Evaluate and determine if an employee can return to work.
F. Provide the City with a follow-up testing schedule for that employee.
G. Follow all Department of Transportation regulations and guidelines.

Deer Oaks confirms acceptance of this requirement. Please note that Deer Oaks does not sign formal return-to-work agreements as part of this process. Each mandatory referral is case managed and appropriate documentation regarding the employee's participation and compliance with the program is provided to the Employer-Designated Representative with the executed release of information forms.

3.5.5.2. The Contractor shall report mandatory counseling service within one (1) business day after a completed session.

Deer Oaks confirms acceptance of this requirement.

3.5.5.3. The Contractor shall provide counseling services for employees at local offices in Austin.

Deer Oaks confirms acceptance of this requirement.

3.5.6. Commercial Driver's License (CDL) Alcohol and Drug Training

3.5.6.1. Contractor shall provide one (1) hour alcohol and drug training classes for employees who hold a commercial driver's license. The class shall cover the following topics at a minimum:

A. Department of Transportation (DOT) regulations.
B. Reasonable suspicion.
C. Signs/Symptoms of abuse.
D. Self-disclosure.
E. A description of the Contractor's resources available to employees.

Deer Oaks confirms acceptance of this requirement.

3.5.6.2. The Contractor shall provide the class up to twelve (12) times per year. The training must be conducted in both English and in Spanish. To accommodate employees working different shifts, the Contractor shall need to provide training at all times of the day, specifically, early morning or late evening.

Deer Oaks confirms acceptance of this requirement.

3.5.6.3. The Contractor shall provide training for employees at City worksites.

Deer Oaks confirms acceptance of this requirement.

3.5.7. Tobacco Cessation

3.5.7.1. The City covers the cost of over-the-counter or prescription cessation medication recommended and prescribed by the physician of the eligible Covered Person who participates in the City's Tobacco Cessation program. Refer to Exhibit 5, Tobacco Cessation Program Overview.

Deer Oaks confirms acceptance of this requirement.

3.5.7.2. The Contractor shall provide onsite comprehensive tobacco cessation programs including, but not limited to, the following:

A. A three (3) hour, two (2) part educational training course providing an overview of the dangers of smoking, behavioral response triggers associated with smoking, and smoking cessation methods at a minimum of twenty-four (24) times per year.

Deer Oaks confirms acceptance of this requirement.

B. Resources and referrals to community-based tobacco cessation services, including, but not limited to, hypnosis and acupuncture.

Deer Oaks confirms acceptance of this requirement.

3.5.8. Staffing

3.5.8.1. The City requires that all services provided to the City and clients shall be provided by qualified staff. All of the following requirements apply whether or not the clinicians or trainers are employees of Contractor:

A. The City requires that all clinicians have a minimum of a master's degree in a behavioral science (social work, clinical or counseling psychology).

Deer Oaks confirms acceptance of this requirement.

B. The City also requires substance abuse clinicians be licensed by the State of Texas as Licensed Chemical Dependency Counselors (LCDC).

Deer Oaks confirms acceptance of this requirement.

C. The Contractor shall have ongoing training and professional development programs for clinicians.

Deer Oaks confirms acceptance of this requirement.

D. The City requires that a master level clinician handle all critical incident sessions and debriefings.

Deer Oaks confirms acceptance of this requirement.

E. The City requires that all trainers have the appropriate education and professional credentials/certifications on the topic for which they provide training.

Deer Oaks confirms acceptance of this requirement.

3.5.8.2. The City requires an internal audit process of all clinicians and trainers.

Deer Oaks confirms acceptance of this requirement.

3.5.9. Communication Resources

3.5.9.1. The Contractor shall provide communication materials for program promotion. Program promotion may include, but is not limited to brochures, supervisor handbooks, posters, and articles in human resources newsletters.

Deer Oaks confirms acceptance of this requirement.

3.5.9.2. The Contractor shall submit copies of all communication materials to the City for prior approval before sending to employees and supervisors.

Deer Oaks confirms acceptance of this requirement.

3.5.9.3. Contractor shall have a website that provides employees with online access for self-learning opportunities such as, but not limited to, resource databases, legal information and resources, personal growth guidance, webinars, and self-assessment tools.

Deer Oaks confirms acceptance of this requirement.

Deer Oaks offers the City and its members unlimited access to our *Engagement Engine*- an innovative, re-imagine Work/Life website featuring an extremely comprehensive level of resource articles, assessments, audio, and video files covering emotional well-being, health and wellness, and workplace issues as well as child care, elder care, adoption, and education. The site utilizes cutting-edge technology with an emphasis on flexibility and security. It is optimized for both Web and mobile device users and is compatible with the iPhone, Android, Galaxy, iPad, Nook, and Kindle. It is our goal that *Engagement Engine* be a resource that users utilize and return to frequently for information on health and wellness topics.

The site is kept current and up-to-date by a team of dedicated staff, with new information added monthly. Members will receive an established organization-specific username and password to access the site.

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

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

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

Content Updates

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

Each month, the content development team:

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

Demo Site

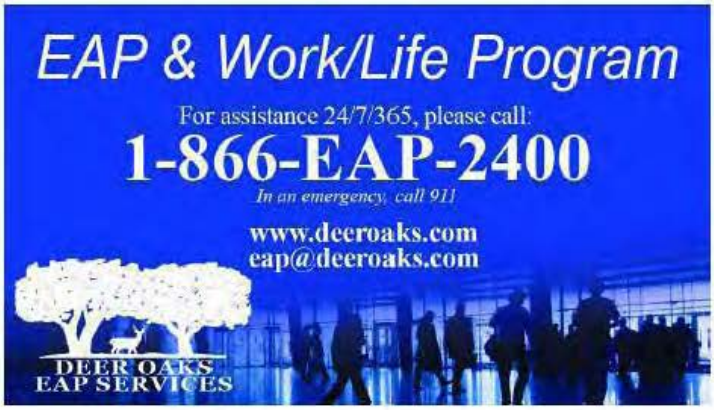
Below are the link, login and password for the demonstration website. As a demo site, some features may not be fully enabled.

Engagement Engine Work/Life Demo Link:
https://www.advantageengagement.com/1601/login_company.php

Login: deeroaks; Password: deeroaks

Deer Oaks EAP Services
Wallet Card & Brochures

Employee Assistance Program (EAP) Wallet Card



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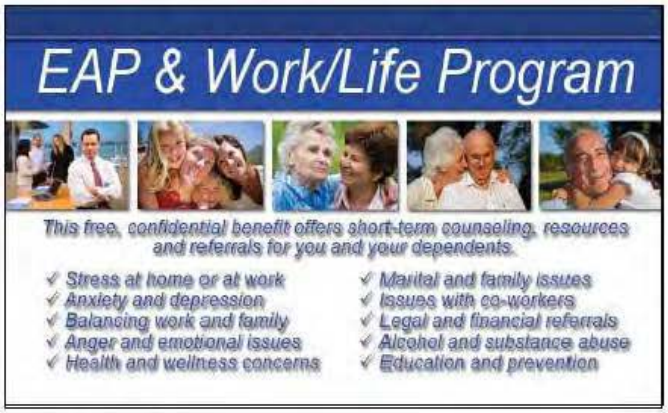


Employee Assistance Program (EAP) Brochure

Deer Oaks EAP Services Fact Sheet

The Deer Oaks Employee Assistance Program (EAP) is a free service provided for you and your dependents by your employer. This program offers a wide variety of counseling, referral, and consultation services, which are all designed to assist you and your family in resolving work/life issues in order to live happier, healthier, more balanced lives. These services are completely confidential and can be easily accessed by calling the toll-free Helpline listed below.

Deer Oaks EAP is a Resource You Can Trust.

Eligibility: All employees and their household members/dependents are eligible to access the EAP. This includes retirees and employees who have recently separated from their employer (within 6 months of separation).

In-person Counseling and Assessment: A network of 50,000 mental health providers throughout the United States are available to provide in-person assessment and counseling services to members wherever they may reside.

Telephone Counseling and Assessments: Counselors may also conduct comprehensive assessments by phone and provide in-the-moment telephonic support and crisis intervention.

Tele-Language Services: Deer Oaks has the ability to provide therapy in a language other than English if requested. Services are available for telephonic interpretation in over 190 of the most commonly spoken languages and dialects.

Referrals & Community Resources: Counselors provide referrals to community resources, member health plans, support groups, legal resources, and child/elder care services.

Advantage Legal Assist: Free 30-minute telephonic consultation with a plan attorney; free 30-minute in-person consultation; 25% discount on hourly attorney fees if representation is required; unlimited online access to a wealth of educational legal resources, links, tools and forms; interactive online Simple Will preparation; access to state agencies to obtain birth certificates and other records.

Advantage Financial Assist: Unlimited telephonic consultation with a financial counselor qualified to advise on a range of financial issues such as bankruptcy prevention, debt reduction and financial planning; supporting educational materials available; credit report review by a financial counselor and tips for improvement; objective, pressure-free advice; unlimited online access to a wealth of educational financial resources, links, tools and forms (i.e. tax guides, financial calculators, etc.).

ID Recovery: Free 30-minute telephonic consultation with an Identity Recovery Professional; customized action plan and consultation; ongoing ID recovery guidance available as needed; free ID monitoring service.

Monthly Electronic Newsletters: Employees and supervisors receive monthly e-newsletters covering a variety of topics including health and wellness, work/life balance issues, conflict resolution, leadership, and more.

Disaster Assistance Program: Educational articles on how to help children cope with disasters; consultation to Employer Group Management Personnel regarding disaster readiness; and tools for developing workplace violence prevention plans.

Online Tools & Resources: Log on to www.deeroaks.com to access an extensive topical library containing health and wellness articles, downloadable presentations, child and elder care resources, and work/life balance resources. The Deer Oaks website also includes a wealth of information for supervisors with topics covering conflict resolution, leadership, motivation, and more.

Work/Life Services: Work/Life Consultants are available to assist members with a wide range of daily living resources such as pet sitters, event planners, home repair, tutors and moving services. Simply call the Helpline for resource and referral information.

Find-Now Child & Elder Care Program: This program assists participants caring for children and/or aging parents with the search for licensed, regulated, and inspected child and elder care facilities in their area. Work/Life Consultants assess each member's needs, provide guidance, resources, and a list of up to three (3) referrals within 12 hours of the call. Searchable databases and other resources are also available on the Deer Oaks website.

Critical Incident Stress Management: Traumatic events can be extremely disruptive to the well-being and productivity of employees. Deer Oaks will respond quickly when asked to provide Critical Incident Stress Management Services for any major company incident.

Take the High Road: Deer Oaks reimburses members for their cab fares in the event that they are incapacitated due to impairment by a substance or extreme emotional condition. This service is available once per year per participant with a maximum reimbursement of $45.00 (excludes tips).

DEER OAKS EAP SERVICES

Peace of Mind - Available 24/7 Through Your EAP

Call your EAP today for confidential around-the-clock assistance for all of life's challenges. Our qualified professionals are here to help.

Work	Family	Personal	Financial	Legal
Change management	Parenting/ divorce and parenting	Stress/tension	Couples/marriage and money	Separation and divorce
Time management	College planning	Grief and loss	Budgeting	Estate law
Dealing with difficult people	Blended and step families	Depression, anxiety	Buying or selling a home	Advance directives and living wills
Effective communication	Military families	Substance abuse and recovery	Retirement planning	Adoption
Job stress and burnout	Domestic violence	Relocation and moving	Bankruptcy and credit	Child and spousal support issues
Career development	Referrals for child, adult and elder care services	Health and wellness/ coping with a chronic illness	Saving and investing for college	Free online simple will creation
Workplace violence	Balancing work and home life	Daily living referrals i.e. pet sitters, travel planning, repairs	Estate planning	Foreclosure

(866) 327-2400
www.deeroaks.com
eap@deeroaks.com

Your Employee Assistance Program

A Free & Confidential Benefit

The Employee Assistance Program (EAP) offered by your employer provides you and your family with free and confidential assessments, referrals, and counseling. Deer Oaks EAP Services is available at any time and can assist with work-related concerns, personal problems, and other issues affecting your well-being.

Your EAP Can Help With:

- Work/Life Balance
- Depression/Anxiety
- Substance Abuse
- Preparing for Retirement
- Emotional & Psychological Issues
- Life Changes & Transitions
- Stress & Time Management
- Legal & Financial Difficulties
- Family & Marital Problems
- Child/Elder/Adult Care Issues
- Healthy Lifestyles
- Loss & Grief

Help Is Just One Phone Call Away...

DEER OAKS EAP SERVICES

www.deeroaks.com | 866-327-2400 | eap@deeroaks.com

Deer Oaks EAP Services

Your Employee Assistance Program: More Than Just Counseling

The EAP offers confidential access to professional consultants and online resources that provide support, guidance and referrals for any work, personal, or everyday issue that's important to you.

Below are some of the resources available to you in addition to counseling:

- Legal & Financial Consultation & Resources
- ID Theft Prevention & Recovery Assistance
- Online Identity Monitoring
- Online Simple Will Preparation
- Daily Living & Convenience Consultation & Referrals
- Child/Elder/Adult Care Consultation & Referrals
- Health & Well-being Consultation & Referrals
- Interactive Online Tools, Resources and Skill Builders
- Take the High Road Cab Reimbursement Program
- Continued Access to the EAP for up to 6 Months Post-Employment

Call the EAP Anytime, Day or Night

(866) 327-2400 • www.deeroaks.com • eap@deeroaks.com

2015 Supervisor Excellence Webinar Series

A series of topics designed to provide supervisors and managers with enhanced skills to improve workplace morale, employee motivation and staff productivity.

Creating a Culture of Improved Employee Engagement
This dynamic presentation provides several practical strategies that supervisors can utilize in their day-to-day management approach to improve employee engagement and motivation. The session will discuss methods for identifying the needs and interests of staff, and techniques for getting them to buy into and work towards the accomplishment of organizational goals.

When:
Thursday, February 19th, Noon – 1:00 PM CT *Register:* https://attendee.gotowebinar.com/register/7193058208599524609
Friday, February 20th, Noon – 1:00 PM CT *Register:* https://attendee.gotowebinar.com/register/1208195416777702145

Successful Approaches to Difficult Employee Conversations
In today's stressful world, supervisors find themselves having many rushed, ineffective conversations that compromise the quality of their relationships with their employees. This timely presentation covers choosing the best times to engage in difficult discussions, the right mindsets to embrace in preparation, and communication techniques that ensure better outcomes.

When:
Thursday, May 21st, Noon – 1:00 PM CT *Register:* https://attendee.gotowebinar.com/register/524267298465216002
Friday, May 22nd, Noon – 1:00 PM CT *Register:* https://attendee.gotowebinar.com/register/7811577479690181890

Handling the Pressure of Being a Supervisor
The challenges faced by organizations in the 21st century place constant personal and professional demands on supervisors and managers trying to succeed in the workplace. This practical seminar will empower leaders to better manage their perceptions of what confronts them, develop healthier self-talk, avoid over-reacting to situations, and reduce self-defeating behaviors.

When:
Thursday, August 20th, Noon – 1:00 PM CT *Register:* https://attendee.gotowebinar.com/register/4283667978133993473
Friday, August 21st, Noon – 1:00 PM CT *Register:* https://attendee.gotowebinar.com/register/712571858861776129

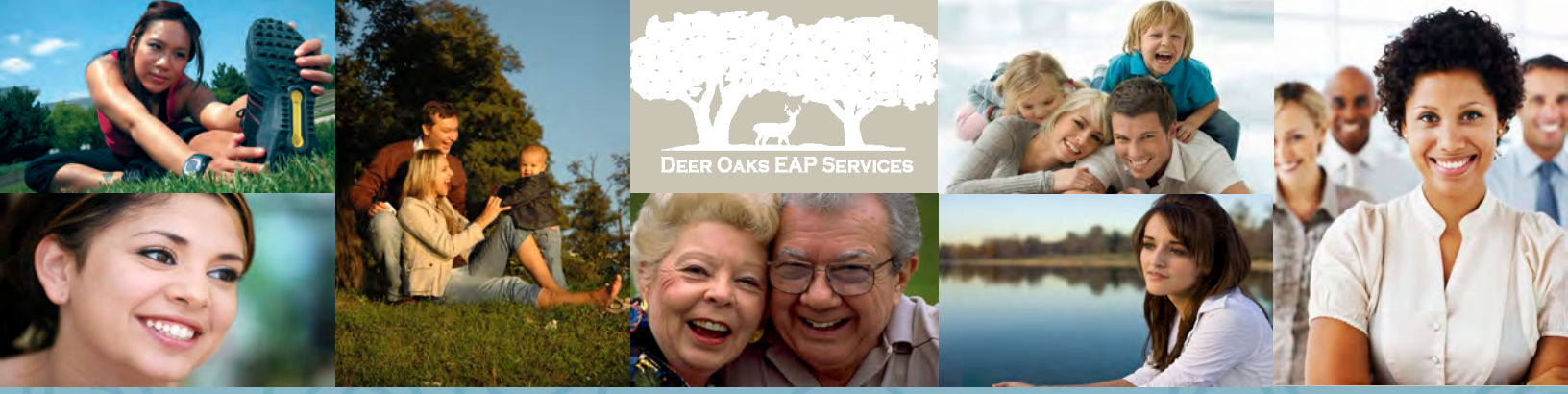
Building a Culture of Respect- The Keys to Creating a Collaborative & Effective Work Team
This important session focuses on building awareness in managers of the attitudes, emotions, behaviors, etc. that create barriers to a respectful workplace culture, while providing self-management and interpersonal skills training that will lead to more openness, effective communication, greater collaboration, and better resolution of differences at the office.

When:
Thursday, November 19th, Noon – 1:00 PM CT *Register:* https://attendee.gotowebinar.com/register/5214412267628111618
Friday, November 20th, Noon – 1:00 PM CT *Register:* https://attendee.gotowebinar.com/register/3739762665617811458

About the Presenter
Greg Brannan from Deer Oaks EAP Services specializes in providing practical training for supervisors and managers. He has worked with such agencies as the Federal Railroad Administration, the State of New Jersey, the National Association of State Personnel Executives (NASPE), the State & Local Government Benefits Association (SALGBA), and various municipalities, school districts, and private companies.

Greg was trained in speech communications and counseling, and has over 12 years of experience in management, leading teams up to 50 employees.

DEER OAKS EAP SERVICES
(866) 327-2400
www.deeroaks.com
eap@deeroaks.com



Your EAP: Work/Life Services

Advantage Legal Assist: Free 30-minute telephonic consultation with an attorney; one free 30-minute in-person consultation with a plan attorney per issue; 25% discount on hourly attorney fees if representation is required; unlimited online access to a wealth of educational legal resources, links, tools and forms.

Advantage Financial Assist: Unlimited telephonic consultation with a financial counselor; supporting educational materials available; credit report review and tips for improvement; unlimited online access to a wealth of educational financial resources, links, tools and forms (i.e. tax guides, financial calculators, etc.).

ID Recovery: Free 30-minute telephonic consultation with an Identity Recovery Professional; customized action plan and consultation; ongoing ID recovery guidance available as needed.

Control Your ID: Free identity monitoring program through www.deeroaks.com. This service is free and at no time will you need to pay for the service. Annual renewal is required to re-register and update your information.

Interactive Online Simple Will Preparation: Create a legally-binding simple state-specific will at no cost through a step by step online "interview process". Access this service through www.deeroaks.com.

Daily Living & Convenience Resources: This service offers telephonic assistance from a professional Work/Life Consultant to provide support, guidance and referrals for any work, personal, or everyday issue that's important to you. Consultants are able to assist with nearly endless resources such as finding pet sitters, tutors, home repair, veterinarians, fitness centers, chore services, and moving services.

Find-Now Child & Elder Care Program: This program assists members caring for children and/or aging parents with the search for licensed, regulated, and inspected child and elder care facilities in their area. Work/Life Consultants assess each member's needs, provide guidance, resources, and a list of up to three (3) referrals. Searchable databases and other resources are also available at www.deeroaks.com.

Health & Wellbeing: Deer Oaks encourages not only the mental health, but also the physical health and wellbeing of our members. Work/Life Consultants are available to provide referrals to providers, specialists, and resources to meet specific needs such as safety programs, support groups, fitness centers and nutrition programs.

College Assist: Preparing for college is a very exciting time for parents and their children. However, it can all too easily become an overwhelming and stressful process. Through www.deeroaks.com, your EAP provides articles and resources that offer helpful tools and tips for handling a variety of issues such as choosing the right college, selecting a major, locating enrichment programs, special needs education, financial aid options and scholarships.

Take the High Road Program: Deer Oaks remains concerned about the safety of its EAP members. Therefore, the EAP reimburses participants for their cab fares in the event that they are incapacitated due to impairment by a substance or extreme emotional condition. This service is available once per year per participant with a maximum reimbursement of $45.00 (excludes tips).

(866) 327-2400
www.deeroaks.com
eap@deeroaks.com

DEER OAKS EAP SERVICES

FEATURES INCLUDE:

- Initial Telephonic Consultation & Assessment by a Work/Life Consultant
- Answers to Questions about Work/Life Topics such as the difference between care options (e.g. day care centers vs. family day care homes) or how to evaluate providers
- Guidance on how to manage work, personal, and everyday issues
- List of referrals to providers in your area within 12 hours of the request
- Support for you, as well as those in your family/household

Enhanced Work/Life Resources

To help you make time for what matters most, you and your family have access to an Enhanced Work/Life Program provided through your EAP. This service offers telephonic assistance from a professional Work/Life Consultant to provide support, guidance and referrals for any work, personal, or everyday issue that's important to you.

Consultants are able to assist with nearly endless resources such as finding pet sitters, child and elder care facilities, tutors, home repair, veterinarians, and moving services. Below are a few of the topics for which we can provide resource and referral services:

Adoption Agencies
Adoptee Support Groups
Before & After School Care
In-Home Care
Nanny Agencies
Special Needs Child Care
International Study Programs
Child Development
Blended Families

Raising Teenagers
Tutors
Kindergarten Programs
Enrichment Programs
School District Profiles
2 and 4 Year Colleges
Continuing Education
Admissions Testing
Cancer Care Centers

Retirement Communities
Alzheimer's Support
Pet-sitters / Kennels
Apartment Locators
Volunteer Opportunities
Diet & Nutrition Programs
Chronic Condition Support Groups
Legal Aid Organizations
Mortgage Brokers

(866) 327-2400 • www.deeroaks.com • eap@deeroaks.com

Work/Life Resource and Referral

ID RECOVERY

FEATURES INCLUDE:

- A free 30-minute consultation with an identity recovery professional
- An action plan created just for you and consultation on implementing the plan
- Reduced time spent repairing compromised credit history
- Restored peace-of-mind, while helping undo the damage
- Ongoing guidance as often as needed

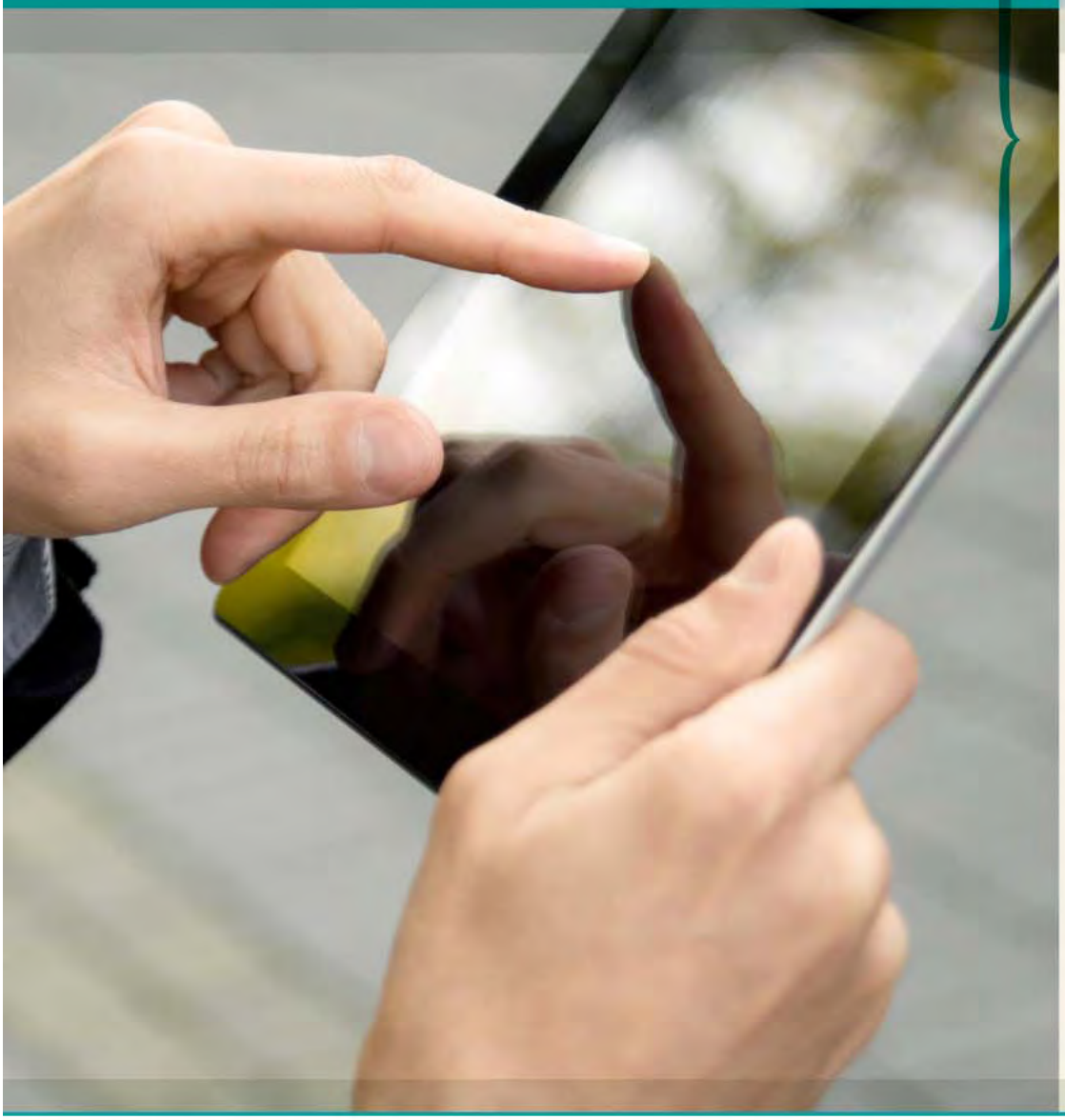
Identity thieves want your personal information. Every time you use your credit card, or discard a bank statement, you could be putting yourself at risk of identity theft. Not only can this cost you money, it can hurt your credit rating and take months or years to repair. ID Recovery is a telephone consultation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

TOLL-FREE: 866-327-2400
WEBSITE: www.deeroaks.com
EMAIL: eap@deeroaks.com

DEER OAKS EAP SERVICES

Employee Assistance Program

YOUR ENHANCED WORK/LIFE WEBSITE



FEATURES INCLUDE:

- Regularly updated information and links
- Downloadable articles and tip sheets
- Self-search provider databases for summer camps, education resources, pet sitters, attorneys, financial advisors, volunteer opportunities, and more
- Legal and medical encyclopedias
- Financial and daily living calculators
- Savings Center providing 25 to 70 percent discounts on name-brand merchandise
- Spanish-language content

To help you make time for what matters most, your Employee Assistance Program provides online access to a wide range of resources regarding the work and life topics of interest to you and your family—all available on one website. Just logon with your company's username and password, and navigate through articles, links, interactive content, self-searches, self-assessments, and more.

TOLL-FREE: **866-327-2400**
WEBSITE: **www.deeroaks.com**
EMAIL: **eap@deeroaks.com**

DEER OAKS EAP SERVICES

2015 CALENDAR

EMPLOYEE ASSISTANCE PROGRAM

	Monthly Theme	Monthly Webinar Title	Webinar Description Join us for these introductory webinars on work-life topics.
JAN	**GET YOUR HEAD IN THE GAME** Focus on the now	**The Mind-Body Connection** JAN 20th — 10 am, 12 pm MT	Learn to recognize and manage stressful situations, practice relaxation techniques, and understand the benefits of making the mind-body connection
FEB	**FINANCIAL FITNESS** How to live lean	**Financial Fitness: Living Within a Realistic Budget** FEB 17th — 10 am, 12 pm MT	Living within a budget can seem restrictive—similar to being on a diet. Learn about common money mistakes as well as practical and realistic tips for living within a budget.
MAR	**GET IT TOGETHER** Make your disaster plan	**Practical Strategies to Stay Safe** MAR 17th — 10 am, 12 pm MT	Learn strategies to keep you and your family safe in case of natural disasters, terrorist attacks, or other emergencies.
APR	**ADDRESSING ANXIETY** How to take charge	**Disrupting Negative Thoughts** APR 21st — 10 am, 12 pm MT	Learn how to gain control over negative thoughts and increase recognition of the positives occurring in your life.
MAY	**SIGN ON THE DOTTED LINE** Essential documents for everyone	**Estate Planning: Five Essential Documents** MAY 19th — 10 am, 12 pm MT	Learn the key documents everyone over 18 should have prepared so your family understands your wishes regarding your health, money, and property.
JUN	**BETTER TOGETHER** Workplace communication and collaboration	**Communication Skills for Collaboration** JUN 16th — 10 am, 12 pm MT	Learn about different communication styles, why communication sometimes fails, and strategies to create a respectful and cohesive workplace.
JUL	**UNPLUG TO RECHARGE** How to disconnect	**Information Overload** JUL 21st — 10 am, 12 pm MT	Review practical tips for managing your devices and applications to eliminate distraction and create more focus in your professional and personal lives.
AUG	**CAUGHT IN THE MIDDLE** The new sandwich generation	**Strategies for Multigenerational Caregiving** AUG 18th — 10 am, 12 pm MT	Learn about the emotional and financial impact of being a member of the sandwich generation. Discover coping mechanisms that help restore work-life balance and support resilience.
SEP	**SHIFTING GEARS** Learn to negotiate change	**Coping With Change** SEP 15th — 10 am, 12 pm MT	Learn personal strategies on how to deal with both the losses and the gains that change brings to your life.
OCT	**HEADS UP** Tips for better brain health	**Know the 10 Signs** OCT 20th — 10 am, 12 pm MT	Learn to identify the 10 early warning signs of Alzheimer's disease through this webinar presented by the National Alzheimer's Association. Review the differences between age-related memory lapses and the signs of dementia.
NOV	**QUIT IT** Dropping unhealthy habits	**Stick With It** NOV 17th — 10 am, 12 pm MT	Using strategies developed by the Mayo Clinic, discover the unrealistic expectations that could be impacting your ability to stick with positive change.
DEC	**START SOMETHING** Change your life for the better	**Creating a Personal Development Plan** DEC 15th — 10 am, 12 pm MT	Learn to recognize types of goals and understand effective goal setting. Explore potential obstacles that can create barriers to reaching your goals.

DEER OAKS EAP SERVICES

CALL OR GO ONLINE TO GET ANSWERS TO YOUR QUESTIONS

TOLL-FREE: 866-327-2400
WEBSITE: www.deeroaks.com
EMAIL: eap@deeroaks.com

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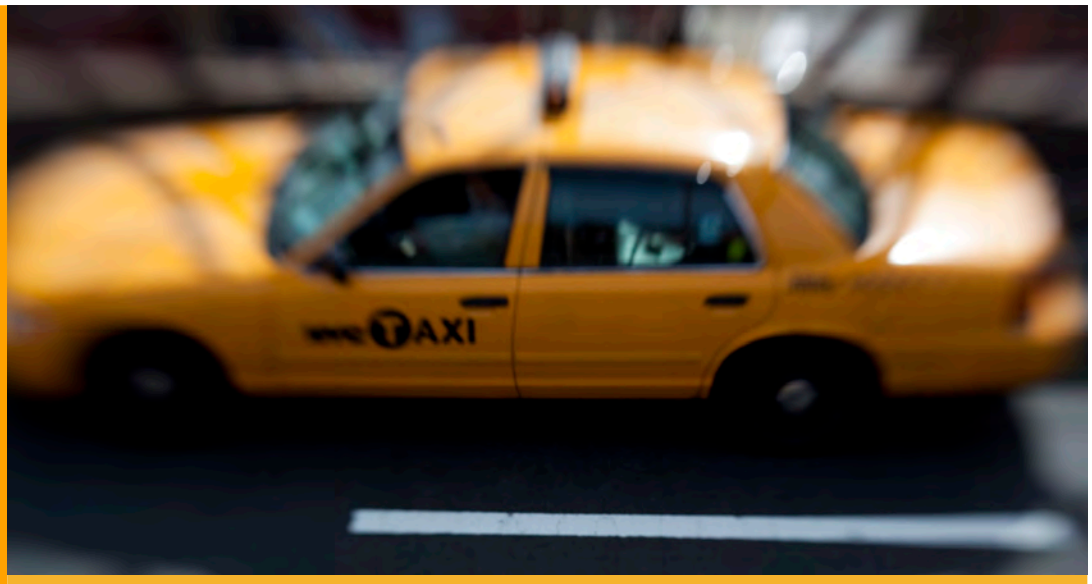

Take the High Road on the Highway Program

Take a Cab and Send the Bill to Us!

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

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

This service is available once per year per participant with a maximum reimbursement of $45.00 (excludes tips). The process is simple, and like all other EAP services, confidential.

Simply call our Helpline for instructions on how to submit your receipt. It may take up to 45 days for reimbursement.

(866) 327-2400 • www.deeroaks.com • eap@deeroaks.com

Suicide Awareness

Warning Signs of Someone Considering Suicide

Any one of these signs does not necessarily mean the person is considering suicide, but several of these symptoms may signal a need for help:

- Verbal suicide threats such as, "You'd be better off without me" or "Maybe I won't be around"
- Expressions of hopelessness and helplessness
- Previous suicide attempts
- Daring or risk-taking behavior
- Personality changes
- Depression
- Giving away prized possessions
- Lack of interest in future plans

If You Think Someone Is Considering Suicide

- Trust your instincts that the person may be in trouble
- Talk with the person about your concerns. Communication needs to include LISTENING
- Ask direct questions without being judgmental. Determine if the person has a specific plan to carry out the suicide. The more detailed the plan, the greater the risk
- Get professional help, even if the person resists
- Do not leave the person alone
- Do not swear to secrecy
- Do not act shocked or judgmental
- Do not counsel the person yourself

Life Can Be Hectic.
Your EAP Can Help.

1-866-327-2400
eap@deeroaks.com
www.deeroaks.com

Source: Mental Health America.
http://www.mentalhealthamerica.net/go/suicide

Retiree Assistance Program

Thinking About Retirement? Don't worry!

Deer Oaks, your Employee Assistance Program, has you covered.

Deer Oaks realizes that planning for and adjusting to retirement can be difficult. That is why we allow all retirees and their household members to continue to access EAP services for up to 6 months post-retirement.

Services include:

24/7 Assistance via the Helpline

Short-Term Individual & Marital Counseling

Referrals to Community Resources & Support Groups

Access to Online Articles, Tools, Tips & Resources

Interactive Online Will Preparation

Consultation with Attorneys & Financial Counselors to Discuss Legal/Financial Aspects of Retirement

Assistance in Obtaining Medical, Financial, Legal or Aging Services

Contact Us:
Toll-Free: (866) 327-2400
Email: eap@deeroaks.com
Website: www.deeroaks.com

Deer Oaks EAP Services

Deer Oaks EAP Services

Employee Assistance Program

Free and confidential assistance for you and your family

Your EAP Can Help With:

- Transition Back to Work from Military Service
- Legal/Financial Difficulties
- Depression/Anxiety/Grief
- Stress & Time Management
- Work & Life Transitions
- Family & Marital Problems
- Anger Management

1-866-327-2400

eap@deeroaks.com
www.deeroaks.com

Deer Oaks EAP Services

Coaching & Personal Development Resources Available for Supervisors & Managers Through Your EAP

Management Assistance Program

Deer Oaks offers support services to managers, supervisors and union leaders in dealing with difficult workgroup issues. Unlimited telephonic supervisory, management, and human resources consultation is available to provide guidance regarding issues, policies, practices and events that affect behavior in the workplace. Our staff offers a professional and objective viewpoint and can help managers to maintain a positive and productive work environment.

Supervisor Training Seminars

Supervisor Training Seminars are available and may be customized to meet each employer's needs. Through these seminars, executive staff, managers, and supervisors can gain perspective on their leadership strengths and challenges, as well as further develop their organizational and people skills. The EAP can assist management in enhancing personal and overall team performance through ongoing training.

Critical Incident Stress Management

Traumatic events can be extremely disruptive to the well-being and productivity of employees. Deer Oaks will respond quickly when asked to provide Critical Incident Stress Management Services for any major company incident.

Pre and Post-Incident Training for Managers

Deer Oaks offers consultation to supervisors and managers regarding disaster readiness, tools for developing a workplace violence prevention plan, and Disaster Preparedness Training such as developing a disaster plan, dealing with the long-term effects of a disaster, the role of HR in planning & recovery, and how managers can assist employees following a critical incident. These training topics provide a solid foundation in crisis support that ensures administration will have the knowledge and skills required to organize effective responses to critical incidents.

Lessons for Life Learning Center

Available on the Deer Oaks Work/Life Website, the *Lessons for Life Learning Center* is an interactive feature with articles, personal plans, assessments, audio advice and quick tips for self-improvement on a wide range of categories including mental health, personal development, wellness, management and workplace, health and behavior, parenting and childcare, and aging and eldercare.

Online Skill Builders

The Deer Oaks Work/Life Website also contains 18 online "skill builder" training courses offering printable certificates of completion. These courses are self-paced and may be started at any time. They cover a range of topics including, but not limited to business conversation skills, behavior-based interviewing skills for employees, leadership skills for women, presentation skills, and applying emotional intelligence in the workplace.

(866) 327-2400
www.deeroaks.com
eap@deeroaks.com

Deer Oaks EAP Services

Financial Fitness

HOW TO LIVE LEAN

EMPLOYEE ASSISTANCE PROGRAM
FEB 2015

Learn techniques to manage your money, reduce debt, and save for the future.

Your Employee Assistance Program can help with:

- Financial calculators for personal finance, home finance, investments, retirement, and more
- Library of financial articles and tip sheets
- Financial forms and tools available for download
- Resource links to financial information you need

TOLL-FREE:
866-327-2400
WEBSITE:
www.deeroaks.com
EMAIL:
eap@deeroaks.com

Available anytime, any day, your Employee Assistance Program is a free, confidential program to help you balance your work, family, and personal life.

DEER OAKS EAP SERVICES

SU PROGRAMA DE ASISTENCIA A

Conciencia sobre la depresión

La mayoría de las personas experimenta altibajos en la vida. La tristeza es una reacción normal ante acontecimientos tales como la pérdida de un amigo o un contratiempo en el trabajo. No obstante, si los sentimientos de vacío o desesperación persisten e interfieren con su capacidad para desempeñar sus tareas normalmente o disfrutar del tiempo con amigos o con la familia, quizás esté sufriendo una depresión. Estos son algunos consejos para hacerle frente a la depresión:

- Busque la ayuda de un experto: su médico es un buen punto de referencia para comenzar, y su Programa de Asistencia a Empleados también puede ser de ayuda. Solicite ayuda de inmediato si tiene pensamientos relacionados con hacerse daño a usted mismo o a otras personas.
- Infórmese lo más que pueda acerca de la depresión y sus síntomas, incluso si se siente bien. A veces es difícil identificar la depresión mientras la está padeciendo. En este sentido, contar con conocimientos de antemano puede ayudar.
- Pruebe diferentes formas de salir adelante, como actividades de relajación, actividad física de bajo impacto y siga con sus pasatiempos.

Su Programa de Asistencia a Empleados puede brindarle apoyo gratuito, confidencial e independiente sobre este tema, así como asistencia en cualquiera de los desafíos laborales, personales y familiares que la vida puede presentarle.

DEER OAKS EAP SERVICES

SIEMPRE DISPONIBLE. SIEMPRE CONFIDENCIAL.

NÚMERO TELEFÓNICO GRATUITO: **(866) 327-2400**
CORREO ELECTRÓNICO: **eap@deeroaks.com**
SITIO WEB: **www.deeroaks.com**
USUARIO: **ciaustin**
CONTRASEÑA: **ciaustin**

Controlar la ansiedad

CÓMO HACERSE CARGO

PROGRAMA
DE ASISTENCIA
AL EMPLEADO
ABRIL DE 2015

Conozca las técnicas que lo ayudarán a controlar la ansiedad.

Su Programa de Asistencia al Empleado puede ayudarlo con:

- Artículos y hojas con consejos sobre cómo reconocer la ansiedad y reducir el estrés
- Información sobre meditación y relajación
- Consejos en formato de audio y video sobre técnicas de respiración y yoga
- Enlaces a recursos para buscar información adicional

NÚMERO TELEFÓNICO GRATUITO:
(866) 327-2400
SITIO WEB:
www.deeroaks.com
USUARIO:
ciaustin
CONTRASEÑA:
ciaustin

Disponible en cualquier momento, cualquier día, su Programa de Asistencia al Empleado es un programa gratuito y confidencial para ayudarle a equilibrar su vida laboral, familiar y personal.

DEER OAKS EAP SERVICES

A Supervisor's Guide to Handling Critical Incidents

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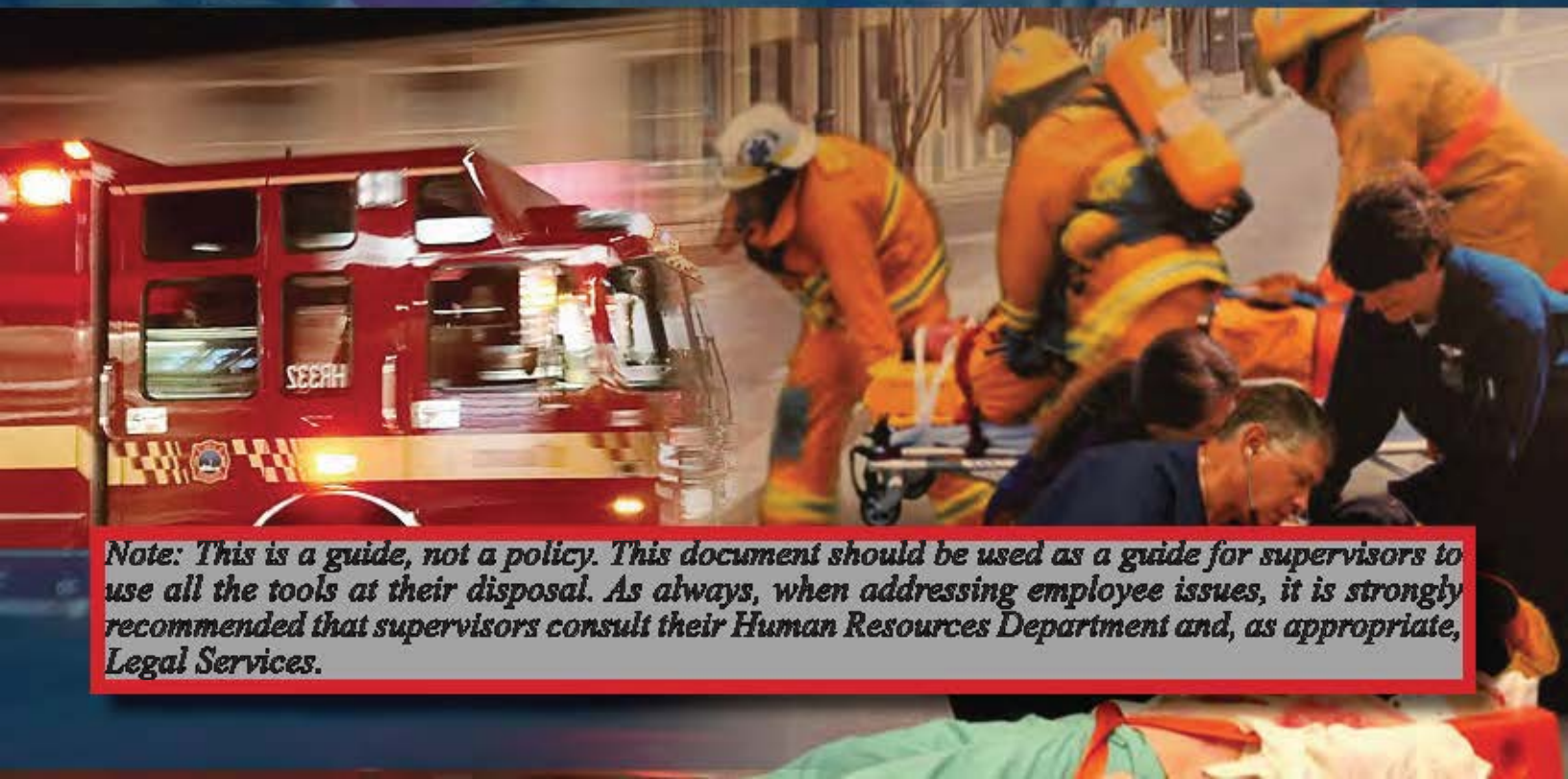
EAP SERVICES



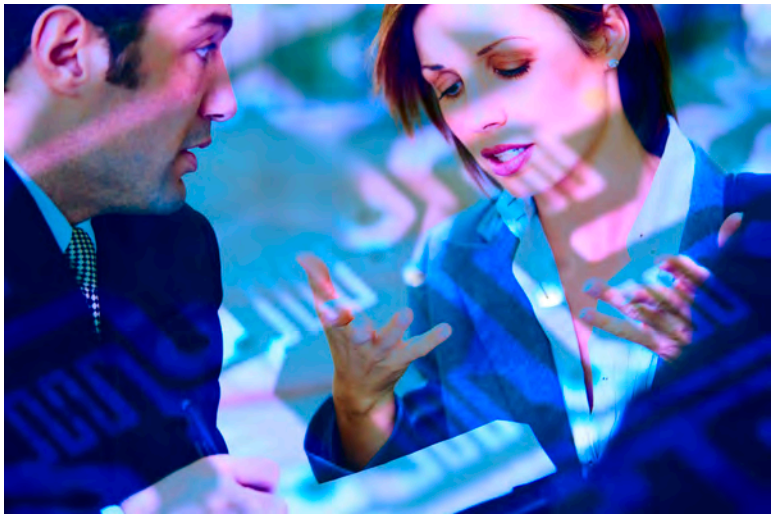
Note: This is a guide, not a policy. This document should be used as a guide for supervisors to use all the tools at their disposal. As always, when addressing employee issues, it is strongly recommended that supervisors consult their Human Resources Department and, as appropriate, Legal Services.

Coping After a Workplace Critical Incident

Deer Oaks EAP Services

EAP Supervisor Guidelines

Employee Assistance Program: Mandatory Referrals



Deer Oaks EAP Services

General Inquiries:

(866) 327-2400

www.deeroaks.com

eap@deeroaks.com

For Mandatory Referrals:

(877) 249-4751

ManagerConsult@DeerOaks.com

Employee Enhancement Newsletter

Helpful Resources from your Employee Assistance Program

April 2015

Anxiety Disorders in the Workplace

Anxiety disorders are highly treatable, yet only one-third of those who suffer from an anxiety disorder receive treatment. Anxiety disorders are medical illnesses. They are chronic, relentless, and can grow if left untreated.

Most people feel a little anxious before a big speech, a job interview, or a visit to the doctor. Sweaty palms and butterflies in your stomach are normal reactions. Crippling fear, however, is not normal.

Having an anxiety disorder is not a sign of moral weakness. In fact, experts believe that anxiety disorders are caused by a combination of biological and environmental factors, much like physical disorders, such as heart disease or diabetes. The most common anxiety disorders are panic disorders, phobias, post-traumatic stress disorders, obsessive-compulsive disorders, and generalized anxiety disorders.

Major Signs and Symptoms of an Anxiety Disorder

Although each anxiety disorder has its own distinct features, all include some degree of excessive, irrational, or ongoing anxiety or fear, and feelings of dread and terror. Specific symptoms can include:

- Sweating, trembling, nausea, and difficulty talking
- Painful, intrusive memories, or recurring nightmares
- Fatigue, headaches, muscle tension, muscle aches, irritability, or difficulty swallowing
- Persistent obsessive thoughts
- Intense feelings of panic and fear

Tips for Employers

- Educate employees and managers about mental health disorders, including anxiety disorders. Encourage employees to seek care when they need it by educating the workforce that mental illnesses are real and can be effectively treated. Teach supervisors how to (and how not to) intervene appropriately by focusing on job performance.
- Promote the use of employee assistance and health programs. Early intervention is key. Remind employees of the availability of resources for staying healthy and productive. Ensure that employees know how to access care confidentially and quickly by providing information on how to do so in multiple places and throughout the year. Heavily push these messages during times of stress, at the holidays, and so forth.
- Integrate mental health educational messages in health communication strategies. Include content about anxiety disorders in company newsletters, on the intranet, and in other regular employee communication platforms.

Source: Partnership for Workplace Mental Health. (n.d.). Anxiety disorders. Retrieved November 18, 2013, from http://www.workplacementalhealth.org/

Online Seminar Reminder

Disrupting Negative Thoughts

When:

April 21, 2015

Where:

www.deeroaks.com

Webinar Times (CST):

11:00 AM- 12:00 PM
AND
1:00 PM - 2:00 PM

You See a Shrink?

You can avoid the judgment that comes when you admit you need help—professional help, from a mental health therapist.

It is often the assumption that if you go to therapy that you have serious problems you cannot manage on your own and there is something fundamentally wrong with you. In reality, if someone is attending therapy, they tend to be on the healthier side of self-love and self-awareness.

Because seeing a therapist is stigmatized, many people who want to seek help, either often don't, or they keep their therapy private so they do not invoke judgment.

Clinical psychologist Dr. Sherrie Campbell, author of Loving Yourself: The Mastery of Being Your Own Person, offers this advice:

- Everyone can benefit from therapy. We are not here to do life on our own nor are we equipped to be 100% objective in our own lives. Therapy is the perfect way to get that objective view, get to know yourself more deeply, analyze your habits of behavior and find solutions and resolutions to life's everyday issues. Even healthy people seek therapy.

- Deniers don't attend therapy. The unhealthiest people, the people who need treatment the most, are the ones who never consider therapy. In their mind they are never wrong, it is always someone else's problem, and they should not have to change. The people who end up in therapy are those trying to deal with the relationships they have with these people who deny there is a problem.

- Own your personal journey. If you have chosen to attend therapy, be proud of it. Most people who are seeing the benefits of therapy tend to brag about how much the therapy is changing their lives. We all want to be happy, and when you communicate about your therapy as a major benefit to your life, you will be surprised how many people either ask for your therapist's information or confess back to you they have also sought therapy. When you own and take pride in your growth, much to your surprise many others will take your lead.

Health-e headlines ™

Prevent Diabetes—Smart Steps Toward a Healthier Life

Just because diabetes may run in your family, you can avoid or delay its development.

You can reduce your risk for type 2 diabetes by eating a healthy diet, getting plenty of physical activity, and losing excess weight, according to NIH in Health.

Type 2 diabetes arises because of problems related to a hormone called insulin. When your body digests food, it's broken down and converted to glucose and other molecules, which then travel through the bloodstream. Insulin signals cells to let glucose in for use as an energy source.

In a person with type 2 diabetes, either the body's cells have trouble using insulin or the body isn't producing enough insulin. As a result, glucose can build up to harmful levels in the blood. That's why people with diabetes often have high blood glucose levels.

These high levels raise your risk for heart disease, blindness, amputations, and other serious conditions.

People who are overweight, obese, or inactive are much likelier to develop type 2 diabetes. You can change these risk factors. Studies look at weight loss, even small amounts, as helping reduce risk.

Steps to prevent diabetes

- Move more. It doesn't matter what activity you do, as long as you enjoy it.
- Choose healthy foods. Eat fiber-rich fruits and vegetables.
- Maintain a healthy weight. With healthy eating and physical activity, you can drop pounds and keep them off.
- Set reasonable goals. Start with small changes, even walking 15 minutes a day. Add 5 minutes per day next week and so on. Goal: 30 minutes, 5 days a week.
- Record your progress. Keep a diary of what you eat and drink and the number of minutes you exercise to stay focused on your goal.
- Keep at it. Making even small changes is hard in the beginning. If you get off track, start again.

Best exercise for people with diabetes

The best exercise for anyone with diabetes may be a notch above a casual walk, according to Jamie Cooper, assistant professor of nutritional sciences at Texas Tech University.

"A person should exercise to the point when they're breathing a little bit harder and sweating a little bit—then they know they're working more intensely," Cooper said.

The type of exercise really doesn't matter as long as you're moving and getting some exercise in regularly. Find something you enjoy and are motivated to do is probably more important than the specific type of exercise to treat diabetes. The reason for this is that exercise needs to be done regularly and long term.

"It's not something you just do once a month or for a couple of weeks and quit. It has to be something you adapt into your new, healthier lifestyle and do on a regular basis," Cooper said.

Health-e headlines ™

Look Who's Walking

Dog owners walk nearly twice as much as their neighbors without dogs, according to a study in the American Journal of Preventive Medicine. Maybe it's the extra duty to get up and out for exercise that gives dog owners a new leash on being active with their pets.

Health-e headlines ™

Sound Asleep

If you live to age 85, you may have slept nearly 250,000 hours—more than 10,000 full days, according to the Baylor University sleep researchers. Sleep is not "lost time," as many think. Sound sleep is linked to better mental health, improved cardiovascular health, and fewer severe disorders and diseases, they said.

Health-e headlines ™

An EAP Reminder

Life Can Be Hectic. The EAP Can Help You Find Your Balance.

Deer Oaks, your EAP, is always available to you and your household members.

If you are struggling with children, finances, or just want some practical advice on health or the mind-body connection, contact Deer Oaks by calling the Helpline.

Counselors are available 24/7 to provide you with immediate care.

Clinician's Corner..

Monthly Advice from the Deer Oaks Clinical Team

"Anxiety is the gap between now and the future" –Fritz Pearls

Anxiety is one of the most prevalent mental illnesses in the United States, with the National Institute of Mental Health citing 18% of adults in the United States as suffering from some type of anxiety disorder. Of that percentage, 22% have been diagnosed with a severe anxiety disorder. Furthermore, the average age of the onset of anxiety is shockingly young – 11 years old. Anxiety disorders range from having very specific fears or anxiety-based behaviors (phobias, Panic Disorder, Obsessive Compulsive Disorder) to reacting to traumatic life events (Post Traumatic Stress Disorder). As uncomfortable and prevalent as these disorders may be, certain talk therapies have found to be very effective in decreasing symptoms and improving quality of life.

At some point in our lives, all of us have triggers and life events that cause us stress and worry. Usually, these phases pass and we are able to resume normal every day activities. People who suffer from anxiety tend to feel anxious or worried most of the time and their worry includes fearing worst-case-scenarios (such as the health and well-being of themselves and others). Anxiety can affect sleep, appetite, concentration, memory, mood, and can co-occur with many other mental health issues such as depression and anxiety.

Treatment for anxiety can involve multiple interventions, the first of which is teaching relaxation. When we become anxious, our bodies react physically (increased heart rate, feeling hot, weakness in extremities, ringing in the ears, etc) and then our mind picks up on those cues and increases our anxiety. The same holds true for the reverse – we become anxious in our minds and our bodies follow suit. By teaching relaxation techniques, we can relax our bodies and then encourage our minds to do the same. Specific techniques that produce great outcomes for relaxation include deep breathing, progressive muscle relaxation, and visualization.

Another intervention for anxiety is retraining our brain to think in less black or white terms. When we become anxious, our brain starts to send extreme messages leading us to believe that the worse possible outcome is likely to occur in any situation. By targeting these thoughts and replacing them with more realistic outcomes, we can alleviate anxiety and worry considerably.

When left untreated, anxiety can worsen and lead to the development of other physical and emotional issues. If you feel as if worry has impacted your day-to-day life, consider reaching out for professional support. Deer Oaks counselors are available 24/7 and can provide supportive listening, tools, and referrals for overcoming anxiety.

By:
Kira Rogers, Psy.D, HSP-P
Regional Clinical Manager
Deer Oaks EAP Services, LLC

Beware of Credit Repair Scams

It's almost impossible to open your email or surf online without stumbling across ads to "repair your credit" or "fix your credit." Companies that pledge instant and remarkable improvements to your credit cannot deliver on their lofty promises.

These days, with credit at a premium, families are suddenly finding that they may be rejected for credit cards, loans, and mortgages, and the temptation to pay for services to "fix" the problem on their credit report can certainly be enticing. While there are steps that consumers can take to repair bad credit, all of these steps require little to no money, just time. There's usually no reason to pay someone to do these things for you, and no one can or should promise to improve your credit. The majority of these credit repair company offers cost significant money, and they often are unable to deliver on their grand promises.

Furthermore, these "credit repair" companies often recommend or use fraudulent and illegal methods to repairing credit. For example, some companies will send multiple credit disputes of negative (but accurate) records to the credit reporting agencies, claiming that information is incorrect, under the law that information must be verified as accurate within 30 days or should be removed from your record. This is illegal–accurate, negative information should not be disputed, and this information can be added back to your record once it's verified as accurate.

Another fraudulent method is to recommend that you open a new social security number or employer identification number. This is also illegal and fraudulent and definitely does not work.

The FTC website offers recommendations on how to recognize a credit repair scam. Beware companies that require money up front and recommend that you do not contact credit agencies yourself, among other things.

Keep in mind that any legal, ethical method to repairing credit can be done by you, without any fee. This includes sending a 100-word statement to the credit agencies, explaining your delinquencies, disputing any inaccurate information, and continuing to pay bills on time.

About Money Management International

Money Management International (MMI) is a nonprofit, full-service credit-counseling agency, providing confidential financial guidance, financial education, counseling and debt management assistance to consumers since 1958. MMI helps consumers trim their expenses, develop a spending plan and repay debts. Counseling is available by appointment in branch offices and 24/7 by telephone and Internet. Services are available in English or Spanish. To learn more, call 800.432.7310 or visit www.MoneyManagement.org.

2015 **Training** Catalog

CONTENTS

OVERVIEW 6
WHAT WE OFFER/PLANNING YOUR TRAINING 7
MONTHLY WEBINAR TOPICS 9
TRAINING CATALOG COURSES 10

People Management

ACCOUNTABILITY 10
COACHING FOR PERFORMANCE 10
COMMUNICATING CHANGE TO EMPLOYEES 11
COMMUNICATION SKILLS FOR COLLABORATION AND WORKING EFFECTIVELY WITH OTHERS 11
CONFLICT MANAGEMENT FOR SUPERVISORS AND MANAGERS 12
DIVERSITY IN THE WORKPLACE: MAINTAINING AN INCLUSIVE ENVIRONMENT 12
DRUG-FREE WORKPLACE COMPLIANCE 13
LEADERSHIP ESSENTIALS 13
LEVERAGING EMOTIONAL INTELLIGENCE AS MANAGERS 13
MANAGING DIFFICULT PERSONALITIES 14
MANAGING IN A MULTIGENERATIONAL WORKPLACE 14
MANAGING IN A VIRTUAL WORLD 14
MANAGING THE APPRAISAL PROCESS 15
MANAGING UNDER PRESSURE: MAKING DECISIONS AND COMMUNICATING 15
RECOGNIZING A TROUBLED EMPLOYEE 16
SELECTING THE BEST: EFFECTIVE HIRING TECHNIQUES 16
SEXUAL HARASSMENT PREVENTION IN THE WORKPLACE: OVERVIEW AND COMPLIANCE 17
STRENGTHENING THE TEAM: BUILDING A COHESIVE AND INCLUSIVE TEAM 17
THE ART OF DELEGATION 18
THE ART OF MOTIVATION 18
THE STRATEGIC PLANNING PROCESS 18
UNDERSTANDING MEDIATION TO RESOLVE DISPUTES 19
VIOLENCE PREVENTION IN THE WORKPLACE 19

CONTENTS

TRAINING CATALOG COURSES (continued)

Caregiving

BECOMING A FAMILY: NEW BEGINNINGS 20
CARING FOR AGING RELATIVES 20
CHANGING RELATIONSHIPS: YOU AND YOUR AGING PARENT/RELATIVE 21
EFFECTIVE COMMUNICATION WITH CHILDREN 21
EFFECTIVE DISCIPLINE STRATEGIES: FACTORS INFLUENCING CHILDREN'S BEHAVIOR 22
ELDER CARE COMMUNITY RESOURCES 22
ENHANCING YOUR CHILD'S SELF-ESTEEM 23
FAMILY TIES 23
GRANDPARENTS RAISING GRANDCHILDREN 24
HOME ALONE? WHEN KIDS "OUTGROW" CHILD CARE 24
IDENTIFYING SIGNS OF ADDICTION IN A LOVED ONE 24
MAKING THE GRADE: HELPING YOUR CHILD ACHIEVE IN SCHOOL 25
MEET YOUR TEEN 25
PARENTS TAKING ACTION 26
PREPARING TO LEAVE THE NEST 26
SUDDENLY YOU'RE A CAREGIVER 27
TEACHING CHILDREN TO EMBRACE CULTURAL AND RACIAL DIFFERENCES 27
TEACHING YOUR CHILD RESPONSIBILITY 28
TECHNOLOGY AND KEEPING YOUR KIDS SAFE 28
THE SANDWICH GENERATION: STRATEGIES FOR MULTIGENERATIONAL CAREGIVING 29

Financial

EFFECTIVE BUDGETING 30
HOME BUYING STRATEGIES 30
IDENTITY THEFT PROTECTION AND PREVENTION 31
INSURANCE ISSUES: MEDICARE AND MEDICAID 31
MAINTAINING PERSONAL AND FISCAL RESILIENCY DURING TOUGH ECONOMIC TIMES 32
MAKE YOUR MONEY WORK FOR YOU: A DEBT MANAGEMENT PLAN 32
PLAN YOUR DREAM VACATION ON A BUDGET 33
REBUILDING CREDIT: A DEBT MANAGEMENT PLAN 34
RETIREMENT: IT'S NOT JUST ABOUT THE MONEY 34
UNDERSTANDING HEALTH SAVINGS ACCOUNTS (HSAS) 34
YOUR ROUTINE FINANCIAL CHECKUP 34

CONTENTS

TRAINING CATALOG COURSES (continued)

Legal

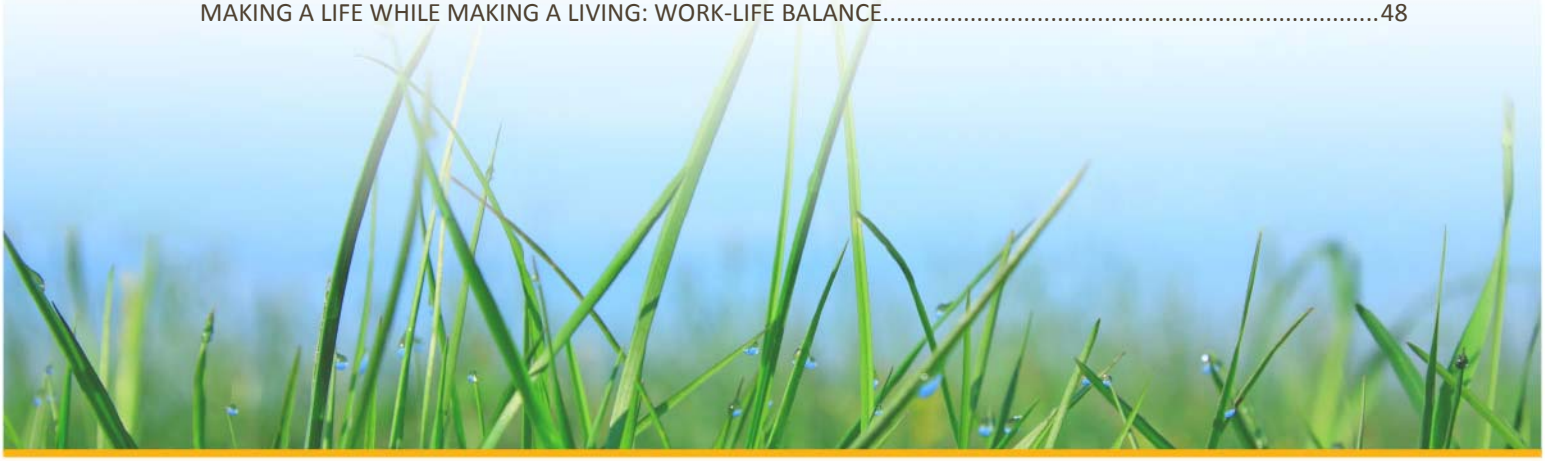
ESTATE PLANNING: FIVE ESSENTIAL DOCUMENTS 35
LEGAL ISSUES FOR ADULT DEPENDENTS 35
POWER OF ATTORNEY AND ADVANCE DIRECTIVES 36

Wellness

A PERSONAL GUIDE TO BUILDING RESILIENCY AND COPING WITH CHANGE 37
BEREAVEMENT: COPING WITH LOSSES 37
COMPASSION FATIGUE: INCREASING RESILIENCY 38
EATING YOUR WAY TO WELLNESS 38
EIGHT STEPS TO A HEALTHY HEART 38
EMOTIONAL SUPPORT: STAYING BALANCED IN A CHANGING WORLD 39
EMPLOYEE EAP ORIENTATION 39
EXAMINING RELATIONSHIPS: HEALTHY VS. UNHEALTHY 40
LET'S SLEEP ON IT: DEVELOPING A HEALTHY SLEEP PATTERN 40
LIGHTEN UP WITH LAUGHTER 41
LIVING WELL ON THE FAST TRACK: EATING HEALTHY ON THE RUN 41
RELAXATION TECHNIQUES AT THE WORKPLACE 41
SELF-CARE: REMAINING RESILIENT 42
THE PATH TO INNER PEACE 42
THE MIND-BODY CONNECTION 43
TIPS FOR SMOKING AND TOBACCO CESSATION 43
WILL THERE BE A COUCH? WHAT TO EXPECT FROM COUNSELING 43

Personal and Professional Development

BULLYING: CONFRONTING HOSTILITY IN THE WORKPLACE 44
BUSINESS ETIQUETTE AND PROFESSIONALISM 44
CHANGE OR REARRANGE IT WITH FENG SHUI 45
CRITICAL THINKING 45
DEALING WITH DIFFICULT PEOPLE 46
EFFECTIVE COMMUNICATION 46
EMOTIONAL INTELLIGENCE FOR SUCCESS 47
EVERYTHING IN ITS PLACE: GETTING ORGANIZED 47
HOLIDAZE: HOW TO ENJOY THE HOLIDAYS AND MINIMIZE HOLIDAY STRESS 47
KEEPING YOUR LOVE ALIVE 48
MAKING A LIFE WHILE MAKING A LIVING: WORK-LIFE BALANCE 48



CONTENTS

TRAINING CATALOG COURSES (continued)

Personal and Professional Development (continued)

MAINTAINING RESPECT AND CIVILITY IN THE WORKPLACE 49
MANAGING WORKPLACE STRESSORS 49
MAXIMIZING YOUR DAY: EFFECTIVE TIME MANAGEMENT 49
MOVING BEYOND THE BASICS: SAVING OUR PLANET 50
PLANNING FOR PROFESSIONAL GROWTH 50
SAY WHAT YOU MEAN THE RIGHT WAY: HEALTHY FORMS OF COMMUNICATION 50
THE ART OF CONFLICT RESOLUTION 51
THE SCIENCE OF INTERPERSONAL RELATIONSHIPS 51
YOU MAKE ME SO MAD! 51

Global

CONFLICT IN THE WORKPLACE: HALF-DAY WORKSHOP 52
CONFLICT, MEDIATION AND SUPPORT IN THE WORKPLACE: 1-DAY WORKSHOP 52
HELPING CHILDREN ADJUST TO AN INTERNATIONAL MOVE 53
MAKE THE MOST OF AN INTERNATIONAL ASSIGNMENT 53
PRACTICAL STRATEGIES TO STAY SAFE 54
RETURNING HOME: RECONNECTING 54
SUPPORT FOR ACCOMPANYING PARTNERS 55

OVERVIEW

THE DEER OAKS TRAINING PHILOSOPHY

By providing a wide variety of seminars, Deer Oaks can assist your organization in promoting a healthy and motivated work environment where employees are engaged and effective in their roles. These learning opportunities are designed to educate and motivate employees and managers to be proactive and effective in managing their work responsibilities and personal lives.

Designed using adult learning theories, the seminars engage participants in collaborative learning. Our carefully selected and experienced training professionals guide facilitation of content that is based on industry research, skills practice, action planning, and group discussions. The interactive environment allows for discussion and sharing of ideas, as well as accelerates the transfer of learning back to the job and the participants' personal lives.

Seminars are designed to assist participants in learning new skills, adapting to change and challenges, increasing performance, and utilizing resources that enhance personal effectiveness and morale. Participants gain practical knowledge and useful strategies to help them problem-solve and improve relationships. The benefits to the organization include retention and commitment of key talent and high performers, higher levels of engagement and motivation, and a more knowledgeable and focused workforce.

Initiatives for Life, People Management, and Professional Development

The Deer Oaks Training Team staffs experts in human resources, organizational development, talent management, and training and development to design and deliver customized programs for organizations' unique training needs.

WHAT WE OFFER

The Deer Oaks Training team currently has memberships to professional training and academic organizations to stay abreast of the technology, training research, and workforce development industry. We currently serve on HR management boards, in professional networking organizations, and as adjunct instructors at local colleges.

Our global network trainers have a minimum of 5 years of experience in their content area(s), knowledge of the industry, and familiarity with workplace environments. All trainers have knowledge of adult learning theories and principles, facilitation skills, and a minimum of an associate's or bachelor's degree; the majority of our trainers are degreed at the master's level. All experience and licensing information is verified prior to acceptance into our network.

We continually recruit qualified trainers in specific content areas and/or specific geographic regions; the training network is continually developed based on the specifications of client needs. Our facilitators are selected for their subject matter expertise, facilitation skills, and knowledge of workplace practices and adult education principles. Facilitators have experience in the following content areas:

- Workplace issues
- Personal development
- Caregiving
- Geriatric services
- Legal matters
- Consumer financial Issues
- Parenting
- Wellness
- Management development
- Organizational development
- Leadership development

CLASSROOM TRAINING

Collaborative learning engages participants in their own learning through guided facilitation of meaningful learning, illustrations, exercises, practical examples, and group discussions. Facilitators present practical information, help manage the session with flexibility to meet participant needs and expectations, and recognize that the character and learning style for each learner varies.

PLANNING YOUR TRAINING

- All trainings must be requested by completing the Online Training Request Form via https://wpoglstraining.zendesk.com
- Requests for training must be submitted 4 weeks in advance in order to ensure the training date and to reserve the best-qualified trainer for your request.
- Requests for legal and financial seminars must be submitted 6 to 8 weeks in advance.
- Most seminars/trainings are 60 minutes in length. If more or less time is needed, please indicate your desired timeframe on the training request form. In most cases, we are able to schedule seminars during timeframes that best meet the needs of your workforce.
- Minimum attendance is 10 participants per seminar/training. Please consider rescheduling if expected attendance does not meet this minimum guideline. Special requests are considered on a case-by-case basis.
- Seminars may be provided on-site or by webinar. Please indicate your desired format on the training request form.
- We require a 72-business hour cancellation notice for all on-site and webinar seminars. Failure to give notice may result in a cancellation fee or deduction of the seminar hour(s) from the employer's bank of available hours.
- Training, wellness seminar and health fair participation hours are subtracted from the employer's contracted bank of training hours or may be provided on a fee-for-service basis based on the terms of your contract. Please refer to your employer contract for the number of training hours included in your bank and the applicable fees for additional hours beyond your allotted seminar bank. You may also ask your account manager.

2015 WEBINAR TOPICS

January:	**GET YOUR HEAD IN THE GAME** Focus on the now
February:	**FINANCIAL FITNESS** How to live lean
March:	**GET IT TOGETHER** Make your disaster plan
April:	**ADDRESSING ANXIETY** How to take charge
May:	**SIGN ON THE DOTTED LINE** Essential documents for everyone
June:	**BETTER TOGETHER** Workplace communication and collaboration
July:	**UNPLUG TO RECHARGE** How to disconnect
August:	**CAUGHT IN THE MIDDLE** The new sandwich generation
September:	**SHIFTING GEARS** Learn to negotiate change
October:	**HEADS UP** Tips for better brain health
November:	**QUIT IT** Dropping unhealthy habits
December:	**START SOMETHING** Change your life for the better

CONDUCTING A SYSTEM CHECK

Prior to Joining a Webinar: If you are attending a Webinar for the first time, you will need to check your current technology against the WebEx technology requirements.

To automatically test your system requirements, click on the *System Check* tool. To read about system requirements, click on *System Requirements* or *Detailed System Requirements*. Need help joining the Webinar via WebEx? Click on *Help Joining a Webinar*. To practice joining a test Webinar via WebEx, click on *Practice Joining a Test Webinar.*

PEOPLE MANAGEMENT

ACCOUNTABILITY

Individually we must be accountable for our own performance, but as managers we must also be accountable for our employees' performance. We must clearly define and express our expectations for them in order for them to perform at the level that we want them on. We must also provide constructive feedback on a consistent basis with the intent to help increase performance.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Create a congruent workplace where individual employees contribute to the organization's mission
- Develop a plan to effectively communicate expectations
- Identify personal barriers to employee productivity
- Discuss strategies to hold employees accountable in a way that motivates and produces results

COACHING FOR PERFORMANCE

Coaching is a challenge that can be extremely rewarding. As you follow the guidelines in this session, you will meet that challenge and develop relationships that will be meaningful both for you and for those you mentor.

HOW YOU WILL BENEFIT

In this session you will learn techniques and tools for appropriate coaching, as well as

- The value of coaching and successful delegation, the various types of coaching, and the benefits that it provides in the long run
- Elements of coaching
- How to compare and contrast effective coaching techniques, tools, and applications

COMMUNICATING CHANGE TO EMPLOYEES

Change management is a planned and organized approach to moving individuals, teams, and organizations from a current state to a desired future state. Employees going through difficult changes at work usually have a hard time. The good news is that there are many ways we can effectively manage the changes in our personal and professional lives. This session will help managers help employees through a change and unearth strengths and skills employees never thought they had.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Describe the components of change management
- Identify the phases of change
- Provide tips for responding to change
- Discuss the importance of communicating and helping employees adjust

COMMUNICATION SKILLS FOR COLLABORATION AND WORKING EFFECTIVELY WITH OTHERS

A manager needs to be able to effectively communicate with his or her team to build trust. You are able to build a better rapport when you are able to give clear and concise instructions. As an effective communicator you can also resolve conflict. In this seminar you will engage in a discussion on basic communication principles, including the impact of nonverbal cues on communication. You will also learn about the behaviors and skills involved in active listening.

HOW YOU WILL BENEFIT

This session will help you create a collaborative process that is effective with all communication styles. You will

- Identify the characteristics of effective communication
- Recognize ways to facilitate mutual respect
- Recognize the importance and impact of nonverbal cues on communication
- Discuss the Golden Rule and the Platinum Rule
- Consider ways to create a respectful and cohesive workplace as a leader/manager

CONFLICT MANAGEMENT FOR SUPERVISORS AND MANAGERS

Keeping your team focused and motivated is a full-time job in itself, but conflict within your team can make your job impossible. During this seminar you will explore how to reach resolutions that are agreeable to all parties involved and get your team focused on moving forward. You will learn conflict management strategies that will boost performance and increase collaboration among your team.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Explore different types of conflict
- Identify conflict management styles
- Develop an understanding of the role of communication
- Connect conflict management styles with a variety of personality types
- Consider ways to create a collaborative environment

DIVERSITY IN THE WORKPLACE: MAINTAINING AN INCLUSIVE ENVIRONMENT

It is very important to understand the value of hiring and retaining a respectful and culturally sensitive diverse workforce. Every member of the workforce brings unique skills, background, and experience vital to the successful completion of the company productivity and service goals. Diversity brings to a workforce a rich source of creativity and problem-solving to help reach business goals.

HOW YOU WILL BENEFIT

Learn the value of having a diverse workforce as well as learn ways you can promote respect and cultural sensitivity.

When you leave this session you should be able to

- Recognize the importance of managing for diversity
- Identify the elements involved in successfully recruiting and retaining a diverse workforce
- Put into practice tips for communicating appropriately in a diverse work environment

DRUG-FREE WORKPLACE COMPLIANCE

Substance abuse can have a number of negative consequences on the employee(s) in the workplace. The safety of employees is severely compromised throughout the workday. This seminar models the Department of Transportation's Drug-Free Workplace training.

HOW YOU WILL BENEFIT

This seminar examines

- Signs and symptoms of substance use and how to deal with employees who have job performance problems that could be related to alcohol and other drugs
- The necessary skills for referring employees to the Employee Assistance Program (EAP), other treatment providers, and/or drug and alcohol testing
- Reasonable suspicion and supervisor responsibilities

LEADERSHIP ESSENTIALS

What is the difference between leadership and management? This session explores the role leadership plays in managing others. You will learn methods to achieve success in guiding and motivating others, while leading with a sense of focus, purpose, and direction. Additionally you will learn tips for addressing employee issues and concerns.

HOW YOU WILL BENEFIT

This seminar explores the fundamental concepts of leadership, including

- Differentiating leadership and management
- Discussing the ways leaders influence and motivate employees
- Having a plan to address employee issues and concerns

LEVERAGING EMOTIONAL INTELLIGENCE AS MANAGERS

Great leaders understand themselves and the people they manage. They are able to recognize their own feelings and those of others, are self-motivated, and understand the needs and motivators of others. This interactive and insightful training workshop focuses on emotional intelligence, self-awareness, and relating to others.

HOW YOU WILL BENEFIT

Emotional intelligence (EQ) is important to effective leadership. Raising your EQ will help you create a healthy and productive workplace. When you leave this session you should be able to

- Understand the importance of emotional intelligence in the workplace and as a leader
- Learn how the brain can hijack our emotions
- Discuss how to positively intervene during an "amygdala attack"
- Assess your own levels of emotional intelligence
- Learn strategies to increase your empathy and to manage your emotions
- Create an action plan to develop your level of emotional intelligence

MANAGING DIFFICULT PERSONALITIES

Not all employees are the same; some personalities are easier to interact with than others. Just about every workplace has a diverse blend of personalities and preferences. Learn how to communicate and facilitate a positive working relationship with any personality type. We will also examine the role of attitudes and perceptions, along with how to make the most of our diverse relationships with others.

HOW YOU WILL BENEFIT

When you leave this session you will

- Develop insight in managing different personality types in the workplace
- Develop a cohesive team through individual strengths and differences
- Identify your own attitudes and perceptions of people who are different from you

MANAGING IN A MULTIGENERATIONAL WORKPLACE

Today's workforce is composed of generations with different values and priorities. This session will identify the characteristics and key motivational factors of each generation. This session evaluates ways to effectively engage and motivate each generation. Explore commonalities and discuss differences to build strong teams while bridging the generational gap.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Identify common areas of conflict between generations
- Determine ways to motivate each generation
- Effectively communicate across generations
- Create a plan to manage multiple generations successfully

MANAGING IN A VIRTUAL WORLD

Working remotely is becoming more prevalent in today's society. It has its pros and cons just as working from an office does. We will address many components of how to effectively manage a virtual or decentralized team.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Identify challenges to creating and maintaining successful virtual teams
- Provide practical strategies and best practices to communicate with and manage a decentralized team

MANAGING THE APPRAISAL PROCESS

Performance appraisals are essential for the effective management and evaluation of staff. Appraisals help individuals improve organizational performance and feed into business planning. Formal performance appraisals are generally conducted annually by managers for all staff in the organization. This session will assist managers by providing some tips and suggestions for making the process enjoyable and rewarding.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Discuss the managerial role in performance appraisals
- Identify barriers in the communication process
- Discuss effective strategies for providing feedback

MANAGING UNDER PRESSURE: MAKING DECISIONS AND COMMUNICATING

When times are tough, how do you manage your team? How do you handle the pressure? This seminar will equip you with techniques that will strengthen your ability to respond (not react) to high-pressure situations. This session also covers tools for making decisions during tough times and communicating decisions.

HOW YOU WILL BENEFIT

This seminar will teach you to

- Examine how you respond to challenging situations
- Be empowered during the decision-making process
- Evaluate options to make an informed decision
- Discuss strategies to hold employees accountable in a way that motivates and produces results

RECOGNIZING A TROUBLED EMPLOYEE

Employee performance should be a major focus for all managers. At some point in your management career you are likely to experience/encounter at least one troubled employee. It is important that you know what to do and what not to do.

HOW YOU WILL BENEFIT

In this session we will discuss

- The difference between a troubled and a difficult employee
- The role of the manager in responding to a troubled employee
- Strategies to achieve positive results
- How to deal with a dangerous and troubled employee

SELECTING THE BEST: EFFECTIVE HIRING TECHNIQUES

Selecting the best candidate is vital to establishing and building a successful organization. Learn effective interview techniques to hire the best talent. It is important to note that hiring the wrong candidates can be costly to the organization and can negatively affect employee morale. As a manager, your performance is connected to the performance of the people you hire. You can minimize the frustration of hiring the wrong person by attending this course.

HOW YOU WILL BENEFIT

This session will provide you with knowledge on how to effectively conduct an interview that will bring about the most success in finding that perfect candidate. When you leave this session you should be able to

- Discuss the three standard interview processes
- Discuss the STAR method
- Identify the various rating biases and discuss ways to prevent these biases from affecting the interview process

SEXUAL HARASSMENT PREVENTION IN THE WORKPLACE: OVERVIEW AND COMPLIANCE

In this seminar employees will learn the common effects of harassment and the legal ramifications involved with sexual harassment. We will discuss examples of sexual harassment behaviors and discuss ways to avoid acting in harassing ways. Additionally, general sexual harassment reporting procedures will be reviewed.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Increase your overall awareness about forms of harassment in the workplace
- Define sexual harassment and discuss examples of this behavior
- Review/revisit your organization's anti-harassment policy
- Discuss legal rights and appropriate procedures if harassed
- Learn how to avoid harassing actions

STRENGTHENING THE TEAM: BUILDING A COHESIVE AND INCLUSIVE TEAM

"The way a team plays as a whole determines its success. You may have the greatest bunch of individual stars in the world, but if they don't play together, the club won't be worth a dime." ~ Babe Ruth. Participants will engage in a discussion on basic communication principles and complete a fun small-group exercise to identify communication barriers. The facilitator will introduce elements of clear communication. Participants have an opportunity to practice listening, questioning, confirming, and encouraging in several interactive group exercises.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Discuss strategies for creating and maintaining an inclusive environment
- Understand constructive ways to communicate with others
- Identify methods for building respectful relationships
- Explore tips for overcoming relational challenges in the workplace

THE ART OF DELEGATION

Maximize productivity by learning the art of delegation. Delegation can foster teamwork and boost employee morale. Successful managers show confidence and competence when assigning tasks to experienced employees. Today's employees face an ever-growing workload. There may have been times when it was easier to just do it yourself, but you can't do it all. Attend this session for tips on delegating an assignment while ensuring accuracy in the process.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Identify the elements of delegation
- Discuss the roadblocks to successful delegation
- Recognize 10 key steps to successful delegation
- Evaluate 10 warning signs that your delegation skills need improvement

THE ART OF MOTIVATION

Understanding what motivates people allows managers the opportunity to build a strong team. Effective managers learn how to motivate through interaction and discussion.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Discuss research on employee motivation
- Identify the three goals that employees seek at work
- Discuss the four dimensions of employee engagement

THE STRATEGIC PLANNING PROCESS

It is crucial for managers and supervisors to understand the value that strategic planning brings to an organization. Knowing how your department aligns with the mission and goals of the organization is valuable to the success of the organization. This seminar reviews the stages of the strategic planning process.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Identify key concepts involved in strategic planning
- Identify ways you can contribute to your organization's strategic success
- Discuss strategies to hold employees accountable in a way that motivates and produces results

UNDERSTANDING MEDIATION TO RESOLVE DISPUTES

Alternative Dispute Resolution (ADR) is the method of resolving disputes or issues that are considered to be outside of the judicial process. Mediation is a form of ADR and is a way of resolving disputes between two or more parties. Many employers utilize this method for workplace issues. Mediation involves a neutral third party bringing two sides together with the aim of reaching a mutual agreement. Learn how organizations are using mediation to resolve employee issues and to decide if mediation could work in your organization.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Identify the aspects of Alternative Dispute Resolution
- Discuss how organizations use mediation to resolve employee issues
- Provide strategies for resolving workplace issues using mediation

VIOLENCE PREVENTION IN THE WORKPLACE

Research shows that violence in the home follows victims into the workplace and often results in absenteeism, low productivity, and turnover. In this session we will discuss the prevention of violence in the workplace as well as how to deal with it should it actually occur. We will discuss risk factors that may increase this behavior and also indicators of problem behavior. Once we know the risk factors and indicators, we will move on to the proper response to workplace violence, what employers can do, and how employees can protect themselves.

HOW YOU WILL BENEFIT

This session will help participants define workplace violence, learn how to recognize it, and learn how to handle a potentially violent employee. You will learn to

- Discuss ways to prevent and deal with workplace violence
- Identify risk factors that may increase a worker's risk for workplace violence
- Describe indicators of problem behavior
- Discuss methods of responding to disruptive, threatening, or violent behavior
- Identify what employers can do to help protect employees and what to do after an incident

CAREGIVING

BECOMING A FAMILY: NEW BEGINNINGS

Learn strategies to help manage the transition to working parent after the birth of a baby. More than 90% of all men and 25% of all women with children who are under the age of one work full time. While many new parents feel joy and pride in their new families, tensions often arise as one or both partners integrate full-time work with new caregiving roles. This seminar helps participants to successfully navigate the changes that arise in relationships and the new roles that parenthood requires.

HOW YOU WILL BENEFIT

You will gain a clearer understanding of the issues that face a new parent and the most productive strategies to integrate the demands of work and parenthood. You will

- Understand the changes in family dynamics and roles that come with a new baby
- Learn to identify factors that cause tension to increase—from too many responsibilities to lack of communication
- Learn options that may ease the process of returning to work
- Understand the impact of a positive mindset as you create a path for your new family

CARING FOR AGING RELATIVES

Learn how to determine the best level of care for an aging relative. As older relatives age, they may require more care than family or neighbors can provide. Many younger relatives then face the difficult decision of seeking the right kind of outside care. This seminar is a helpful first step. You'll learn about observing and assessing your relative's ability to perform the activities of daily living (ADLs)—from bathing and dressing to eating regularly and correctly taking medications. Some elders may be unwilling to accept that they require additional care; this seminar explains how to communicate more productively about care options, from in-home assistance to assisted living and nursing care.

HOW YOU WILL BENEFIT

You will have a better understanding of how to determine the most appropriate level of care for your aging relative—and how to select care that ensures your loved one's highest quality of life and health. You'll learn to

- Observe and assess the elder's ADLs
- Involve your aging relative and other family members in decision-making
- Ask the right questions and observe the environment closely so that you select the best quality of care and lifestyle for your loved one
- Stay fully involved if the elder is settled into a new living situation

CHANGING RELATIONSHIPS: YOU AND YOUR AGING PARENT/RELATIVE

Learn how to communicate more calmly and productively with aging parents who can no longer live independently. Most adult children find it difficult to talk to parents about their decline in physical and mental abilities, outside care services they may need, and the possibility of new living arrangements. To make this process easier, the seminar will present you with techniques that overcome common communication barriers when elders are resistant, angry, or unwilling to listen. You will also explore helpful assumptions about aging and how to understand the loss of independence from the parent's perspective. The seminar will conclude with a summary of how to assess activities of daily living (ADLs), available care options, and a list of resources for aging adults.

HOW YOU WILL BENEFIT

As relationship dynamics change, communication techniques that help facilitate trust and allow aging parents or relatives to participate productively in decision-making about their future will help you to preserve their respect and dignity. This seminar will examine

- The challenges of aging from the aging parent or relative's point of view
- The likely changes in your relationship with an older relative
- Communication techniques to overcome resistance and anger
- Steps to determine the right level of care, services, and housing options for your loved one

EFFECTIVE COMMUNICATION WITH CHILDREN

Learn techniques that help you to communicate more productively with your children. You'll learn about different communication styles and how to communicate effectively, starting in early childhood. The seminar details parental techniques that minimize the "whatevers"—from paying attention and minimizing distractions during conversations to pausing for 30 seconds before engaging the child in a response. You'll also learn to avoid negative communication styles that hamper conversation and increase conflict.

HOW YOU WILL BENEFIT

Your relationship with your child will strengthen as you communicate more effectively. The seminar will help you to

- Understand the family benefits of positive communication
- Recognize different styles of communication
- Use techniques and conversation openers that help your child to stay interested and engaged
- Avoid conversation stoppers like sarcasm, guilt, and nagging

EFFECTIVE DISCIPLINE STRATEGIES: FACTORS INFLUENCING CHILDREN'S BEHAVIOR

"Many things can wait; the child cannot. Now is the time his bones are being formed, his mind is being developed. To him we cannot say tomorrow; his name is today." ~ Gabriela Mistral.
This seminar will help you to better understand your child's innate temperament and personality characteristics and what shapes his or her behavior and world view. While the foundation is laid at home, as the child starts school, he or she reacts to peer pressure, teacher and community expectations, and his or her own emotional state. You'll learn the negative impact of violence in the home, on TV, and in the school or community, and the positive steps you can take to help your child be healthy and well adjusted.

HOW YOU WILL BENEFIT

You'll leave the seminar with a greater understanding of what shapes your child and your own role in supporting healthy growth and acceptable behavior. You'll also be able to

- Identify four means—both positive and negative—to shape behavior
- Better understand your own child's temperament and influences through seminar exercises
- Learn specific actions to support healthy growth, from leading by example to encouraging beneficial social interactions with peers

ELDER CARE COMMUNITY RESOURCES

Find the resources you need to help an aging parent or loved one. Learn about available services, from home modifications that help the elderly to stay independent, to in-home caregivers who help with the tasks of everyday living and offer companionship. If you face the common problem of caring for an elderly loved one at a distance, the seminar will get you started on how to coordinate services and find local resources. If nursing care is required, you'll learn how to determine the highest-rated facilities and understand insurance options. Since caregivers often face burnout and stress, you'll also learn about resources for the caregiver, from support groups, both in the community and online, to resources available through the EAP.

HOW YOU WILL BENEFIT

The seminar will present you with a full range of options to care for aging relatives so that you will be able to

- Identify services that help older adults remain independent, from medical alert systems and home modifications to in-home care
- Locate local and federal resources and services, from Meals on Wheels to HUD grants
- Find resources to care for a loved one at a distance
- Understand the full spectrum of care available, from in-home services to Continuing Care Retirement Communities and nursing home care
- Find resources that offer support and respite for the caregiver

ENHANCING YOUR CHILD'S SELF-ESTEEM

Learn to recognize indicators of high self-esteem and how to enhance a child's self-esteem. The seminar will explain that a child who feels good about him or herself feels capable, confident, and self-assured. He or she displays creative, imaginative, and independent thinking. Low self-esteem is often exhibited in a reluctance to try new experiences, a feeling of powerlessness, and poor peer relationships. You'll learn what impacts self-esteem at each step of development as you explore parental, family, peer, and community influences. You'll also learn specific methods to enhance your child's self-esteem, from setting limits to promoting self-discipline.

HOW YOU WILL BENEFIT

By the end of the seminar, you will understand the importance of building self-esteem since it can determine your child's choices, level of achievement, and feelings of happiness and contentment. You will

- Have an understanding of how high or low self-esteem manifests in your child's behavior
- Recognize the factors, especially parental behaviors, that shape your child's self-esteem in various stages of development
- Understand that building self-esteem is cumulative
- Recognize that conflicts may emerge from the parent's dream for the child and the child's own unique hopes and wishes

FAMILY TIES

Since over a third of all children can expect to live in a stepfamily at some time during their childhood, blended families that co-parent are becoming the new "normal." This seminar illustrates that handled in a consistent and loving way, managing children in blended environments can allow both children and parents to thrive. You'll learn tips for custody and visitation schedules, school meetings, and managing the child's medical needs. The seminar will lead you through the developmental stages of blended families, from fantasy expectations and subsequent conflicts to the development of new roles and norms that coalesce into a strong blended family. You'll learn the power of consistent rules and chores to help build positive family routines that boost each child's self-esteem and sense of responsibility. The seminar will conclude with resources to support new families, from lists of helpful children's books to community resources and services to ease family conflicts.

HOW YOU WILL BENEFIT

The seminar paves the way to help a family move from "step" relationships that focus on exclusion and disruption to "blended" families that focus on family togetherness and positive routines and roles. You'll be able to

- Understand areas of concern for blended families, from family loyalties to discipline and favoritism
- Apply practical parenting techniques to build a loving family
- Understand methods to help children become more responsible and confident in their family role
- Determine when a child is ready to stay home alone

GRANDPARENTS RAISING GRANDCHILDREN

Nearly s6 million children in America are being raised by other relatives—especially grandparents. As families without parents in the home grow (currently about one-third of all families), the role and profile of grandparents have changed. You'll learn that those raising children are usually under the age of 59 and face daunting challenges, from finding additional financial resources to obtaining adequate housing. Many also face social isolation, since most of their peers' children are grown. You will examine why so many parents are unable to raise their children, from drug issues to job loss or military deployment. The seminar will end with extensive resources and a summary of legal tips for grandparents who have become the primary caregivers for young children.

HOW YOU WILL BENEFIT

You will understand that grandparents (and other relatives) raising children when parents are not able is a growing cultural trend as you

- Better understand the challenges many grandparents face when they raise young children
- Learn about the Kinship Support Act and other legal and support services

HOME ALONE? WHEN KIDS "OUTGROW" CHILDCARE

With cell phone in hand many tweens feel safe to stay home alone. Learn the signs for readiness, general laws around self-care, and ways to help keep your child safe as he or she grows and becomes more independent.

HOW YOU WILL BENEFIT

By the end of this session you should be able to

- Identify the characteristics of responsible behavior
- Explain how to teach responsibility to your child
- Identify ways to determine if your child is ready to be left alone at home
- Apply specific tips for helping to keep your child safe when home alone

IDENTIFYING SIGNS OF ADDICTION IN A LOVED ONE

There are key signs to consider if you think a loved one may have an addiction. This session will provide an overview to this complex situation and options to consider when looking for help.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Define addiction
- Identify common signs and behaviors of addiction
- Discuss tips for having a conversation with the loved one
- Locate options for obtaining help for both the loved one and yourself

MAKING THE GRADE: HELPING YOUR CHILD ACHIEVE IN SCHOOL

Parents set the stage for learning. The seminar provides you with concrete steps to help your child get the most out of his or her school experience. You will understand the importance of modeling the behavior you'd like from your child. You'll learn how to make your family life education-friendly, from limiting TV and Internet access to structuring homework time. The seminar will also offer ways to get involved in your school so that you can be an effective advocate for your child.

HOW YOU WILL BENEFIT

The seminar will help you set the stage for learning as you

- Help your child's education become a joyful experience
- Make your family routines supportive of school work
- Find positive ways to intervene if your child struggles with school

MEET YOUR TEEN

The seminar explores the profound physical, emotional, and intellectual changes teens experience. You'll learn that teens' criticism of parental values, their willingness to try out risky behaviors, and their desire to follow peer and media trends are a normal part of establishing their own identity. The seminar will also lead you through an analysis of parenting styles as you consider the impact of each style on the maturing teen.

HOW YOU WILL BENEFIT

The seminar can help you to strengthen your relationship with your child as you

- Identify the myths of adolescence and how they influence your expectations for yourself and your teen
- Understand the motivations and developmental characteristics of the maturing adolescent
- Analyze your own parenting style as you explore the best approaches to supporting a teen's safe journey to maturity

PARENTS TAKING ACTION

Learn the importance of parental involvement in a child's educational career. Researchers have found that family participation in education is twice as predictive of a student's academic success as family socioeconomic status. Students who have parents involved in their education have better school attendance, get higher grades, have higher self-esteem, and use drugs and alcohol less frequently. The seminar explains that parents can keep the student academically engaged by helping with homework, establishing supportive family routines, and monitoring out-of-school activities. You will also explore cultural barriers to school involvement and the important role of the father in a child's education.

HOW YOU WILL BENEFIT

The seminar will help you to develop creative ways to support a child's educational process. You will

- Understand the advantages for your child when both parents participate in homework and school activities
- Explore ways you can support your child's education
- Identify barriers to parental school involvement

PREPARING TO LEAVE THE NEST

The late teen years can be a time of exciting new beginnings as well as of painful transitions as both children and parents face major life changes and conflicting emotions. As teens move into adulthood, they face the challenges and fears of taking on adult responsibilities while they savor new adult freedoms. Parents understand they need to let go as they worry about allowing children to make their own decisions—and mistakes. The seminar focuses on coping strategies for both teens and their parents as children move out of the home or go away to college. You will be encouraged to explore your own "empty nest" feelings and identify your greatest concerns about the process. You'll discuss the changing roles of parent and child and examine your own emotional responses as you move forward.

HOW YOU WILL BENEFIT

You will be able to have a deeper understanding of feelings of depression, sadness, and/or grief you may be experiencing as your children leave home, and how to develop coping strategies. This session will

- Encourage you to examine your own changing role and how to restructure your life
- Help you to give your teen positive strategies to cope with the transition to adulthood
- Examine the benefits of a child's moving away or going away to college
- Encourage you to stay in touch and connected even as your child moves into adulthood

SUDDENLY YOU'RE A CAREGIVER

Receive information and support if an unexpected illness in a loved one has made you a caregiver. Often a child or younger relative is surprised to become a caregiver if one parent has died and the other can no longer safely live at home, or the suddenly deteriorating condition of an ailing relative makes independent living impossible. This seminar will guide you through the decision process you face. You will learn about all the care options—and associated costs—available to an ailing adult, from in-home care services to assisted living. The seminar also helps you to consider all aspects of taking a loved one into your home—from family dynamics to safety modifications.

HOW YOU WILL BENEFIT

You will learn about all of the factors to consider when an ailing loved one can no longer live independently, including

- Integrating and understanding a loved one's wishes
- Assessing your capacity and ability as caregiver, including family needs, time availability, and home readiness
- Understanding both emotional and financial considerations in caring for the loved one
- Considering all care options, including in-home care and nursing facilities
- Creating support systems to maintain your own physical and emotional health

TEACHING CHILDREN TO EMBRACE CULTURAL AND RACIAL DIFFERENCES

Children can learn to grow up with a positive approach to cultural and racial differences. This seminar will explore how perspectives on culture and race develop in children. You'll also examine the ways children display lack of tolerance at every age group. The seminar will present models of behavior that teach children to embrace cultural and racial differences. Parents can help by listening to their children's feelings, pointing out areas of prejudice, and helping children to handle any conflict that may arise.

HOW YOU WILL BENEFIT

You will have a greater understanding of how children develop prejudices and how to teach children to feel positive about the cultural and racial differences they encounter. You will

- Learn how to model more accepting behavior
- Develop strategies for responding to children's questions and concerns
- Learn strategies to help children think more positively before prejudices deepen

TEACHING YOUR CHILD RESPONSIBILITY

Children can learn to become responsible adults. In this seminar you will review the characteristics of a responsible child—from accountability to fulfilling obligations. You will then discuss the importance of effective feedback, appropriate rewards, and other steps to raising a responsible child. You'll explore the role of self-esteem in the process and the negative impact of using guilt and arbitrary rules.

HOW YOU WILL BENEFIT

The seminar provides a great overview of the process of teaching one of the most important lessons in childhood, how to become a responsible adult. You'll explore

- The characteristics of responsible behavior
- The process of learning how to make good decisions
- Behaviors that block children from learning responsibility
- The importance of the parents' role in shaping responsible behavior

TECHNOLOGY AND KEEPING YOUR KIDS SAFE

Most children use technology with an ease and frequency that is almost incomprehensible for their parents. In a world of Facebook, texting, instant messaging, and endless apps on smartphones, how can parents keep children safe? This seminar is an overview on childhood in the Internet age. You'll become aware of all the communication options available to children and learn ways to add parental controls. The seminar touches on the risks facing children, from loss of privacy, to exposure to inappropriate materials, to how they may engage predators. You'll learn helpful tips, from where to locate the computer in the home to available parental computer monitoring programs. You'll even learn some of the most basic texting abbreviations.

HOW YOU WILL BENEFIT

You'll be more informed about children's access to information—and be more prepared to monitor and take control as you

- Learn about the variety of communication tools available
- Understand both the benefits and risks associated with the devices children use
- Learn tips that keep the adult in control

THE SANDWICH GENERATION: STRATEGIES FOR MULTIGENERATIONAL CAREGIVING

Almost 25% of all families are currently dealing with elder/parent care issues—while raising young children at home. Since this percentage is expected to increase to as many as 60% of all families in the next decade, this seminar provides a timely overview of how to cope as a member of the "sandwich generation." You will identify common family dynamics—from seniors who feel anger and shame at losing their independence and role in society, to children who are confused, frustrated, and embarrassed by a grandparent's decline. As stress increases, you will learn how to identify the triggers that indicate you may need more help and outside services.

The seminar concludes with coping strategies for the caregivers, most often women, who face the competing pressures of family life and work while they care for an elderly relative.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Understand the financial and emotional impact on both family and work
- Discuss the needs of the generations for effective communication
- Develop coping strategies
- Identify signs that additional assistance is needed

EFFECTIVE BUDGETING

What does money represent to you? The first step in effective budgeting is defining your money beliefs and your financial goals, both short-term and long-term. The seminar will guide you through the process of tracking your spending so that you understand how you currently spend money. You'll examine your obstacles to reaching your financial goals as you learn how to manage your debt and develop a personal debt reduction plan.

HOW YOU WILL BENEFIT

The seminar will provide you with the steps to understand your current budgeting style so that you can make effective reductions in debt. You'll examine

- Your money beliefs and how these affect your financial situation
- Ways to track your spending
- Proven ways to reduce debt and spending
- Financial tips and resources during a layoff

HOME BUYING STRATEGIES

Is home ownership the right path for you? This seminar will explore the advantages and disadvantages of home ownership. You'll learn about the process of buying a home, working with a Realtor, shopping for a home mortgage, and what to expect at closing.

HOW YOU WILL BENEFIT

The seminar will prepare you for home ownership. You'll discuss

- Mortgage lender options
- Available housing programs for down payment and closing cost
- Strategies to make the home ownership dream come true

IDENTITY THEFT PROTECTION AND PREVENTION

Learn to protect your personal information. As we pay bills, order products, and do banking on the Internet, we face the constant threat of thieves who can unlawfully obtain our personal information to commit fraud or other crimes. Stolen identities allow thieves to open new credit cards, take out loans, and even establish phone service. In this seminar, you'll learn how thieves gain access to your personal information and how you can tell that your identity has been stolen. You'll learn the steps to take immediately if you suspect identity theft. The seminar will provide you with detailed resources and phone numbers to call, as well as tips so that you avoid identity theft in the future.

HOW YOU WILL BENEFIT

You'll understand all aspects of identity theft and how to avoid it. The seminar will

- Help you to recognize when your identity has been stolen
- Provide tips for reclaiming your identity once it has been stolen
- Identify ways of protecting yourself from becoming a victim in the future

INSURANCE ISSUES: MEDICARE AND MEDICAID

With the rising costs of health care, your elderly loved one will need proper coverage. Identify various care payment sources and examine eligibility criteria and range of coverage.

HOW YOU WILL BENEFIT

You'll understand all aspects of Medicare and Medicaid, and additional resources available. The seminar will help you

- Identify your Medicare options
- Provide tips for choosing a Medicare option
- Discuss the basics of Medicaid and eligibility
- Provide resources for more information

MAINTAINING PERSONAL AND FISCAL RESILIENCY DURING TOUGH ECONOMIC TIMES

An active, positive approach can minimize the impact of a difficult financial outlook. This seminar helps you to investigate your own feelings about the current economy. You'll learn how to develop a "stress plan" that will help you to visualize a more positive future as you identify opportunities for change and strategies to improve your finances. You'll also go through the process of prioritizing your needs and exploring the full extent of your assets.

HOW YOU WILL BENEFIT

You will learn how to face financial challenges with resiliency and a positive outlook. The seminar will guide you to

- Understand the impact of the current economic climate
- Explore resilient responses to uncertain circumstances, including emergency events
- Plan a strategy for your own financial future that identifies ways to cut costs, explores opportunities you may not have recognized, and maximizes your assets

MAKE YOUR MONEY WORK FOR YOU: A DEBT MANAGEMENT PLAN

Do you wish that your money could work for you instead of the other way around? Learn tips to decrease your debt, improve your credit score, establish or reestablish credit, and better manage your money.

HOW YOU WILL BENEFIT

Specifically, in this session you will

- Discuss important credit principles
- Understand how to improve your FICO credit score
- Identify money management tips
- Discuss strategies for deleting your debt

PLAN YOUR DREAM VACATION ON A BUDGET

Travel can be a dream come true if you plan adequately. This seminar will lead you through each planning phase of a vacation. You'll be asked to consider all aspects of your dream holiday—where to go, with whom, when, and in what manner. You'll identify budgetary concerns and how to avoid scams. The seminar will also review in-state resources, best months for specific destinations, and Websites that make the planning easy!

HOW YOU WILL BENEFIT

You will be better prepared to plan a vacation that you'll remember with a smile. The seminar will help you to

- Think through all aspects of planning a vacation
- Incorporate frugal budgeting tips, including alternatives to expensive hotels
- Examine the full range of travel options, from day trips to international tours

REBUILDING CREDIT: A DEBT MANAGEMENT PLAN

It is never too late to build a bright financial future. Managing your finances and keeping a positive financial outlook are two of life's most complex challenges. Learn ways to maximize your finances, options for making the most of your dollars, and strategies for restructuring your credit rating to keep your financial situation on the right track. This seminar helps you to create a sound financial management plan.

HOW YOU WILL BENEFIT

You will learn how to employ basic financial principles to create a better financial future. The seminar will guide you to

- Identify strategies to increase your savings
- Develop methods to decrease debt quicker using your current income
- Provide tips for maximizing your credit score
- Identify methods for rebuilding your credit

RETIREMENT: IT'S NOT JUST ABOUT THE MONEY

Retirement planning is not just about your pension or 401(k); it's an entirely new chapter in your life. Retirement can bring with it a new living environment, a chance to explore interests, or maybe even a new career. In this session, you will investigate these topics and more to better prepare you for the retirement years to come.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Create your personal definition of retirement
- Discuss the aspects and stages of retirement
- Identify how to find a healthy balance in retirement

UNDERSTANDING HEALTH SAVINGS ACCOUNTS (HSAS)

Learn ways to save on your medical expenses. A Health Savings Account can help individuals save for qualified medical and retiree health expenses on a tax-free basis, but is it right for you? This seminar defines a Health Saving Account and helps participants explore the benefits of an HSA plan.

HOW YOU WILL BENEFIT

You'll understand all aspects of Health Savings Accounts and how to manage them. The seminar will

- Define a Health Savings Account (HSA)
- Discuss a High Deductible Health Plan (HDHP)
- Explain how to get started with an HSA
- Evaluate HSA versus FSA accounts
- Determine if an HDHP and HSA is the right option

YOUR ROUTINE FINANCIAL CHECKUP

Learn to manage your finances more effectively. During the seminar, you will be guided through the necessary steps to examine your finances from a variety of perspectives. First, you will review and prioritize all of your debts as you explore your assets. Then you will examine your financial goals in three phases. You will also explore your resources should you face financial emergencies, from illness to job loss. The seminar will conclude with a discussion of the six key areas of personal finance, from cash management to tax planning and estate conservation.

HOW YOU WILL BENEFIT

You will learn the basics of how to manage your finances and reach your financial goals. You will review

- Current debts
- Financial resources and assets
- Short-term, intermediate, and long-term financial goals
- The basics of cash management, risk management, and investment planning
- Retirement goals and funding sources

ESTATE PLANNING: FIVE ESSENTIAL DOCUMENTS

Be prepared to take action on planning your estate so your family's assets are protected. This seminar will guide you through the basics of estate planning. You will learn about the five important documents you should have prepared. You will understand the difference between wills, guardianships, and trusts. The seminar will also provide tips in identifying the best financial advisor so that you can reach your personal/financial goals while minimizing taxes.

HOW YOU WILL BENEFIT

You will be better prepared to plan your estate so you can protect your family's assets in the future. The seminar will guide you through

- Identifying the five important documents that you should have ready
- Understanding the basics of estate planning, will planning, guardianships, and trusts
- Discussing tips for identifying the best financial advisor
- Communicating your wishes and desires to family members and other individuals

LEGAL ISSUES FOR ADULT DEPENDENTS

Prepare your family for the future and the unexpected. Some family members may have lifelong illnesses or conditions that prevent them from making adult decisions; others become incapacitated as they age. This seminar will help you to examine the legal options that allow family members to care for adults who cannot make decisions for themselves. You will learn the basics of living wills, the durable power of attorney, guardianships, trusts and wills, and the legal provisions available to the healthy spouse when the other partner enters a nursing home.

HOW YOU WILL BENEFIT

You will understand the legal provisions necessary to care for an adult dependent and how to plan for your own or a spouse's incapacitation during a major illness or through aging. You will

- Learn which circumstances require a living will, the durable power of attorney, or a guardianship or trust
- Understand the importance of understanding your relative's wishes before he or she is incapacitated and the reasons to plan for all possible health situations in your own life
- Identify which documents and information to gather before you seek legal advice
- Learn the four essential legal documents everyone should have in place

POWER OF ATTORNEY AND ADVANCE DIRECTIVES

Communicate your wishes should an unexpected life event occur. This seminar will help you to understand and to select the appropriate legal provisions, from the power of attorney to advance directives, so that your affairs are in order when you face incapacitating illness or death. You will also explore the benefits of having your affairs in order to avoid possible family discord and strife.

HOW YOU WILL BENEFIT

You will be ready to make the right choices about necessary legal provisions in the face of unexpected illness or death. The seminar will

- Detail the basics of preparing a will and selecting the right power of attorney
- Provide reasons to prepare an advance directives document
- Explore the benefits of developing a financial inventory and a letter of instruction to your estate trustee so you can communicate your final wishes and any personal messages
- Prepare you to talk to your family about sensitive illness or end of life issues

WELLNESS

A PERSONAL GUIDE TO BUILDING RESILIENCY AND COPING WITH CHANGE

Learn strategies to remain resilient and healthy through all the ups and downs life has to offer, from a new baby or a job promotion, to illness or divorce. It's not what happens to us but how we respond to what is happening to us that has the strongest impact in our lives. When we are resilient, we are able to adjust quickly to new conditions, change our personal direction if required, and incorporate every life event more smoothly into our lives. This seminar will empower you to become more resilient as you learn to identify the traits of resilient people and understand the role of your thoughts and perception in shaping your response to life's joys and challenges.

HOW YOU WILL BENEFIT

You'll be able to adjust more easily to life's ups and downs as you

- Recognize what defines resiliency, from flexibility to a positive outlook
- Increase self-awareness about personal and work conditions that trigger stress in you
- Learn new ways of thinking about changes in your life that will boost your resilience

BEREAVEMENT: COPING WITH LOSSES

While grief touches everyone, the pain of loss is unique to each individual. However, we can learn that grieving itself is normal and that major losses will trigger conflicting emotions, from anger and denial to relief. This seminar will help you to explore your own reactions to loss, from a death to divorce. You will learn why some people are stuck in a "grief rut" as you discuss more healthy ways to grieve.

HOW YOU WILL BENEFIT

The seminar will help you to explore both the myths and the facts of the grief process. You'll examine

- The different and individual ways each person handles grief
- The ways both adults and children can learn to cope in a more healthy manner
- The understanding that since grief affects us all, grief becomes more tolerable when we offer the helping hand of support to those in grief

COMPASSION FATIGUE: INCREASING RESILIENCY

Strategies can overcome symptoms of compassion fatigue and stress. From 60 to 80% of all crisis workers, first responders, and mental and medical staff who work in high-stress environments may experience numbness, apathy, or emotional issues at some time in their careers. This seminar will identify the contributing factors and related symptoms, from emotional outbursts to chronic ailments and difficulty sleeping. You'll explore the common phenomenon of emotional contagion, as caregivers begin to take on the emotions of those they need to help or rescue. After understanding how compassion fatigue can develop, you'll learn specific strategies to reduce and defuse high stress levels and to develop resilience.

HOW YOU WILL BENEFIT

You will understand the impact of compassion fatigue, what it entails, and how to develop resilience, defined in the seminar as "the ability to withstand adverse events and stressful situations without falling apart, by actively and positively coping with stress." The seminar will help you to

- Recognize triggers that can lead to symptoms of compassion fatigue and stress
- Examine your own emotions and responses when you are challenged by high-stress events
- Evaluate your life and identify areas of life that you'd like to change
- Develop alternative strategies, including meditation and breathing exercises, to reduce and defuse high stress levels

EATING YOUR WAY TO WELLNESS

We always hear about having healthy habits; however, so many diet plans have warned us to stay away from particular food groups or eliminate certain things from our meals. This session focuses the USDA Food Plate with tips and resources on how to eat your way to better and long lasting health.

HOW YOU WILL BENEFIT

You will be able to

- Discuss methods of choosing and preparing healthy food
- Consider 11 tips for eating healthily on a budget
- Access additional resources to assist you in developing a plan for eating healthily

EIGHT STEPS TO A HEALTHY HEART

In the United States, the number 1 cause of death for both men and women is heart disease. Approximately 1 million people lose their lives to heart disease every year. And this doesn't impact just older adults. Half of the victims of sudden cardiac death are under age 65.

HOW YOU WILL BENEFIT

Utilizing the Mayo Clinic's heart-healthy diet concepts, this session will help you to

- Understand which heart disease factors are controllable
- Identify several key components of a heart-healthy diet
- Discuss tips for implementing a heart-healthy diet

EMOTIONAL SUPPORT: STAYING BALANCED IN A CHANGING WORLD

Change impacts all aspects of life. It is neither good nor bad, though every change brings a chance to self-improve or self-destruct. This seminar is focused on the concept that people who know how to manage change have more successful lives. You will deepen your knowledge of the change process as you review the factors that influence change and ask yourself key questions about change in your life. You'll focus on successful change management in the workplace as you review common change factors in corporations, from layoffs to mergers, and the increased stress and anxiety many employees experience. You'll learn how to take a more positive approach as you learn to embrace change and manage the elements that are within your control.

HOW YOU WILL BENEFIT

You will be more prepared to accept change as a challenge rather than a crisis and have a greater comfort level managing unexpected events as you

- Understand that change is inevitable and a normal part of life
- Learn that change in the workplace is handled most successfully when the people who are affected by change are given a chance to be part of the solution
- Recognize high-stress symptoms in yourself and others and learn more healthy coping skills
- Learn to manage change instead of avoiding it

EMPLOYEE EAP ORIENTATION

Learn about the benefit of free access to the Employee Assistance Program (EAP) if you require confidential counseling or consultation about an issue of concern. Major life changes, from the birth of a child to divorce or elder care, impact how we function at work. This seminar will provide you with an overview of when to seek help from your EAP program, who is eligible in your family, and the wide range of services and consultations that are available.

HOW YOU WILL BENEFIT

You will understand the EAP benefit and be prepared to use it effectively when you require counseling or specific legal or financial advice. You'll learn the following:

- When to use the EAP
- What kind of credentials you can expect from counselors and advisors
- Details about sessions, follow-up, seminars, lunch & learns, and other available services

EXAMINING RELATIONSHIPS: HEALTHY VS. UNHEALTHY

Learn to identify the characteristics of a healthy relationship both at home and at work—and what kind of relationships to avoid. You'll examine different types of relationships, from family and friendship to romantic and professional. You'll review real-life scenarios that are sure to stimulate lively discussions about what makes a relationship healthy or unhealthy. You'll also discuss bullying in the workplace and how it differs from legitimate feedback or disciplinary action. For those who need to let relationships go, the seminar explains how to "ACT"—accept the fact, consider one's own needs, and take time to heal.

HOW WILL YOU BENEFIT?

The seminar will deepen your understanding of healthy versus unhealthy relationships. You'll be able to

- Identify the characteristics of healthy and unhealthy relationships
- Understand how to establish personal and professional boundaries
- Determine when to let a toxic relationship go
- Understand when to seek help for prolonged sadness at a lost relationship or the inability to let a bad relationship go

LET'S SLEEP ON IT: DEVELOPING A HEALTHY SLEEP PATTERN

Did you know that 70 million Americans experience sleep-associated problems? Sleep is very important for everyone, regardless of age. Some people can get by on less sleep than others, but that does not mean that sleep is any less important for them. There are many factors that can impact our sleep. In this session we will discuss the types of sleep, steps to help you have better quality sleep, and sleep disorders, as well as myths about sleep.

HOW YOU WILL BENEFIT

You will be able to

- Describe the importance of sleep and its impact when the body is deprived
- Describe the types and stages of sleep
- Discuss the aspects of shift work sleep disorder
- Become aware of actions that sabotage your sleep
- Create a sleep "program" for yourself using tips to ensure a better night's sleep

LIGHTEN UP WITH LAUGHTER

The joy of laughter! Laughter is ingrained in us from childhood. Did you know that children laugh over 400 times a day? However, as we get older that laughter somehow begins to fade. Laughter has so many benefits, including some that we are not even aware of. Research has found that laughter is stimulatory. When we laugh we stretch the muscles in our face. Our pulse rate, heart rate, and blood pressure increase. We also begin to breathe faster. This in turn sends more oxygen to our tissues. Many people who believe in the benefits that they receive from laughing say that it is the same as a mild workout.

HOW YOU WILL BENEFIT

You will be able to

- Describe the psychological benefits of humor
- Identify appropriate uses of humor in the workplace
- Develop an action plan for improving humor

LIVING WELL ON THE FAST TRACK: EATING HEALTHY ON THE RUN

Living a hectic lifestyle but want to remain healthy? It can seem impossible to find time to exercise, cook healthy foods, and relax. Who has time in their day for all of that? With ever-increasing family commitments and work responsibilities, you may be depriving yourself of sensible, well balanced meals. You don't have to; this seminar will help you make healthier food choices while eating on the run.

HOW YOU WILL BENEFIT

Learn basic techniques for quick but effective exercises, and fast but healthy meals and snacks. You will learn to

- Incorporate quick and effective exercises
- Identify healthy food options
- Create a healthy meal plan

RELAXATION TECHNIQUES AT THE WORKPLACE

Take a break from the hustle and bustle of work to regroup and refocus. This seminar will cover stress busters, breath awareness, safe stretching to relieve tension, and correct posture for sitting and standing. During this session, you will experience relaxation techniques and come away feeling refreshed, with a new focus on relaxation.

HOW YOU WILL BENEFIT

You will learn to

- Identify common causes of stress
- Use stress busters and relaxation techniques to reduce stress
- Discuss the importance of good posture, the advantages it provides, and the consequences of developing bad posture
- Practice easy and safe stretching techniques that can be executed in the workplace

SELF-CARE: REMAINING RESILIENT

Learn to identify ongoing symptoms of stress and how to find a more healthy approach to the demands of work and home. Reconciling the demands of work and home life can be a source of constant tension. As a result, sleep disturbances, appetite changes, headaches, poor concentration, and irritability are common signs of too much stress. In this timely seminar, you will learn to identify emotional and physical symptoms of stress, assess your own situation, and learn hands-on techniques to bring balance to your work and personal life.

HOW YOU WILL BENEFIT

You will learn to

- Recognize the physical and emotional signs of stress
- Assess your own life balance situation
- Reduce the stress of transitioning from home to work
- Create an effective family unit
- Implement time management skills
- Become mindful of the benefits of self-care

THE PATH TO INNER PEACE

At some point in all of our lives we may lose track of ourselves and find ourselves stressed to the max about all of our responsibilities. We spend so much time running from task to task that we forget to stop and take a breath. Getting off the fast track and getting in touch with what is important in your life is one pathway to inner peace.

HOW YOU WILL BENEFIT

In this session we will explore how the speed at which our lives carry on can be detrimental to ourselves. We will talk about what inner peace really is and the five principles we need to develop our personal inner peace.

During this session we will also

- Discuss common dilemmas that we find ourselves struggling with on a daily basis and ways to become more aware of ourselves as well as others
- Discuss principles for developing inner peace

THE MIND-BODY CONNECTION

What people think and believe can affect their health. Research indicates that keeping the body in a relatively calm state is crucial to well-being and optimal health. Becoming aware of how your body feels when it is in a tense or anxious state is important to the keeping the body in a relaxed and calm state.

HOW YOU WILL BENEFIT

In this seminar you will learn relaxation and stress management techniques to help you maintain a calm state during stressful situations. You will learn to

- Identify the connections between mind and body
- Practice the relaxation response
- Identify how to recognize and manage stressful situations
- Recognize the benefits of relaxing your mind and body

TIPS FOR SMOKING AND TOBACCO CESSATION

Are you ready to quit smoking? This is a difficult decision, but it is the most important step you can take to improve your health and the health of those around you. This seminar helps you understand why you smoke and how smoking affects those around you. The world around you, your workplace, and your favorite restaurants have all quit smoking, and you can too!

HOW YOU WILL BENEFIT

You will learn to

- Identify the underlying reasons that cause you to smoke
- Recognize the obstacles to quitting
- Use tips for creating a personalized smoke-free plan

WILL THERE BE A COUCH? WHAT TO EXPECT FROM COUNSELING

Many people avoid counseling due to misconceptions or even fear. Learn about the counseling process, different types of counseling, what is talked about, and terminology used.

HOW YOU WILL BENEFIT

When you leave this session you should be able to

- Discuss some of the myths and realities of counseling
- Identify different types of therapy and counselors
- Understand what to expect in a counseling session
- Discuss tips for selecting a counselor

PERSONAL AND PROFESSIONAL DEVELOPMENT

BULLYING: CONFRONTING HOSTILITY IN THE WORKPLACE

Bullying behavior can be recognized and addressed in an empowering, respectful manner. This seminar will examine examples of workplace bullying and the many types of behavior that can be defined as bullying. All involve a misuse of power with the intention to intimidate or put someone down. You'll learn about the impact of bullying on the employee—from an inability to focus or work productively to stress leading to physical ailments. You'll also understand the difference between bullying and appropriate disciplinary action in the workplace. The seminar will conclude with specific actions both you and the employer can take to minimize office bullying.

HOW YOU WILL BENEFIT

You will have a clear understanding of the kind of behavior that constitutes bullying in the workplace and how to address it. The seminar will help you to

- Recognize bullying behavior
- Understand the impact of bullying, both on individual employees and on the workplace
- Examine contributing factors

BUSINESS ETIQUETTE AND PROFESSIONALISM

For success in the workplace, it is helpful to identify the traits of professional behavior. You will examine a wide range of characteristics that can help you to succeed, from accountability and punctuality to respect for others. The seminar will also focus on business etiquette and will help you to recognize tech-etiquette offenses, from too much multitasking to distracting interactions with technology during meetings or conversations. You will review the benefits of professional communications, with an emphasis on proper e-mail etiquette. The seminar will finish with a summary of the characteristics that constitute a professional work attitude and temperament, from proper business dress to personal integrity.

HOW YOU WILL BENEFIT

You will have a complete picture of the characteristics of the highly professional employee as you examine your own definition of professional behavior. The seminar will

- Help you to identify professional behavior
- Emphasize the importance of personal integrity and ethics
- Examine the elements of proper e-mail etiquette
- Provide an overview of professional temperament, work attitude, and spirit

CHANGE OR REARRANGE IT WITH FENG SHUI

Learn to energize and nurture each aspect of your life—from career to romantic relationships—with Feng Shui principles. You will learn to assess each room and use Feng Shui principles to apply changes that bring harmony and balance to your living space. You'll learn how to apply the Feng Shui map—the bagua—to your home so you can identify the areas in your home that correspond to the issues that matter most in your life, including health, relationships, children, and wealth. By the end of the seminar, you'll be ready to start making some basic changes yourself using colors, furniture arrangement, mirrors, fountains, and other simple décor items.

HOW YOU WILL BENEFIT

You will have a basic introduction to a 4,000-year-old practice that millions around the globe use to improve all aspects of their lives. You'll learn that

- Your home is a reflection of your thoughts, energies, and desires
- You can change the energy in your home by following Feng Shui design principles
- You can affect your income, your family relationships, your career, and even your health and family life by making changes in your physical environment

CRITICAL THINKING

"Too often we … enjoy the comfort of opinion without the discomfort of thought." ~John F. Kennedy. This seminar focuses on how to think critically and the benefits of critical thinking in the workplace. You'll identify what it takes to be a critical thinker, from judging the credibility of sources to developing and defending a reasonable position. You'll learn to use the "RED" model in your thinking, as you recognize assumptions, evaluate arguments, and draw conclusions.

HOW YOU WILL BENEFIT

You will be able to achieve a greater understanding of critical thinking as you

- Identify the attributes of a critical thinker
- Develop and enhance current critical thinking skills
- Learn how to apply critical thinking skills in the workplace

DEALING WITH DIFFICULT PEOPLE

While many folks we encounter may be pleasant to interact with, others can be extremely challenging. In some instances, the situation may escalate into disruptive behavior, and possibly even more than that. Learn strategies to remain cool and collected when dealing with a challenging or difficult person.

HOW YOU WILL BENEFIT

During this seminar you will apply knowledge of responding to an escalating situation while addressing violent behavior through role-play. The seminar will help you

- Identify contributing factors to dealing with people who are "challenging" or "difficult"
- Develop an understanding of effective communication and good listening skills
- Provide tips for effectively dealing with coworkers who are a challenge

EFFECTIVE COMMUNICATION

The ability to effectively communicate with others is one of the most powerful tools for personal and/or professional success. Most people are challenged by the many day-to-day interactions with coworkers, family, and friends. Emotion, communication, and conflict are present in all human interactions and affect each of us in different ways. Everyone manages emotion, communication, and conflict from habit—patterns and styles developed early in life and over time.

HOW YOU WILL BENEFIT

You will learn how to effectively listen and be a better communicator. The seminar will teach you how to

- Develop an awareness of your personality and communication tendencies
- Examine listening skills and learn ways to become an effective listener
- Discuss ways to overcome barriers to effective communication

EMOTIONAL INTELLIGENCE FOR SUCCESS

Learn the benefits of recognizing feelings in yourself and others, managing emotions, and balancing thoughts and feelings. These traits are associated with "emotional intelligence" and can improve the chances of leading a successful life. The seminar will examine the impact of emotional intelligence or "EQ" at home and at work. You'll learn that by recognizing the feelings of family members and coworkers and responding in a balanced, rational way, you can improve relationships and collaborate more effectively at work. The seminar also examines new brain research on emotions and the battle between the emotional and the thinking brain.

HOW YOU WILL BENEFIT

You'll be able to recognize EQ and understand its benefits. You'll learn that

- The ability to cope with daily situations and get along in the world includes both cognitive and emotional intelligence
- The emotional brain has a strong impact on behavior
- An "amygdala attack" of knee-jerk reactions and panic results when cognitive thinking stops
- Calm breathing and focused listening will add to EQ

EVERYTHING IN ITS PLACE: GETTING ORGANIZED

Did you know that clutter and disorganization can add stress to your life? When we are not organized, we waste precious time and create chaos in our lives. You can minimize the stress and maximize the tranquility that comes from putting everything in its place. Learn practical strategies to get on the path to a calmer surrounding.

HOW YOU WILL BENEFIT

During this seminar we will identify roadblocks to organization and learn ways to get organized, de-clutter, and simplify life by

- Discussing the characteristics of the four types of "clutter keepers"
- Identifying various roadblocks to organization
- Providing tips and techniques to make getting organized an easier task

HOLIDAZE: HOW TO ENJOY THE HOLIDAYS AND MINIMIZE HOLIDAY STRESS

Holidays are supposed to be joyful, but they can also create many headaches. This workshop will consider the sources of holiday stress and explore ways to minimize the tension and increase the fun for all involved. In this seminar we are going to discuss the two causes of holiday stress (internal and external), as well as ways to manage and reduce your stress and make your holiday just what you want it to be.

HOW YOU WILL BENEFIT

The seminar will help you

- Identify the sources of holiday stress
- Utilize practical tips for managing the holidays
- Learn ways to make this "your holiday"

KEEPING YOUR LOVE ALIVE

Why do some relationships last for 40 or 50 years, while others simply feel like "forever"? While every relationship has its ups and downs, why do some of them make it, but an equal number don't? Learn 10 relationship essentials, how to cope with challenges and conflict, and how to balance communication styles while keeping your relationship fresh.

HOW YOU WILL BENEFIT

Specifically, in this session you will

- Discuss the types of love relationships
- Identify the keys to longevity
- Explore how to cope with relationship challenges and conflict
- Discuss tips for balancing styles and keeping it fresh
- Put into practice the 10 relationship essentials

MAKING A LIFE WHILE MAKING A LIVING: WORK-LIFE BALANCE

Ever feel torn between work and fun time with the family? Do you have enough "me" time? Identify various ways to achieve balance with your personal, family, and work responsibilities. The conflicting demands of work and home can create stress and zap the time and energy needed to get everything done. In this seminar participants will find answers that will allow them to be more effective and more satisfied with both their home and their work lives.

HOW YOU WILL BENEFIT

Competing demands will be identified, and an assessment of central life goals will contribute to an understanding of how to achieve improved work-life balance. You will learn to

- Identify the sources that keep you out of balance
- Determine the meaning of work-life balance
- Learn time management strategies for effectively managing multiple demands
- Discuss the benefits of prioritizing important events
- Explore the role of delegation and communication with others
- Develop an action plan to balance work and life demands

MAINTAINING RESPECT AND CIVILITY IN THE WORKPLACE

Are you respectful to your fellow employees? Respect is the consideration we have for each other in all aspects: personal property, reputation, beliefs, values, feelings, thoughts, and emotional well-being. Therefore, it is critical to understand how our behavior can negatively affect the work environment and how we affect others around us, whether we know it or not.

HOW YOU WILL BENEFIT

You will

- Identify methods to assertively address inappropriate conduct within the workplace
- Increase civility and respect among colleagues and coworkers to promote a healthy work environment

MANAGING WORKPLACE STRESSORS

There are both professional and personal items that can cause stress. This session focuses on the professional or workplace items that could be causing stress. The goal for this session is to provide you with information applicable to the workplace stressors unique to you so that you can begin to address and manage these stressors effectively.

HOW YOU WILL BENEFIT

In this session you will

- Identify workplace stressors
- Review the impact of perfectionist tendencies
- Explore principles of time management
- Discuss tips for handling workplace stressors

MAXIMIZING YOUR DAY: EFFECTIVE TIME MANAGEMENT

Does the day seem to fly by and you haven't accomplished a thing on your to-do list? If time management is so easy to accomplish on our own, then why do we all feel overwhelmed? This session will provide a basic explanation of the time management process, provide characteristics of effective time managers, discuss the importance of prioritizing important events, and explore the role of delegation and communicating delegation requests with others.

HOW YOU WILL BENEFIT

Time management is a learned skill. It requires self-discipline and a desire to become conscious of how you manage your daily activities. You have to learn to prioritize your day. The seminar will

- Explain the time management process
- Provide characteristics of effective time managers
- Discuss the importance of prioritizing important events
- Explore the role of delegation and communicating delegation requests with others

MOVING BEYOND THE BASICS: SAVING OUR PLANET

First we learned the importance of the "3Rs": Reduce, Reuse, and Recycle. What else can we do? Saving our planet for future generations is more important than ever.

HOW YOU WILL BENEFIT

When you leave this session, you should be able to

- Recall the details of the 3Rs—Reduce, Reuse, Recycle
- Integrate environmentally friendly tips and ideas into everyday life
- Establish your environmental priorities
- Identify ways to take action in your community

PLANNING FOR PROFESSIONAL GROWTH

Professional growth and success don't just happen by chance. This seminar is designed to help participants define individual meanings for success and values, resulting in a personal mission statement. It will help workers to develop a process for creating realistic, attainable goals and action plans, as well as staying committed to reaching those goals even when there are obstacles.

HOW YOU WILL BENEFIT

You will develop a career plan that will lead to growth and development. The seminar will help you

- Discuss the Four Stages of Professional Careers
- Analyze strengths and opportunities for growth
- Develop a self-assessment plan

SAY WHAT YOU MEAN THE RIGHT WAY: HEALTHY FORMS OF COMMUNICATION

We may understand on an intellectual level that communication is important, but how often do we take the time to evaluate the effect of our communication in our relationships? There are many ways to communicate how you feel to the people in your life. Good family communication is the largest single factor in determining the kinds of relationships that we form with others. During this seminar we will explore how you can use communication to strengthen your relationships and to enhance mutual understanding.

HOW YOU WILL BENEFIT

In this session, learn guidelines and tips for healthy and successful communication. You will

- Identify barriers to clear communication
- Assess effective ways for dealing with difficult conflict
- Know when to give criticism and compliments
- Discuss ways to maintain successful family relationships

THE ART OF CONFLICT RESOLUTION

Conflict is inevitable. During this session we will be exploring different types of conflict and identifying conflict management styles. You will gain an understanding of the role of communication during conflict and learn to connect conflict management styles with a variety of personality types.

HOW YOU WILL BENEFIT

You will learn how to

- Increase awareness of personal conflict situations and reactions
- Explore the cost of conflicts to individuals and organizations
- Identify current patterns related to managing conflict
- Examine five alternative and constructive strategies for managing conflict

THE SCIENCE OF INTERPERSONAL RELATIONSHIPS

"We need merely to reflect for a moment on the sources of our greatest pleasure and pain to appreciate that nothing else arouses the extremes of emotion that are experienced in the course of personal relationships with other human beings." ~Steve Duck. Our brain affects how we interact and relate to others. The prefrontal cortex (PFC) regulates body systems. It gives us wisdom, mindsight, and empathy. Ultimately, it is the part of our brain that makes us human. This seminar explores cutting edge research around interpersonal neurobiology.

HOW YOU WILL BENEFIT

In this session you will

- Define interpersonal neurobiology
- Examine the brain function and its impact on relationships
- Explore the concepts of attachment and affiliation
- Review aspects of mindlessness, mindfulness, and mindset

YOU MAKE ME SO MAD!

According to AAA, "at least 1,500 people a year are seriously injured or killed in senseless traffic disputes." Road rage. Rude service encounters. Violence in the workplace. Why is everyone so angry? Learn about the causes of anger and how to manage it.

HOW YOU WILL BENEFIT

During this session you will

- Discuss the five natural emotions of humans
- Discuss the effects anger has on the brain
- Identify triggers and expressions of anger
- Explore tips on effectively managing anger

CONFLICT IN THE WORKPLACE: HALF-DAY WORKSHOP - (FEE FOR SERVICE)

This half-day workshop helps managers consider the causes, signs and escalation of conflict in the workplace. Managers then learn about the mediation process and how it can assist in resolving workplace issue when those issues have escalated. This workshop also includes focused discussion and role play.

HOW A MANAGER WILL BENEFIT

A manager who attends this workshop should be able to

- Recognize when issues have escalated into conflict
- Use mediation skills to address work place conflict

CONFLICT, MEDIATION AND SUPPORT IN THE WORKPLACE: 1-DAY WORKSHOP - (FEE FOR SERVICE)

Dealing with conflict in the workplace is one of the greatest challenges facing a manager today. This workshop will help that manager identify the causes, observe the signs and assist in intervening when conflict enters the workplace. Using the skills of mediation, reinforced through role play, the manager will be better able to support the employees in conflict so that they resolve their issues and agree a way forward. This workshop will also guide managers in how to help employees who have personal problems which affect their work and those who are returning to work after a prolonged sick leave absence.

HOW A MANAGER WILL BENEFIT

A manager who attends this workshop should be able to

- Understand the nature of conflict and its escalation
- Apply the mediation process in resolving work place conflict
- Understand how personal problems can affect the workplace
- Positively support an employee returning to work after sick leave

HELPING CHILDREN ADJUST TO AN INTERNATIONAL MOVE - (FEE FOR SERVICE)

Children are known to be resilient in most situations. However, culture shock can be overwhelming for anyone. Leaving their friends, school, and other familiar surroundings for the unfamiliar will understandably cause children to be apprehensive about an international move. Parents explore a variety of strategies to help children adjust socially and emotionally and ultimately thrive during the assignment.

HOW YOU WILL BENEFIT

You will be able to help your children transition to their new space. The seminar will

- Discuss the initial steps for informing children about a new move
- Address concerns specific to each age group
- Provide tips for helping your children adjust to a new life

MAKE THE MOST OF AN INTERNATIONAL ASSIGNMENT - (FEE FOR SERVICE)

Exploring new places can be exciting but a tremendous challenge at the same time. The anticipation and anxiety of preparing for an international assignment can be overwhelming. This session goes beyond providing a framework for the move. Learn how to adapt to the new situation by understanding the adjustment phases and setting realistic expectations.

HOW YOU WILL BENEFIT

Going through the process of clearly articulating personal and career goals will provide an important framework to use in maximizing the existing resources to get the most out of this unique experience. The seminar will focus on

- Techniques to help you organize your move
- Creating a timeline for the move
- Easing the transition of a big move for all involved
- Learning how to locate needed community resources
- Finding and getting settled in your new “home”
- Working in a new environment

PRACTICAL STRATEGIES TO STAY SAFE - (FEE FOR SERVICE)

How prepared are you if a major catastrophe were to strike tomorrow? According to a study conducted by USA Today, most Americans are currently unprepared for a natural disaster, terrorist attack, or other emergency. Only about one-third of Americans have a plan of action in place with family members in regard to their means to communicate with each other during a crisis. This session provides strategies for how to stay safe and engage in safety planning for yourself and your family.

HOW YOU WILL BENEFIT

This seminar addresses ways to stay safe under any circumstances. You will

- Identify your "state of readiness" for an unexpected disaster
- Provide tips for preparing the family for a disaster
- Develop an action plan for both work and home

RETURNING HOME: RECONNECTING - (FEE FOR SERVICE)

Being separated by distance from family, friends, and work can stir up feelings of alienation and isolation. Fitting back in requires a period of adjustment. Things may be very different upon your return. Your routine may not fit your current situation. What was once familiar has now become unfamiliar, which can cause a feeling of disorientation. This session can help you with the transition home.

HOW YOU WILL BENEFIT

Learn effective strategies to help all family members reconnect and reestablish themselves in work and home communities. The seminar will

- Identify the initial reactions repatriates feel upon returning home
- Discuss the concept of "reverse culture shock" and its causes
- Identify the four emotional stages of a repatriate
- Provide personal coping strategies to relieve the stress of coming home
- Provide tips to employers to reduce workplace turnover upon the repatriates' return

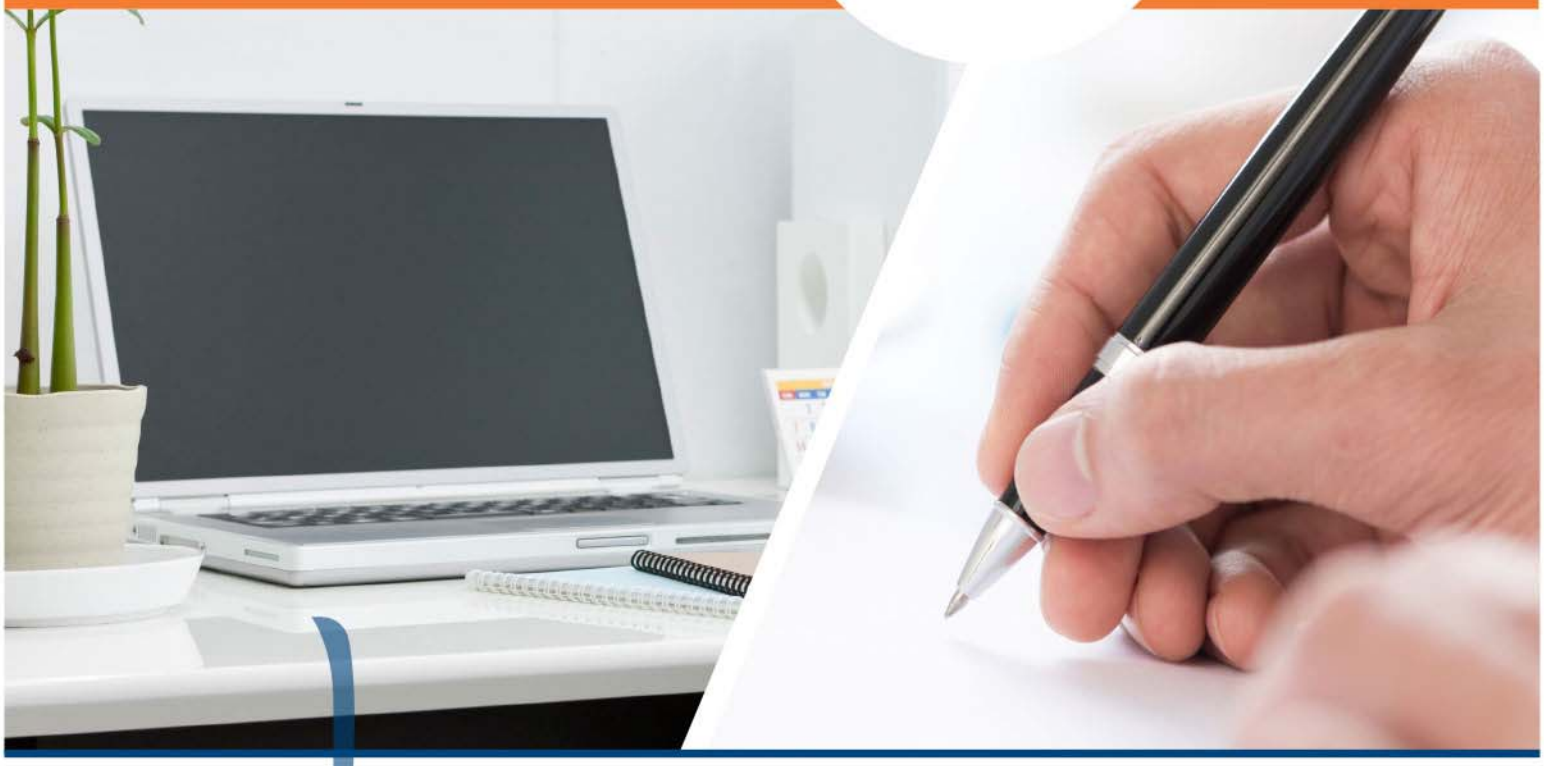
SUPPORT FOR ACCOMPANYING PARTNERS (FEE FOR SERVICE)

Uprooting from the familiar is difficult for all parties. The anticipation and anxiety of preparing for an international assignment can be overwhelming. This session goes beyond providing a framework for the move. Learn how to adapt to the new situation by understanding the adjustment phases and setting realistic expectations.

HOW YOU WILL BENEFIT

Going through the process of clearly articulating personal and career goals will provide an important framework to use in maximizing the existing resources to get the most out of this unique experience. The seminar will

- Set in place your own goals for the assignment
- Fully and creatively utilize your resources as an accompanying partner
- Learn how others have successfully addressed challenges



DEER OAKS EAP SERVICES
(866) 327-2400
www.deeroaks.com
eap@deeroaks.com

TAB 7: EFFECTIVE DATES AND TERMINATION DATES OF COVERAGE REQUIREMENTS

Tab 7: Effective Dates and Termination Dates of Coverage Requirements

Restate the Effective Dates and Termination Dates of Coverage requirements in 3.6 of the Scope of Work, Section 0500 and confirm acceptance of each requirement.

3.6. <u>Effective Dates and Termination Dates of Coverage Requirements:</u>

3.6.1. The Group Policy's effective date is January 1, 2016.

Deer Oaks confirms acceptance of this requirement.

3.6.2. Coverage is effective on the first day of employment for all newly hired full-time, part-time, and temporary employees of the City, employees of Affiliated Employers, and anyone living in their household.

Deer Oaks confirms acceptance of this requirement.

3.6.3. Coverage is effective the day following the retirement date of retirees and retirees of Affiliated Employers for:

3.6.3.1. A period of eighteen (18) months for counseling and/or referral services.

Deer Oaks confirms acceptance of this requirement

3.6.3.2. Access to a Tobacco Cessation course on a yearly basis.

Deer Oaks confirms acceptance of this requirement

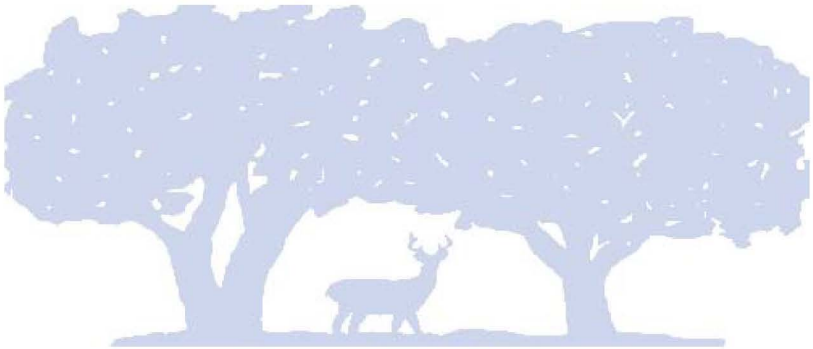
3.6.4. The EAP for employees who have been subject to a reduction-in-force is effective the day following their date of termination for a period of eighteen (18) months for counseling and/or referral services and the Tobacco Cessation course.

Deer Oaks confirms acceptance of this requirement

3.6.5. Continued access to EAP services must be available to employees and their dependents who are participating in City COBRA coverage as required by federal regulations.

Deer Oaks confirms acceptance of this requirement

TAB 8: ELIGIBILITY REQUIREMENTS



Tab 8: Eligibility Requirements

Restate the Eligibility requirements in 3.7 of the Scope of Work, Section 0500 and confirm acceptance of each requirement.

3.7. <u>Eligibility Requirements:</u>

3.7.1. The Contractor agrees to abide by the City's policies and procedures regarding eligibility and effective dates for all Covered Persons. Refer to Exhibit 3, the 2015 Employee Benefits Guide.

Deer Oaks confirms acceptance of this requirement

3.7.2. The City reserves the right to change eligibility requirements at any time at its discretion and requires vendors to accept any change.

Deer Oaks confirms acceptance of this requirement

3.7.3. The Contractor agrees, in the event of termination of this contract, to continue to provide services to a client who is under active treatment until the episode is completed, or the client is referred to a provider in the client's medical plan.

Deer Oaks confirms acceptance of this requirement

TAB 9: TRANSITION & IMPLEMENTATION REQUIREMENTS

Tab 9: Transition and Implementation Requirements

Restate the Transition and Implementation requirements in 3.8 of the Scope of Work, Section 0500 and confirm acceptance of each requirement.

3.8. <u>Transition and Implementation Requirements:</u>

3.8.1. Within thirty (30) days of the contract being awarded, the Contractor shall meet with the City to finalize the plan design, administrative procedures and expectations.

Deer Oaks confirms acceptance of this requirement

3.8.2. Within thirty (30) days of the meeting, the Contractor shall provide the City with at least five copies of an administrative manual detailing the plan design, administrative procedures and expectations as agreed upon during the meeting.

Deer Oaks confirms acceptance of this requirement

3.8.3. The Contractor shall provide training and education for appropriate City staff (approximately 10 employees) concerning all facets of program administration.

Deer Oaks confirms acceptance of this requirement

3.8.4. The Contractor shall meet with the City concerning reporting, financial responsibilities and to plan program promotion within thirty (30) days of the contract being awarded.

Deer Oaks confirms acceptance of this requirement

3.8.5. The Contractor agrees to provide City staff with all materials and communications for review and approval prior to distribution.

Deer Oaks confirms acceptance of this requirement

3.8.6. The Contractor shall initially supply approximately 3,000 copies of any written communication materials to be used by the City during Open Enrollment. Additional material must be provided at the City's request. The Contractor shall deliver requested materials within thirty (30) days of the contract being awarded.

Deer Oaks confirms acceptance of this requirement

3.8.7. The Contractor shall be fully operational including the ability to receive calls and schedule appointments as of 12:01 a.m. January 1, 2016.

Deer Oaks confirms acceptance of this requirement

TAB 10: CUSTOMER SERVICE REQUIREMENTS

A. 3.9 Scope of Work- Customer Service Requirements

B. Organization Chart of Customer Service Team/ Section 0620 Customer Service Information/Section 0625 Personal Counseling, Supervisor and Departmental Service Requirements

C. Flow Chart of Referral Process
D. Provider Offices for the City of Austin
E. HIPAA Policy and Consent to Release Information Form

Tab 10: Customer Service Requirements

Tab 10(A): Restate the Customer Service Requirements in 3.9 of the Scope of Work, Section 0500 and confirm acceptance of each requirement.

3.9. **Customer Service Requirements**:

3.9.1. The Contractor shall provide a dedicated staff and account representative. The Contractor shall provide the names that will be assigned to the City, their direct contact numbers, and their direct e-mail addresses.

Deer Oaks confirms acceptance of this requirement.

3.9.2. The Contractor shall respond to telephone calls and electronic mail from City staff within one (1) business day of receipt of the call/electronic mail.

Deer Oaks confirms acceptance of this requirement.

3.9.3. The Contractor shall provide online access to Contractor's services.

Deer Oaks confirms acceptance of this requirement.

3.9.4. The Contractor shall maintain a 24-hour, 7-day per week toll-free telephone line for crisis interventions and for telephone intake in English, Spanish and Teletypewriter (TTY).

Deer Oaks confirms acceptance of this requirement.

3.9.5. At a minimum, the Contractor's local hours of operation must be Monday – Friday from 7:30 a.m. – 5:00 p.m. Central Time.

Deer Oaks confirms acceptance of this requirement.

3.9.6. The Contractor shall ensure that referrals for treatment are made in accordance with the requirements of each employee's medical plan.

Deer Oaks confirms acceptance of this requirement.

3.9.7. The Contractor shall have the ability to refer clients to free or low cost community and state resources.

Deer Oaks confirms acceptance of this requirement.

3.9.8. The City requires the Contractor to have methods and procedures in place to ensure quality control for classroom taught instruction.

Deer Oaks confirms acceptance of this requirement.

3.9.9. The City requires the Contractor to have a grievance resolution process for clients who utilize counseling services.

Deer Oaks confirms acceptance of this requirement.

3.9.10. The Contractor shall arrive at all necessary trainings and meetings 15 minutes before the specified start time.

Deer Oaks confirms acceptance of this requirement with exceptions.

Proposed language: Deer Oaks will arrive 15 minutes prior to the start time of training sessions for setup purposes at least 90% of the time and to meetings 100% of the time. If Deer Oaks is unable to be at a scheduled training session within the required time period due to conditions beyond their control, no penalty will be enforced.

3.9.11. The Contractor shall measure customer satisfaction and report the results to the City on a bi-annual basis.

Deer Oaks confirms acceptance of this requirement.

3.9.12. The Contractor shall tailor the training to the work group being presented to ranging from professional employees to field crews; and the instructor should dress appropriately based on the type of work group they are presenting to (i.e., field crews, office workers, etc.).

Deer Oaks confirms acceptance of this requirement.

3.9.13. Training shall incorporate different mediums including but not limited to visuals, handouts, videos, etc.

Deer Oaks confirms acceptance of this requirement.

3.9.14. Training shall be designed to be interactive and engage participants.

Deer Oaks confirms acceptance of this requirement.

3.9.15. The Contractor shall provide trainings in Spanish, as requested.

Deer Oaks confirms acceptance of this requirement.

3.9.16. The Contractor shall be responsible for any audiovisual equipment or other resources needed for training.

Deer Oaks confirms acceptance of this requirement.

3.9.17. City staff shall have authority to video tape and/or photograph Contractor staff at any in-house training presentation held during the contract period.

Deer Oaks confirms acceptance of this requirement.

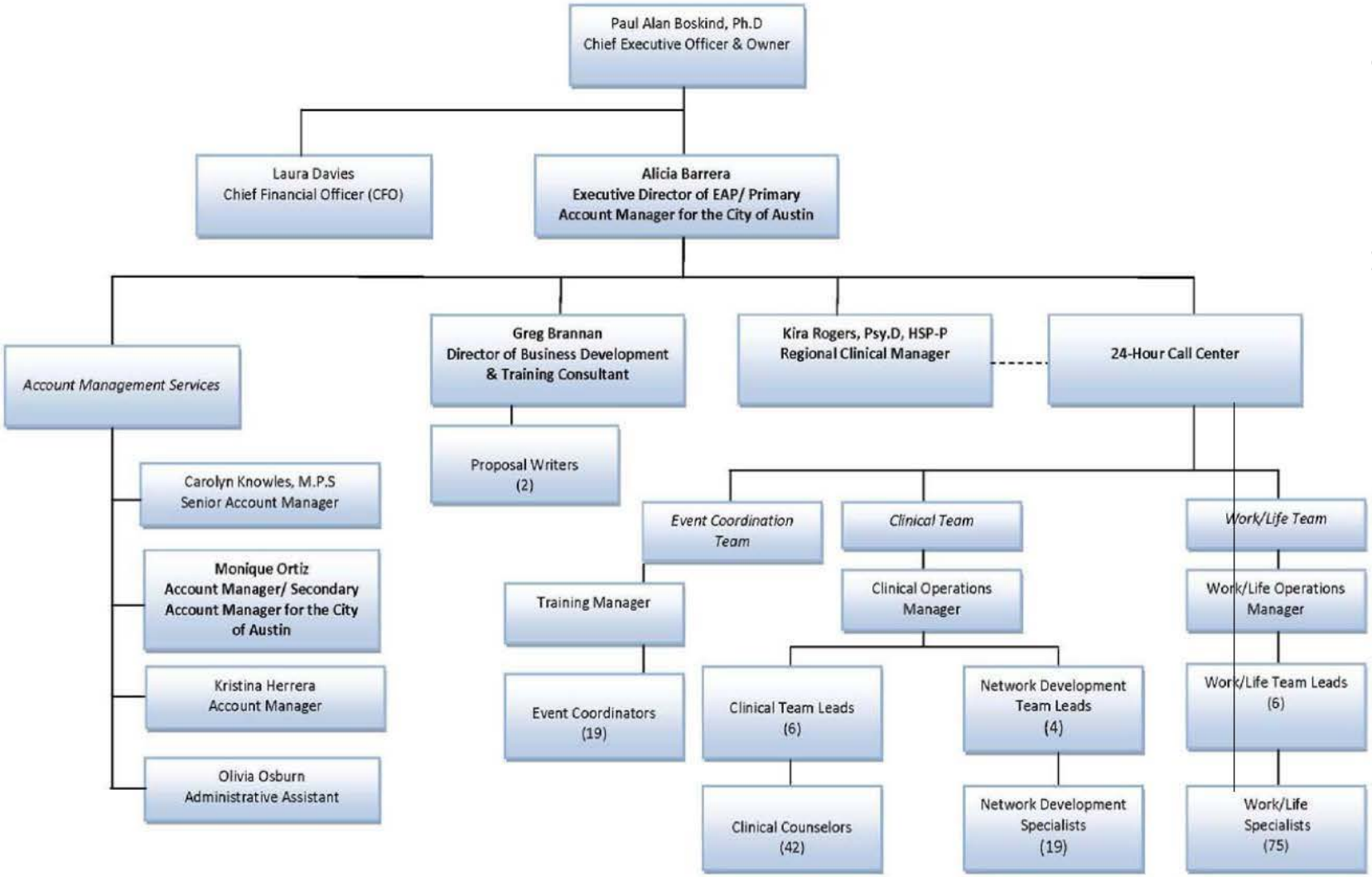
3.9.18. The Contractor must attend four (4) Health and Lifestyle Expos to provide program information.

Deer Oaks confirms acceptance of this requirement.

Tab 10(B): Include the following:

A. Provide an organization chart of your Customer Service team.

Deer Oaks EAP Services Organizational Chart- Customer Service



Bolded names represent Key Personnel for the City of Austin

B. Complete Section 0620 Customer Service Information.

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. JRD0305
EMPLOYEE ASSISTANCE PROGRAM
SECTION 0620: CUSTOMER SERVICE INFORMATION

Complete and include in Tab 10(B) of your Proposal.

Question	Answer
Location of Customer Service unit?	*Account Administration/Account Management:* 126 E. Main Plaza, Ste. 8, San Antonio, TX 78205 *Primary Call Center:* 3020 Highwoods Blvd., Raleigh, NC 27604
# of Customer Service Representatives (CSRs)?	Deer Oaks has a total of 129 Customer Service Representatives comprised of 81 Work/Life Consultants and 48 Clinical Team Members. Unlike many other EAP companies, our Helpline isn't answered by general customer service representatives. It is answered "live" day and night by our team of Master's level Clinicians; ensuring members receive critical services when they need them most without delay. *Rest assured that employees will never reach an automated voice messaging system or phone tree.*
Customer Service hours? (Minimum 7:30 a.m. – 5:00 p.m. CST)	We offer 24/7 access to the EAP and Work/Life Benefit. Members may access services in a variety of ways. • *Toll-free Helpline:* The Helpline is answered "live" 24 hours a day, 7 days a week by our Clinical Team of Master's level counselors. *The City may rest assured that members will never reach an automated voice messaging system or phone tree. Our Helpline is answered "live" 100% of the time.*

	• *iConnectYou Smartphone App* available in iTunes and Google Play stores. The app, which was developed in-house, serves as both an access and delivery tool. It allows users to engage with an EAP counselor via phone, video, or SMS text. Additional features include appointment scheduling, interactive self-assessments, and informational resources. It integrates directly with our case management and phone systems. The app is free and end-users will be given a code to access the tool's full capabilities. • *LiveCONNECT Instant Messaging* feature on our website through which individuals may chat live with a Work/Life Consultant. This feature is for members seeking Work/Life assistance or who have general questions. Members seeking clinical assistance are directed to the Helpline for a clinical assessment.
Describe after hours emergency access.	After-hours emergency calls are handled the same as those received during normal business hours. All clinical calls receive a thorough, telephonic clinical assessment that includes expert identification of the presenting problem or need; investigation into support systems; coping strategies; additional background information; and mandatory risk assessment. The telephonic clinical assessment focuses on psychosocial factors to determine the need and urgency for an appointment. The assessment identifies and clarifies presenting problems as described by the employee, relevant background history, initial goals, and current risk factors. Aside from the severity of the presenting problem, risk in relation to self and others is a key factor in determining the need and urgency of an appointment. As the service is available on a 24/7 basis, service provision can take the form of immediate emotional support or crisis intervention, or a more structured telephonic

	counseling relationship resembling face-to-face sessions. Where required, an appropriate safety plan can be discussed and implemented immediately with employees who are at immediate risk of harm to self or others. An emergency case is one where the employee has any one of the following signs and/or symptoms that suggest that inpatient treatment may be appropriate: • Imminent danger to self or others • Behavior that puts the employee at risk of harm • Grave disability that impairs the employee's ability to care for self at a basic level • Employee has physical symptoms indicating possibility of acute withdrawal from alcohol In these situations the case manager will follow the escalation procedure as warranted. This may include involvement of emergency services, ER or hospitalization to preserve the employee's safety. In-the-moment crisis support is also provided. Subsequent appointments are available within 24 hours following the employee being stabilized. All EAP staff and Affiliates are trained to assess and provide the most appropriate intervention for crisis situations, such as homicidality, suicidality, and domestic violence and follow all applicable laws including confidentiality limitations.
Average daily # of incoming calls?	Our average daily number of incoming call is 1,631.
Average "hold time" before a CSR is available?	Our speed of answer standard is 30 seconds. Our actual average speed of answer for the last 12 months was 20 seconds.
% of calls abandoned?	Our abandonment rate standard is < 5%. Our actual abandonment rate for the last 12 months was 4%.
Average response time for resolving customer inquiries and/or complaints?	Complaints are acknowledged within one (1) business day and submitted for resolution to the appropriate department/Account Manager. Complaints are addressed as soon as possible, with most resolved within three (3) to five (5) business

	days. Concerns are documented in our files including a complete description of the complaint and the actions taken for resolution. Further, your account manager will notify the City's designated staff in a timely manner of any formal complaints, and detail how each was resolved, within the bounds of confidentiality.
Provide the toll-free and local number that would be available for employees.	Our general Helpline number is (866) 327-2400. However, in order to track call center statistics for the City, we will establish a City of Austin-specific Helpline number upon notification of contract award. A local number may also be established if desired.
The Contractor should have the ability to refer the client to free or low cost community resources. List the reference source(s) available to your counselors.	Yes, Deer Oaks is able to refer clients to free or low cost community resources when such assistance is clinically indicated or in conjunction with short-term therapy through the EAP. We maintain a robust database of community and work/life resources, as well as a network of attorneys throughout the United States, Puerto Rico, the U.S. Virgin Islands, and Canada. Whenever we refer an employee to a community resource, we always contact the provider/facility to confirm that it is a suitable match for the employee's needs and to ensure that the information we have on file is up-to-date. Further, we also rely on the clinical judgment of our providers to make referrals to high-quality community resources when needed. Our providers reside in the community, are familiar with local behavioral health communities, and serve on the boards of many organizations. As a result, they are able to make referrals to quality community service organizations.
Since your service is confidential, explain how you will measure our employees' satisfaction with your service and how you will share this information with the City.	In addition to our standard case management procedures, Deer Oaks provides an online member satisfaction survey to members to measure and evaluate our service delivery. We welcome members' reactions and feedback regarding a variety of satisfaction issues, including the location

	and convenience of offices, the efficiency and attitudes of the staff, and the effectiveness of the counseling. The satisfaction survey is available on our website and each member is encouraged to login and complete the survey upon case closure. The results of member satisfaction surveys are included on utilization reports when available (based on member completion rate). Additionally, we provide Training Satisfaction Surveys to each attendee following our training programs. Evaluation forms are scored to review participants' satisfaction with the seminar presentation and average results are recorded on utilization reports. Trainers that receive less than positive scores are provided with feedback and coaching from our staff. If a provider consistently receives negative scores and feedback, the provider is removed from our training network.
Explain how you resolve customer complaints including (1) how you will notify the City when a complaint is received and (2) how you will notify the City of the method used to resolve the complaint.	Deer Oaks is committed to providing the highest quality of services possible. As part of this mission, any complaint is considered very seriously. Deer Oaks remains committed to recognizing any errors made and/or ways to improve upon services. *Informal Grievance* • If you wish to file a complaint regarding your counselor, you are encouraged to file the complaint with the counselor first. • If you wish to file a complaint regarding other aspects of services, you are encouraged to file the complaint informally first, establishing verbal contact with the person who is the object of the complaint or your account manager. • Any individual filing a complaint is encouraged to offer a proposed resolution to his/her grievance. *Formal Grievance* If you feel that resolution has not been arrived at through this informal process, you are encouraged to file a written, formal complaint by calling the toll-free number: (866) 327-2400. You may also

	submit a complaint in writing to: Deer Oaks EAP Services- EAP Account Management, 126 E. Main Plaza, Ste. 8, San Antonio, TX 78205. Complaints are acknowledged within one (1) business day and submitted for resolution to the appropriate department/Account Manager. The Account Manager will research the issue and coordinate efforts to resolve the complaint with the appropriate personnel and escalate the complaint to the Director of Account Management if needed. The Account Manager and/or the Director of Account Management will then contact you to discuss your complaint and develop an appropriate resolution. Complaints are addressed as soon as possible, with most resolved within three (3) to five (5) business days. Concerns are documented in our files including a complete description of the complaint and the actions taken for resolution. Further, your account manager will notify the City's designated staff in a timely manner of any formal complaints, and detail how each was resolved, within the bounds of confidentiality.
Explain how you can accommodate non-English speaking employees.	To assist non-English speaking persons, we utilize our telephonic translation service that covers more than 200 of the most commonly spoken languages. We also have Helpline staff that are multilingual and multicultural who are able to speak in a variety of languages including Cantonese, Farsi, French, French Québécois, German, Greek, Hindi, Hokkien, Irish (Gaelic), Italian, Mandarin Chinese, Polish, Punjabi, Russian, Spanish, Telugu, Turkish, and Urdu. We would like to clarify that these in-house language capabilities are mainly utilized for outgoing calls and document translations, not for incoming calls, as our bilingual staff members are not always available at the time of an incoming call. We utilize our language line for incoming calls and assessments. For in-person counseling referrals, individuals are matched with an affiliate who is an appropriate match to their clinical needs, as well as primary language. The successful match occurs in 98% of

	the members served. In the 2% of cases where there is not an available provider to speak the preferred language, we provide bridge counseling via the translation service, while we are identifying an affiliate with the appropriate clinical credentials and language fluency.
The City requires that a TTY telephone line be available for the hearing impaired. Detail other accommodations available for persons with disabilities.	Our services are designed to be accessible by all employees and are always delivered with dignity and respect. We are committed to our belief that the EAP is a universal benefit, available equally to all entitled parties irrespective of their gender/race/physical or mental ability/sexuality/age/religion or belief. We take great care to ensure that we provide a diverse service to client employees. Deer Oaks is committed to meeting the needs of clients with special provisions and offers such services as a toll-free TDD/TTY service for the hearing impaired; appointments scheduled at facilities that are fully compliant with the requirements of the American Disability Act; and telephonic counseling. Vision impaired participants may request literature in large print, accessible electronic format or tape-recorded format. Additionally, office staff can assist vision impaired and/or learning disabled participants by reading and explaining written materials to individuals in a confidential setting.
The Contractor shall ensure that referrals for treatment are made in accordance with the requirements of each employee's medical plan. Provide a flowchart of your referral process.	Deer Oaks has extensive experience coordinating treatment and referrals within an employee's health insurance network and benefit plan limitations. In fact, this is a standard part of our case management process. If the initial assessment establishes that long-term specialist support is required, or if this is identified at any stage of the counseling process, then we will offer resources to ensure that the employee is placed on the path he/she needs to get more intensive support, which may include a referral to the employee's medical plan or to other cost-effective community resources.

	Additionally, we have included our Match to Insurance service within our proposed solution for the City. Through this service, we ensure that 100% of clinical EAP referrals are made to providers that also serve within the City's health plan networks in order to offer continuity of care for cases that may extend beyond the EAP session model or that fall outside of the scope of the EAP. When selecting providers for individual referrals, we use the online provider search function, as well as confirm with the provider at the time of the referral that they are still active within the appropriate panel(s). This enhanced level of care at the beginning of an EAP referral ensures a seamless transition into the medical plan if required. For example, a City employee who accesses the EAP for depression may utilize his/her five (5) short-term EAP sessions. If after the five (5) sessions, it is determined that the employee could benefit from a few additional sessions, the employee would be able to stay with his/her current counselor for the additional sessions through the employee's insurance plan, alleviating any delay in service. We understand that a strong knowledge of your benefit structure and provider network is essential along with the ability to coordinate and partner with other City-sponsored resources including the health plan and wellness initiatives. *A Referral Flowchart is provided in Tab 10C.*
Provide the script that is used or questions asked of employees upon their initial call for counseling services to assess criticality of each call.	All clinical calls receive a thorough, telephonic clinical assessment that includes: • Expert identification of the presenting problem or need • Investigation into support systems • Coping strategies • Additional background information • Mandatory risk assessment The final step is a treatment plan that encompasses the short-term focus as well as clearly identified goals that have been agreed upon

	with the client. While our counselors use our case management system and follow standard protocols around collecting demographic information, performing a risk check, and completing an assessment, they are not following an exact script. Our counselors have the skills and experience to gather the necessary information in a more conversational format, following the natural flow of the interaction with the caller. All counselors are also trained to triage the clinical requests and will first assess for emergent issues that require crisis care or response. The clinician will continue the intake by gathering information about the employee and the types of services he or she is seeking. The telephonic intake assessment is a psychosocial clinical assessment that identifies and clarifies presenting problems, relevant background history, risk factors, and initial goals. The criteria for face-to-face visits is derived from the content of the intake assessment and typically follows presenting issues that can be reasonably addressed in a short-term, time-limited format (e.g., work-related matters, relationship breakdown, anxiety, etc.). If the issues require face-to-face counseling, our staff will begin the process of locating an appropriate EAP counselor for referral. *Clinical Assessment Framework* The initial clinical assessment framework at minimum covers the following: 1. Presenting Problem: • How does the individual define/identify the problem? • Is there a precipitating event or trigger? • How is the problem affecting the individual physically, emotionally, and mentally? • Changes are identified in relation to mood, appetite, sleep, anxiety levels, energy levels, etc. • What changes/goals would the individual like to see happening in his/ her life? • The assessment process is discussed

	• Determine ability to focus in the short-term format 2. Background History: • Has he/she received counseling before? • Is the individual experiencing a recent problem or a recurring one? • What in his/her background history is relevant to the presenting problem? • What is the individual's support system (family/friends/etc.)? • How is the problem affecting his/her job performance? • Has he/she used coping strategies in the past? Is the individual currently using coping strategies? What are they? • What are the individual's strengths? 3. Risk Assessments: • Substance misuse/abuse (alcohol/drug assessment is used when indicated) • Suicidal intent (following guidelines for suicide risk) • Self-harm (e.g., cutting, risky sexual behavior, etc.) • Domestic violence • Psychiatric history • Medical conditions • A list of current medications is collected 4. Counseling Plan: • Solution-focused • Redirect to long-term counseling • Clearly identify the short-term focus
What is the average wait time an employee has between the referral and first counseling session?	Instead of receiving a list of counselors, every caller accessing for clinical EAP services receives a confirmed referral to an EAP counselor that meets their specific requirements around location, availability, specialization and counselor-client matching. This enhanced service makes it easy to access in-person services, thus increasing the number of users that engage in EAP counseling.

	Therefore, following the telephonic clinical assessment, if it is determined that an in-person appointment is needed, the EAP Professional identifies and contacts counselors based on the member's location, presenting problem, needs, availability, and counselor-client matching (gender, ethnicity, religious preference, etc.). Once a counselor's availability is confirmed, the counselor's information is provided to the client. The following indicates the timelines for confirmed referrals and appointments by standard, urgent and emergent cases. • **Standard** – A counselor will be appointed within two (2) to three (3) business days from the time of the telephone assessment. The case manager will contact the employee with the appointed counselor's name and contact information. The counselor must have availability within five (5) business days of accepting the case (the employee may choose to schedule the appointment outside of this timeframe). • **Urgent** – Callers in distress and calls for emergency assistance are flagged in our system as urgent. The definition of an urgent case is one in which the caller is moderately distressed with some impairment in ability to function or presents with some suicidal or homicidal ideation, but there is no clear plan or intent to harm self or others. In this case, the case manager will develop a safety plan with the client that may include supportive resources such as general practitioner contact or friend/family support. Appointments for urgent requests are escalated and the case manager will contact the client with a referral to an affiliate counselor within six (6) business hours and an appointment time within 48 hours of the initial contact with the EAP. In-the-moment telephonic counseling is provided to those in need of such support.

	• **Emergent** – An emergency case is one where the employee has any one of the following signs and/or symptoms that suggest that inpatient treatment may be appropriate: o Imminent danger to self or others o Behavior that puts the employee at risk of harm o Grave disability that impairs the employee's ability to care for self at a basic level o Employee has physical symptoms indicating possibility of acute withdrawal from alcohol In these situations the case manager will follow the escalation procedure as warranted. This may include involvement of emergency services, ER or hospitalization to preserve the employee's safety. Subsequent appointments are available within 24 hours following the employee being stabilized.
Describe your Austin counseling facilities capacity to handle multiple clients at one time. What is the maximum number of clients you can see at one time in each of your Austin facilities?	With 414 affiliate providers available in the Austin-area, Deer Oaks takes precautions to schedule appointments of employees from the same company at different counseling locations. If scheduling appointments at the same provider location cannot be avoided, the appointments are staggered to ensure that neither participant sees each other.
Do your local counseling clinics as well as the local and regional affiliate counselor offices ensure a neutral setting so Covered Persons are able to maintain privacy?	Yes, our affiliate providers are required to have offices with confidential counseling rooms to ensure a neutral setting where patients are able to maintain their privacy. Offices must also have electronic and physical security of health and patient medical information in accordance with HIPAA regulations.
How much lead time must the City provide your organization to request a specific training class?	Requests for training excluding legal and financial seminars must be submitted 4 weeks in advance in order to ensure the training date and to reserve the best qualified trainer for your request.

	Requests for legal and financial seminars require 6 to 8 weeks advance notice. All training requests are submitted using our Online Training Request process. We have a 72-business hour cancellation policy in place for all on-site and webinar seminars. Failure to give notice may result in a cancellation fee or deduction of the seminar hour(s) from the City's bank of available hours.
List all of the training classes that are offered.	Deer Oaks offers employee and supervisor orientations, DOT Reasonable Suspicion Training, DOT Drug and Alcohol Awareness Training, and more than 100 educational seminars available to the City on a variety of work/life, wellness and EAP topics in the following categories: People Management, Caregiving, Financial, Legal, Wellness, Personal and Professional Development, and Global issues. Sessions are delivered in face-to-face seminar or online webinar formats and may be delivered during the lunch hour, at employee training conferences, during management meetings, at new hire orientations, or any convenient time for the City and its employees. *Our 2015 Training Catalogue includes a list of training topics and descriptions and is provided in Tab 6C.* ***Web-Based Training*** In addition to the on-site and webinar trainings available in our 2015 Training Catalogue, Deer Oaks conducts monthly online seminars that are archived through 2011 and may be accessed at any time by logging on to our website. Some of these topics include: • Make Your Money Work For You: A Debt Management Plan • Will There Be A Couch? What to Expect From Counseling • Maximizing Your Day: Effective Time Management

	• Staying Fit at Work • Social Networking: Today's Communication Tools • The Art of Listening and Giving Feedback • Your Routine Financial Checkup We also offer online skillbuilder training courses that combine valuable training with the ease and flexibility of learning online. These e-learning courses provide training for success both on and off the job by giving employees practical tips on managing the workplace and their world. They are fully narrated with an optional closed-captioned feature for your privacy. Certificates of completion are available for download following each session, making them an effective tool for workplace training. Below are the available skill builders: • Appreciating Personality Differences • Cultural Diversity in the Workplace • Nobody Likes a Bully: Bullying in the Workplace • Recognizing a Troubled Employee • Sexual Harassment in the Workplace • Effective Communication • Drug-Free Workplace Compliance • Accountability • Business Etiquette and Professionalism • Emotional Intelligence for Success • Self-Care: Remaining Resilient • Caring For Aging Relatives • Eating Your Way to Wellness • Estate Planning: Five Essential Documents • Handling Criticism Well • Maximizing Your Day: Effective Time Management • Say What You Mean the Right Way: Healthy Forms of Communication • The Art of Conflict Resolution

	Finally, all of our clients are invited to attend our quarterly *Supervisor Excellence Webinar Series*. This series covers cutting-edge management topics including: *- Creating a Culture of Improved Employee Engagement* *- Successful Approaches to Difficult Employee Conversations* *-Handling the Pressure of Being a Supervisor* *-Building a Culture of Respect: The Keys to Creating a Collaborative and Effective Work Team*. These webinars are conducted quarterly with two (2) available dates and times per webinar. **These web-based training offerings do not count toward the City's bank of training hours.**
List all of the training classes offered in Spanish.	All of the on-site trainings listed in our 2015 Training Catalogue are available in Spanish.
List all of the education materials available in Spanish.	Currently, our EAP brochure, EAP Fact Sheet, 12 monthly flyers, and 21 topical flyers* are available in Spanish. However, any of our materials may be provided in Spanish upon request. We request at least a two (2) week turnaround time for new document translation and development. Additionally, our general website content is available in both English and Spanish. Simply select English or Spanish in the "Select the Language" box located in the upper left-hand corner of the website. * **Current Topical Flyers Available:** - Back To School - Bereavement -Bullying -Camp -College -Daily Convenience -Depression Awareness -Disaster

	-Elder Care -Festive -Growing Families -Life Transitions -National Heart Month -Resilience -Retirement -Seasonal Affective Disorder -Smoking -Special Needs Flyer - Well-being -Working Caregivers - Your Pets
List the number of Tobacco Cessation instructors available to come onsite.	Deer Oaks has three (3) Tobacco Cessation instructors available to come on-site. We will recruit additional instructors if needed in order to ensure coverage for the City of Austin.
What is your average training class size?	Our average training class size is 15-25 participants. Our minimum attendance standard is 10 participants per seminar/training. We ask our clients to consider rescheduling the training if expected attendance does not meet this minimum guideline. Special requests are considered on a case-by-case basis.

C. Complete Section 0625 Personal Counseling, Supervisor, and Departmental Service Requirements.

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. JRD0305
EMPLOYEE ASSISTANCE PROGRAM
SECTION 0625: PERSONAL COUNSELING, SUPERVISOR,
AND DEPARTMENTAL SERVICE REQUIREMENTS

Complete and include in Tab 10(B) of your Proposal.

Question	Answer
The program shall be a short-term counseling model. Describe your model, detailing the processes involved in your proposed counseling services. Include the maximum number of sessions provided to each client.	All calls into the Helpline are answered 24 hours per day, 7 days per week by one of our Clinical Team Members (Master's level Clinician). The assessment process, which determines the need for counseling, begins at the case intake. An EAP Clinician gathers demographic information and through a series of routine questions, screens for risk, identifies the presenting problem(s), and triages participants to the most appropriate resource(s) to meet their needs and preferences. Resources may include: • Remain with the Clinical Team for telephonic EAP clinical assessment • Remain with the Clinical Team for immediate crisis intervention for urgent/emergent cases • Referral to an EAP network provider for up to five (5) in-person short-term counseling sessions • Connect with an attorney or financial counselor for legal and financial assistance • Connect with a Work/Life Consultant for child/elder/daily living referrals • Referral to local community resources i.e. the United Way, AA meeting, support groups • Other benefit plan resources i.e. medical plan, wellness program, etc. as appropriate All clinical calls receive a thorough, telephonic clinical assessment that includes: • Expert identification of the presenting problem or need

	• Investigation into support systems • Coping strategies • Additional background information • Mandatory risk assessment The final step is a treatment plan that encompasses the short-term focus as well as clearly identified goals that have been agreed upon with the client. Following the clinical assessment, if it is determined that an in-person appointment is needed, the EAP Professional identifies and contacts counselors based on the member's location, presenting problem, needs, availability, and counselor-client matching (gender, ethnicity, language, religious preference, etc.). Once a counselor is confirmed, the referral is provided to the member for short-term counseling. Our EAP model for the City will involve the use of our network of affiliate providers to provide confidential, professional, and comprehensive diagnostic, counseling, and referral services to individuals experiencing personal or professional problems. The City and its members will receive *up to five (5) sessions* per issue for assessment and short-term counseling per eligible employee or household member per calendar year. Counseling may be provided in-person, telephonically, online or via our iConnectYou Smartphone App. The primary counseling model used by Deer Oaks is called solution-focused brief therapy. This involves a move away from the analysis of problems to the discovery of solutions that are already at work in an individual's life. The therapy concentrates on helping individuals identify the skills, strengths, and resources that are already present and moves them towards a solution. Through this method, the Deer Oaks EAP supports employees and their family/household members on a wide range of mental health topics for which short-term counseling is appropriate. Individuals may access the service for support with a variety of personal and work-related issues, including but not limited to: Emotional & Psychological Issues, Stress/Tension/Grief, Depression, Anxiety, Anger Management, Marital & Family

	Relationships, Interpersonal Relationships, Family Issues, Child & Adolescent Problems, Parenting Problems, Childcare/Eldercare Issues, Domestic Violence, Physical & Emotional Abuse, Substance Abuse & Dependency , Occupational Issues/Job Stress Career Planning, Job Performance & Attendance Issues, Interpersonal Problems with Coworkers Safety, Adjustment to Disability Counseling, Legal/Financial/Identity Theft Issues, Crisis Management, Workplace Violence, Coping with Medical Problems. The EAP does not cover issues that require physician/psychiatric evaluation, psychological testing, chronic mental health illness, long-term psychotherapy treatment, or inpatient or residential treatment services. In these cases, we will provide the individual with an appropriate referral to either his/her health plan or to other community resources. ***Work/Life Services*** In addition to helping employees cope with mental health and workplace issues, Deer Oaks also believes that daily living challenges are just as important. Today's workforce manages many duties in addition to work, such as parenting, personal commitments, household responsibilities, and other tasks that make life demanding. If an employee is worried about his/her finances or about caring for an elderly relative, he/she may not be as focused on work and his/her emotional and sometimes physical well-being may also suffer. To help ease daily living stresses, Deer Oaks offers the following helpful consultative and informational resources: • Work/Life Resource & Referral Services – Child/Elder Care/Daily Living Resource & Referral – Advantage Legal Assist – Advantage Financial Assist – ID Theft Prevention & Recovery • Take the High Road Program

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

Below is a brief overview of these services:

Legal Assist

- Easy access to EAP , legal and financial services via the Helpline
- Free 30-minute telephonic advice consultation with an attorney
- Free initial 30-minute in-person consultation with an in-plan attorney;
- 25% discount on hourly attorney fees if representation is required
- There is no limit to the number of times you can use the service for different issues

Financial Assist

- Free unlimited telephonic consultation with a financial counselor qualified to advise on a range of financial issues such as bankruptcy prevention, debt reduction and financial planning
- Supporting educational materials available
- Credit report review by a financial counselor and tips for improvement

Legal & Financial Online Resources

- Unlimited online access to a wealth of educational legal and financial resources, links and tools
- Interactive Online Simple Will- create a legally-binding simple state-specific will at no cost through a step-by-step online “interview process”
- Access to state agencies to obtain birth certificates and other records
- Links to tax guides, the current year’s tax forms and financial calculators
- Self improvement “Task Builders” for interactive financial improvement

ID Theft Prevention & Recovery Services

- Free 30-minute telephonic consultation with an Identity Recovery Professional
- Development of a customized action plan and consultation regarding implementation of the plan
- Ongoing ID recovery guidance available as needed
- Reduces time spent repairing compromised credit history
- Restores peace-of-mind, while helping undo the damage

Work/Life, Child/Elder Care, Daily Living Consultation & Confirmed Referrals

- Work/Life Consultants consult with members regarding their Work/Life needs, streamline searches, and provide confirmed referrals within 12 hours for standard work/life cases and within 6 hours for urgent cases- *the industry's fastest turnaround time*
- Includes consultation and resources for child care, elder care, and daily living issues i.e. adoption, parenting, education, pet sitters, moving services, home repair, etc.
- Online Work/Life Resource Locators

Take the High Road Program

Deer Oaks remains concerned about the safety of its EAP participants and others. Therefore, Deer Oaks reimburses EAP participants for their cab fares in the event that they are incapacitated due to impairment by a substance or extreme emotional condition. This process is simple, and like all other EAP services, confidential. This service is available once per year per participant with a maximum reimbursement of $45.00 (excludes tip).

The provider shall have a program for assisting supervisors in managing their employees. Detail the supervisor training proposed as well as the topics for on-going training.	Deer Oaks offers a variety of services designed to assist supervisors in managing their employees. Services include: - Unlimited Telephonic Management Consultations - Conflict Resolution/Mediation Sessions - Unlimited Mandatory Referrals (non-DOT) - DOT Substance Abuse Professional Evaluations - Supervisor Training ***Telephonic Management Consultations*** Supervisors and managers are the keystones of an engaged, resilient workforce and are counted on for long-term growth and success of the organization. They are tasked with maximizing organizational resources and motivating employees to perform at their highest level and optimum effectiveness. Managers must also utilize performance management and metrics to evaluate the effectiveness of its employees and promptly deal with under-performers and other departmental issues that can place a strain on workplace productivity. Through its *Management Assistance Program*, Deer Oaks offers support services to managers and supervisors in dealing with difficult workgroup issues. *Unlimited telephonic supervisory, management, and human resources consultation* is available to provide guidance regarding issues, policies, practices and events that affect behavior in the workplace such as: • Initiation or Monitoring of Individual Workplace Referrals • Coaching for Improved Job Performance • Dysfunctional Work Groups • Stress Management • Employee Discipline • Performance Management • Acute Interpersonal Conflicts • Stress associated with Change and Transition • Dealing with Death in the Workplace • Difficult Workplace Situations • Reconstruction of Policies and Procedures • Diversity Issues • Difficulties with Workplace Violence or Substance Abuse

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

Conflict Resolution/Mediation Sessions
Deer Oaks is experienced at providing conflict resolution/mediation services in the workplace for our client employers. We can provide work-related mediation services to assist with resolving workplace conflict and interpersonal issues and offer three levels of service.

- Conflict Resolution: two-party counseling via a formal mandatory referral- *included in proposed rates*
- A 30-minute in-person mediation session with an attorney qualified as a mediator- *included within our Legal Assist Program*
- Full-service in-person mediation service with a qualified mediator; the mediator meets with each party separately and then jointly, establishes an action plan and follows up- *fee-for-service*

As part of this process, we can provide input and advice to your HR department as to whether mediation would be appropriate for each potential case through our telephonic management consultation service. Managers, supervisors and HR may call our Helpline for a management consultation and to request workplace conflict resolution and mediation services.

Unlimited Mandatory Referrals (non-DOT)
Deer Oaks is well-versed in dealing with the subtle and sensitive issues associated with mandatory referrals. Mandatory referrals are most often made in combination with progressive, corrective discipline and involve a formal personnel action. Situations that may lead to a mandatory referral include, but are not limited to: alcohol and drug abuse in safety-sensitive positions,

	sexual harassment, excessive absenteeism, workplace performance issues, and other non-compliance issues. Due to the intense nature of these referrals, it is important to have a written policy in place for mandatory referrals that clearly outlines the intent of each referral, the process to be followed, the communication that is expected, and the levels of approval that are required at each step. Formal referrals of employees to the EAP are welcome, and can be arranged quickly and easily. These referrals help an organization and/or manager to demonstrate duty of care towards an employee. Manager referrals can also be an integral part of an internal management process, such as a disciplinary or health-related protocol, and they can have the greatest impact on maximizing attendance. If a manager recognizes that an employee is experiencing stress and/or having attendance issues, he or she can refer the employee to the EAP to help resolve the issue. Neither the employer, nor Deer Oaks, can force an individual to seek assistance through the EAP, but provided that Deer Oaks has the signed consent of the employee, we will contact him or her as soon as the referral form has been received. Reporting on the support provided is also available with the signed consent of the employee in question. Within 24 hours of the first session, we will contact the referring manager (or designee) to confirm that the employee sought treatment. Such referrals can originate from human resources or supervisors—the protocol is always decided upon by the client organization. *Deer Oaks includes unlimited mandatory referrals within its scope of service.* Mandatory referrals are provided for unlimited issues and typically fall within the employer's session model, although additional EAP sessions may be authorized if clinically appropriate. Each mandatory referral is case managed and appropriate documentation regarding the employee's participation and compliance with the program is provided to the Employer-Designated Representative with the executed release of information forms.

	Deer Oaks will provide training seminars to management during the implementation of the EAP on the supervisory referral process and is available to provide management consultations throughout the contract term on this and other issues facing managers and supervisors. ***DOT Substance Abuse Professional (SAP) Evaluations*** Our nationwide network includes qualified Substance Abuse Professionals (SAPs) who are available to support our clients in cases where security- and safety-sensitive employees violate DOT drug and alcohol regulations. All SAPs meet the qualifications outlined by DOT Order 3910.1D, Title 49 CFR Part 40. The main goals of the program are to complete the required steps of a mandated substance abuse treatment plan without unnecessary delay and allow for efficient communication between involved parties. Deer Oaks follows the standards for SAP services as stipulated by the Department of Transportation- 49 CFR Part 40 and makes recommendations concerning education, treatment, follow-up testing, and aftercare. In support of the City's Drug-free Workplace Program, Deer Oaks will coordinate a referral to a DOT Substance Abuse Professional (SAP), who will complete the following: - Conduct an initial assessment of the employee referred - Determine the appropriate recommendations (i.e. inpatient or outpatient treatment, support/self-help meeting, etc.) - Explain the treatment options to the employee - Monitor the employee's compliance with the treatment - Provide the City with a follow-up testing schedule for that employee - Provide compliance reports and a case closure letter - Follow all DOT regulations and guidelines

Supervisor Training

Orientation and training are key elements of our EAP program and promotional campaign. Training is one of the most important ways of reaching out to employees, supervisors, and senior-level management. As such, Deer Oaks offers a variety of specialized trainings, orientation sessions, and wellness seminars covering a range of work/life, wellness, and EAP topics. Our clients have taken advantage of this service offering and have incorporated our trainings into their organizational training and wellness initiatives.

Designed using adult learning theories, our seminars engage participants in collaborative learning. Our carefully selected and experienced training professionals guide facilitation of content that is based on industry research, skills practice, action planning, and group discussions. The interactive environment allows for discussion and sharing of ideas, as well as accelerates the transfer of learning back to the job and the participants' personal lives.

Seminars are designed to assist participants in learning new skills, adapting to change and challenges, increasing performance, and utilizing resources that enhance personal effectiveness and morale. Participants gain practical knowledge and useful strategies to help them problem-solve and improve relationships. The benefits to the organization include retention and commitment of key talent and high performers, higher levels of engagement and motivation, and a more knowledgeable and focused workforce. Deer Oaks looks forward to assisting the City in promoting a healthy and motivated work environment where employees are engaged and effective in their roles.

In support of these training goals, Deer Oaks offers the City the following Supervisor Trainings:

- Supervisor Orientations
- Professional Development Seminars
- DOT Reasonable Suspicion Training & Alcohol and Drug Awareness Training
- Educational Seminars

	Supervisor Orientations Deer Oaks offers supervisor orientations for City supervisors, managers, and others. The supervisor/manager workshops not only highlight the service provided, but also give managers an understanding of how the EAP can help support them in their role as a manager. Supervisor orientations include topics such as: • Overview of the EAP • Explanation of the services offered & how they can support managers • Indicators that an employee may need assistance • How to recognize the warning signs of stress • How to monitor employee work performance • How to conduct constructive confrontation interviews with troubled employees • Rationale for managers to address employee's problems through utilization of the EAP • How to make an effective EAP referral (either suggested or mandatory) • How to follow up with employees following referral to the EAP • Substance abuse information • Manager roles and responsibilities in the implementation and use of the EAP The outcome of conducting initial and ongoing supervisor orientation sessions is that usage of the EAP increases, as employees and managers understand the full scope of the service. Managers also become more proactive in dealing with difficult employee situations, make more referrals, and know how to use the service as a management tool. These sessions will be available as requested by the City including initial training, new supervisor trainings and refresher training sessions. We also have DVDs and webinars for use in management meetings or departmental gatherings.

	Professional Development Seminars Low morale, decreased employee engagement and increased stress levels across the workforce are common issues facing public employers. A 2013 Work Stress Survey found that 83% of American workers experience stress at work. Job stress is proven to cause employee mistakes, reduce creativity, compromise co-worker relationships, increase absenteeism and hinder productivity. Further, research published by the Gallup organization states that the key to maximizing employee productivity and retention lies in having highly effective supervisor-employee relationships. A team of caring Administrators and managers is key to employee engagement. Deer Oaks believes that the EAP can be effectively used to combat these issues. By effectively deploying both EAP and Work/Life Services, Deer Oaks can assist employees not only with mental health concerns, but also in alleviating daily living stresses, which are oftentimes a contributing cause to employee stress and decreased productivity. Training is an important component of this solution. Therefore, we offer many training programs designed to help enhance the ability of City supervisors and employees to provide the highest possible quality of services to the constituents they serve. These training programs include: • A focus on improving organizational culture – *Maintaining Respect and Civility in the Workplace* – *Business Etiquette and Professionalism* – *Dealing with Difficult People* – *Diversity in the Workplace: Maintaining an Inclusive Environment* • Strengthening supervisor, staff and departmental relationships – *Strengthening the Team: Building a Cohesive and Inclusive Team* – *Conflict Management for Supervisors and Managers* – *Communication Skills for Collaboration and Working Effectively with Others*

- *Leveraging Emotional Intelligence as Managers*

- Helping staff to cope effectively with stress
  - *Managing Workplace Stressors*
  - *Self-Care: Remaining Resilient*
  - *A Personal Guide to Building Resilience and Coping with Change*

DOT Reasonable Suspicion Training

Deer Oaks will provide the City with DOT Reasonable Suspicion Training and DOT Drug and Alcohol Awareness Training. The Deer Oaks DOT Supervisory Compliance Training is conducted by a certified DOT/SAP (Department of Transportation/Substance Abuse Professional) and is in compliance with the Drug-Free Workplace Act of 1988, and the Federal DOT regulations.

Covered topics include:

- Department of Transportation (DOT) regulations
- General requirements on reasonable suspicion referrals
- Sign/symptoms of abuse
- Make the call - the reasonable suspicion interview
- Prohibited drug use and alcohol misuse in the workplace

Educational Seminars

Deer Oaks offers more than 100 educational seminars available to the City on a variety of work/life, wellness and EAP topics in the following categories: People Management, Caregiving, Financial, Legal, Wellness, Personal and Professional Development, and Global issues. Sessions are delivered in face-to-face seminar or online webinar formats and may be delivered during the lunch hour, at employee training conferences, during management meetings, at new hire orientations, or any convenient time for the City and its employees.

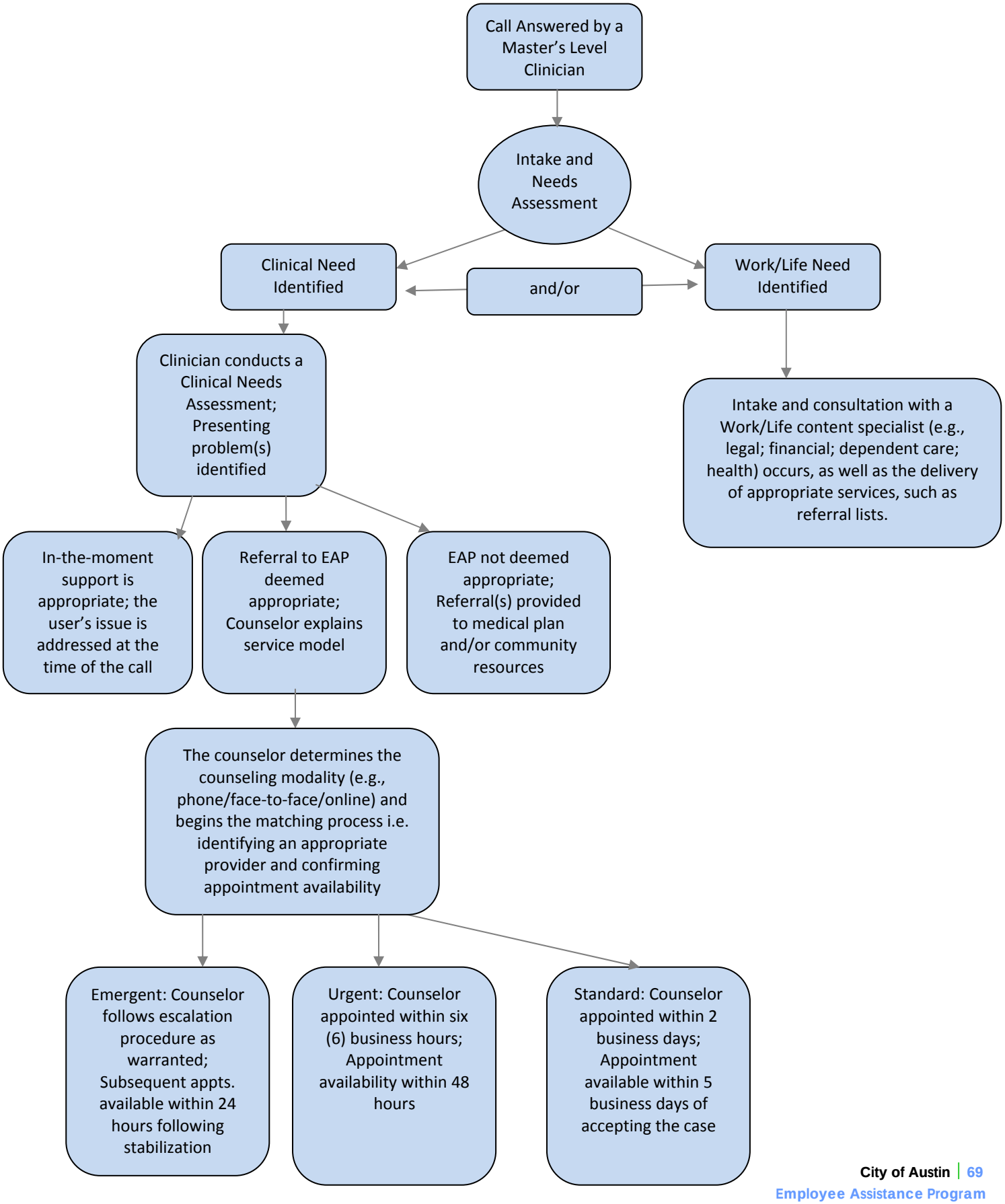
Our 2015 Training Catalogue is included in Tab 6C.

How many hours of supervisor training are included in the proposed annual fixed rate?	Supervisor orientations, professional development seminars and other trainings included in our 2015 Training Catalogue are included in the City's bank of 500 hours of training per year. Additionally, we have included up to six (6) Reasonable Suspicion Trainings and 12 one hour Alcohol and Drug Education Awareness Classes for employees who hold a commercial driver's license within our annual fixed rate. Supervisors may also attend our quarterly *Supervisor Excellence Webinar Series* and monthly topical webinars, as well as take our 18 skillbuilder training courses available through our website. This web-based training is included in our annual fixed rate and does not count toward the City's bank of training hours.
List step-by-step your suggested procedures for employees who get a mandatory referral from their supervisor due to a positive drug test.	We seek to make the mandatory referral process as simple as possible for our client supervisors. Therefore, City management can make mandatory referrals to the EAP through the following high-level process: a. Alert your HR department or other company representative in accordance with the City's Human Resources Manual/Policy. b. The Employer-designated representative and the employee review and sign the Release of Information Forms. c. The Employer-designated representative contacts the EAP to inform them of his/her intent to make a mandatory referral. Please note, mandatory referrals may be submitted via phone or email. d. The EAP clinician takes Employer mandatory referral information and requests a copy of the employee/manager information and Release of Information Forms (or confirms receipt thereof if forms were submitted via email). e. The case is then assigned to a Clinical Case Manager. f. The Clinical Case Manager reviews the steps of case management with the Employer-designated representative to include the following:

	• The employer may opt to have the Clinical Case Manager make contact with the employee or request that the employee be responsible for calling in him/herself. In the case of the latter, the employee has two (2) business days to call the Clinical Case Manager to complete the initial assessment and receive a confirmed match clinical referral/appointment. If the employee does not call within this time frame, the Employer-designated representative is notified. •The Clinical Case Manager contacts the Employer-designated representative via e-mail or phone to inform him/her of the date of the first appointment. g. Summary of progress is reported to the Employer-designated representative within one (1) business day following the completed session h. At the end of the case, the Clinical Case Manager will provide the Employer-designated representative with a formal letter of case closure summarizing the dates of the employee's appointments.
Please provide the addresses and phone numbers of all offices in the Austin and surrounding areas.	Deer maintains a network of 54,000+ affiliate providers nationally including more than 5,400 providers in the State of Texas and 414 affiliate providers in the Austin area (30 mile radius of zip code 78767). *A network provider listing is included in Tab 10D.* *Note: Due to the nature of our service model in which we deliver in-person counseling services through a network of affiliate providers along with signed provider confidentiality agreements, we are unable to include provider names, addresses, and details regarding our affiliate providers with our bid submission. Our providers have disclosed information to us with the understanding that they are entering a direct relationship with Deer Oaks and that we will not share*

	their contact information with other organizations and that their information will not become public knowledge.
Self-referrals shall be confidential unless the employee or family member authorizes a release of information in writing. Provide a copy of your self-referrals confidentiality policy.	Confirmed. Self-referrals are confidential unless the employee or family member authorizes a release of information in writing. The professional management of confidentiality insures that personally identifiable and sensitive information will be protected from any unauthorized disclosure. Disclosure is allowable only when there is authorization by client consent, or when required by law. When disclosure does occur, it should be undertaken in ways that best protect the client's trust. The guiding ethical principles in disclosing confidential user information are: • Any disclosures should be in the individual's best interests. • Disclosures should only be on a need-to-know basis. • Any disclosure is consistent with the purpose for which the client originally conveyed the information. Wherever possible, Deer Oaks seeks an individual's written consent via a *Consent to Obtain/Exchange Information Form* before disclosing confidential material (even in an emergency), and relevant information is only released to an appropriate party such as the individual's general practitioner, social services, or emergency services. As a matter of course, confidential information would not be shared with the organization. However, in rare circumstances where it would assist in preserving the immediate safety of the individual or others, a company official may be notified. *Copies of our HIPAA policy and Informed Consent are provided in Tab 10E.*

Tab 10C: Flowchart of Referral Process



Tab 10D: Provider Offices for the City of Austin

Of the *5,400+ counselors serving on our State of Texas provider network*, *414 affiliate providers are located within a 30-mile radius of Austin zip code 78767*. These providers hold a variety of credentials and are available to provide in-person counseling services to City employees and their family members, as well as provide on-site services at City offices including critical incident stress debriefings and conflict resolution sessions.

Deer Oaks' counselors range in age, gender, ethnicity, race, expertise, treatment specialty areas and language capabilities. With a number of counselors to choose from, Deer Oaks can ensure City members receive individualized service from counselors that meet their specific needs (i.e. language, gender, ethnicity, specialty with certain presenting problems, evening and weekend appointments, etc.) as well as receive timely appointments. Evening, weekend, and holiday appointments are available for added convenience and participants can always access the EAP for intake, assessment, and emergency services 24 hours a day, seven days a week, 365 days a year by calling the Deer Oaks Helpline. In-the-moment telephonic support for crisis situations is available 24/7.

414 affiliate providers available within a 30-mile radius of zip code 78767

Provider Type	# Providers
Marriage & Family Therapist	15
Master Level Clinician	192
Professional Counselor	95
Psychologist	38
Social Worker	74
414 Affiliate Providers	

City	# Providers	City	# Providers
Austin	280	Manchaca	2
Bastrop	6	Manor	1
Cedar Park	12	Pflugerville	11
Dripping Springs	2	Round Rock	45
Elgin	1	San Marcos	14
Georgetown	21	Spicewood	1
Hutto	2	Taylor	3
Lakeway	2	West Lake Hills	3
Leander	4	Wimberley	2
Lockhart	2		
414 Affiliate Providers			

Provider Type	City	County	State	Zip
Master Level Clinician	Austin	Travis	TX	78780
Master Level Clinician	Austin	Travis	TX	78768
Master Level Clinician	Austin	Travis	TX	78701
Master Level Clinician	Austin	Travis	TX	78701
Professional Counselor	Austin	Travis	TX	78701
Master Level Clinician	Austin	Travis	TX	78712
Master Level Clinician	Austin	Travis	TX	78702
Master Level Clinician	Austin	Travis	TX	78702
Social Worker	Austin	Travis	TX	78705
Professional Counselor	Austin	Travis	TX	78705
Psychologist	Austin	Travis	TX	78705
Master Level Clinician	Austin	Travis	TX	78705
Social Worker	Austin	Travis	TX	78705
Social Worker	Austin	Travis	TX	78705
Professional Counselor	Austin	Travis	TX	78705
Master Level Clinician	Austin	Travis	TX	78705
Master Level Clinician	Austin	Travis	TX	78705
Master Level Clinician	Austin	Travis	TX	78705
Master Level Clinician	Austin	Travis	TX	78705
Marriage & Family Therapist	Austin	Travis	TX	78705
Social Worker	Austin	Travis	TX	78704
Professional Counselor	Austin	Travis	TX	78704
Professional Counselor	Austin	Travis	TX	78704
Social Worker	Austin	Travis	TX	78704
Psychologist	Austin	Travis	TX	78704
Master Level Clinician	Austin	Travis	TX	78704
Social Worker	Austin	Travis	TX	78704
Master Level Clinician	Austin	Travis	TX	78704
Social Worker	Austin	Travis	TX	78704
Social Worker	Austin	Travis	TX	78704
Master Level Clinician	Austin	Travis	TX	78704
Master Level Clinician	Austin	Travis	TX	78704
Master Level Clinician	Austin	Travis	TX	78704
Master Level Clinician	Austin	Travis	TX	78704
Master Level Clinician	Austin	Travis	TX	78704
Master Level Clinician	Austin	Travis	TX	78704
Social Worker	Austin	Travis	TX	78704
Master Level Clinician	Austin	Travis	TX	78704
Master Level Clinician	Austin	Travis	TX	78704
Professional Counselor	Austin	Travis	TX	78704

Provider Type	City	County	State	Zip
Professional Counselor	Austin	Travis	TX	78704
Social Worker	Austin	Travis	TX	78703
Professional Counselor	Austin	Travis	TX	78703
Social Worker	Austin	Travis	TX	78703
Psychologist	Austin	Travis	TX	78703
Professional Counselor	Austin	Travis	TX	78703
Social Worker	Austin	Travis	TX	78703
Master Level Clinician	Austin	Travis	TX	78703
Master Level Clinician	Austin	Travis	TX	78703
Professional Counselor	Austin	Travis	TX	78722
Master Level Clinician	Austin	Travis	TX	78765
Master Level Clinician	Austin	Travis	TX	78765
Psychologist	Austin	Travis	TX	78751
Marriage & Family Therapist	Austin	Travis	TX	78751
Social Worker	Austin	Travis	TX	78756
Professional Counselor	Austin	Travis	TX	78756
Marriage & Family Therapist	Austin	Travis	TX	78756
Psychologist	Austin	Travis	TX	78756
Social Worker	Austin	Travis	TX	78756
Master Level Clinician	Austin	Travis	TX	78756
Master Level Clinician	Austin	Travis	TX	78756
Master Level Clinician	Austin	Travis	TX	78756
Social Worker	Austin	Travis	TX	78746
Professional Counselor	Austin	Travis	TX	78746
Professional Counselor	Austin	Travis	TX	78746
Psychologist	Austin	Travis	TX	78746
Social Worker	Austin	Travis	TX	78746
Social Worker	Austin	Travis	TX	78746
Social Worker	Austin	Travis	TX	78746
Psychologist	AUSTIN	Travis	TX	78746
Marriage & Family Therapist	Austin	Travis	TX	78746
Social Worker	AUSTIN	Travis	TX	78746
Social Worker	Austin	Travis	TX	78746
Social Worker	Austin	Travis	TX	78746
Social Worker	Austin	Travis	TX	78746
Professional Counselor	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Marriage & Family Therapist	Austin	Travis	TX	78746

Provider Type	City	County	State	Zip
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Master Level Clinician	Austin	Travis	TX	78746
Professional Counselor	Austin	Travis	TX	78746
Professional Counselor	Austin	Travis	TX	78746
Professional Counselor	Austin	Travis	TX	78723
Professional Counselor	Austin	Travis	TX	78723
Professional Counselor	Austin	Travis	TX	78723
Professional Counselor	Austin	Travis	TX	78723
Master Level Clinician	Austin	Travis	TX	78723
Master Level Clinician	Austin	Travis	TX	78723
Professional Counselor	Austin	Travis	TX	78723
Professional Counselor	Austin	Travis	TX	78723
Marriage & Family Therapist	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752
Psychologist	Austin	Travis	TX	78752
Psychologist	Austin	Travis	TX	78752
Professional Counselor	Austin	Travis	TX	78752
Professional Counselor	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752
Professional Counselor	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752
Psychologist	Austin	Travis	TX	78752
Master Level Clinician	Austin	Travis	TX	78752

Provider Type	City	County	State	Zip
Master Level Clinician	Austin	Travis	TX	78752
Professional Counselor	Austin	Travis	TX	78745
Marriage & Family Therapist	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78745
Master Level Clinician	Austin	Travis	TX	78744
Marriage & Family Therapist	Austin	Travis	TX	78731
Social Worker	Austin	Travis	TX	78731
Master Level Clinician	Austin	Travis	TX	78731
Psychologist	Austin	Travis	TX	78731
Professional Counselor	Austin	Travis	TX	78731
Social Worker	Austin	Travis	TX	78731
Social Worker	Austin	Travis	TX	78731
Psychologist	Austin	Travis	TX	78731
Social Worker	AUSTIN	Travis	TX	78731
Master Level Clinician	Austin	Travis	TX	78731

Provider Type	City	County	State	Zip
Professional Counselor	Austin	Travis	TX	78731
Psychologist	Austin	Travis	TX	78731
Master Level Clinician	Austin	Travis	TX	78731
Master Level Clinician	Austin	Travis	TX	78731
Master Level Clinician	Austin	Travis	TX	78731
Master Level Clinician	Austin	Travis	TX	78731
Social Worker	Austin	Travis	TX	78731
Marriage & Family Therapist	Austin	Travis	TX	78731
Professional Counselor	Austin	Travis	TX	78757
Professional Counselor	Austin	Travis	TX	78757
Professional Counselor	Austin	Travis	TX	78757
Social Worker	Austin	Travis	TX	78757
Professional Counselor	Austin	Travis	TX	78757
Master Level Clinician	Austin	Travis	TX	78757
Psychologist	Austin	Travis	TX	78757
Master Level Clinician	Austin	Travis	TX	78757
Master Level Clinician	Austin	Travis	TX	78757
Master Level Clinician	Austin	Travis	TX	78757
Master Level Clinician	Austin	Travis	TX	78757
Psychologist	Austin	Travis	TX	78757
Psychologist	Austin	Travis	TX	78757
Master Level Clinician	Austin	Travis	TX	78766
Master Level Clinician	Austin	Travis	TX	78709
Master Level Clinician	Austin	Travis	TX	78735
Professional Counselor	Austin	Travis	TX	78749
Psychologist	Austin	Travis	TX	78749
Master Level Clinician	Austin	Travis	TX	78749
Master Level Clinician	Austin	Travis	TX	78749
Professional Counselor	Austin	Travis	TX	78758
Master Level Clinician	Austin	Travis	TX	78725
Master Level Clinician	Austin	Travis	TX	78753
Professional Counselor	Austin	Travis	TX	78730
Social Worker	Austin	Travis	TX	78733
Professional Counselor	Austin	Travis	TX	78708
Social Worker	Austin	Travis	TX	78759
Social Worker	Austin	Travis	TX	78759
Professional Counselor	Austin	Travis	TX	78759
Professional Counselor	Austin	Travis	TX	78759
Psychologist	Austin	Travis	TX	78759
Psychologist	Austin	Travis	TX	78759
Psychologist	Austin	Travis	TX	78759
Psychologist	Austin	Travis	TX	78759

Provider Type	City	County	State	Zip
Psychologist	Austin	Travis	TX	78759
Social Worker	Austin	Travis	TX	78759
Social Worker	Austin	Travis	TX	78759
Professional Counselor	Austin	Travis	TX	78759
Professional Counselor	Austin	Travis	TX	78759
Social Worker	Austin	Travis	TX	78759
Social Worker	Austin	Travis	TX	78759
Social Worker	AUSTIN	Travis	TX	78759
Social Worker	AUSTIN	Travis	TX	78759
Social Worker	Austin	Travis	TX	78759
Professional Counselor	Austin	Travis	TX	78759
Social Worker	Austin	Travis	TX	78759
Social Worker	Austin	Travis	TX	78759
Psychologist	Austin	Travis	TX	78759
Professional Counselor	Austin	Travis	TX	78759
Psychologist	Austin	Travis	TX	78759
Professional Counselor	Austin	Travis	TX	78759
Social Worker	Austin	Travis	TX	78759
Marriage & Family Therapist	Austin	Travis	TX	78759
Master Level Clinician	Austin	Travis	TX	78759
Master Level Clinician	Austin	Travis	TX	78759
Master Level Clinician	Austin	Travis	TX	78759
Master Level Clinician	Austin	Travis	TX	78759
Master Level Clinician	Austin	Travis	TX	78759
Master Level Clinician	Austin	Travis	TX	78759
Master Level Clinician	Austin	Travis	TX	78759
Master Level Clinician	Austin	Travis	TX	78759
Master Level Clinician	Austin	Travis	TX	78759
Master Level Clinician	Austin	Travis	TX	78759
Social Worker	Austin	Travis	TX	78759
Psychologist	Austin	Travis	TX	78759
Psychologist	Austin	Travis	TX	78759
Social Worker	Austin	Travis	TX	78759
Professional Counselor	Austin	Travis	TX	78759
Professional Counselor	Austin	Travis	TX	78750
Social Worker	AUSTIN	Travis	TX	78750
Social Worker	Austin	Travis	TX	78750
Social Worker	Austin	Travis	TX	78750
Social Worker	AUSTIN	Travis	TX	78750
Social Worker	Austin	Travis	TX	78750
Social Worker	Austin	Travis	TX	78750

Provider Type	City	County	State	Zip
Social Worker	Austin	Travis	TX	78750
Professional Counselor	Austin	Travis	TX	78750
Master Level Clinician	Austin	Travis	TX	78750
Master Level Clinician	Austin	Travis	TX	78750
Master Level Clinician	Austin	Travis	TX	78750
Master Level Clinician	Austin	Travis	TX	78750
Master Level Clinician	Austin	Travis	TX	78750
Master Level Clinician	Austin	Travis	TX	78750
Master Level Clinician	Austin	Travis	TX	78750
Master Level Clinician	Austin	Travis	TX	78750
Social Worker	Austin	Travis	TX	78750
Social Worker	Austin	Travis	TX	78750
Professional Counselor	Austin	Travis	TX	78750
Social Worker	Austin	Travis	TX	78750
Professional Counselor	Austin	Travis	TX	78750
Psychologist	Austin	Travis	TX	78726
Master Level Clinician	Austin	Travis	TX	78726
Professional Counselor	Austin	Williamson	TX	78729
Professional Counselor	Austin	Williamson	TX	78729
Professional Counselor	Austin	Williamson	TX	78729
Master Level Clinician	Austin	Williamson	TX	78729
Master Level Clinician	Austin	Williamson	TX	78729
Social Worker	Austin	Hays	TX	78737
Master Level Clinician	Austin	Hays	TX	78737
Professional Counselor	Austin	Hays	TX	78737
Master Level Clinician	Austin	Hays	TX	78737
Social Worker	Austin	Travis	TX	78734
Master Level Clinician	Austin	Williamson	TX	78717
Master Level Clinician	Austin	Williamson	TX	78717
Professional Counselor	Austin	Williamson	TX	78641
Social Worker	Bastrop	Bastrop	TX	78602
Professional Counselor	Bastrop	Bastrop	TX	78602
Social Worker	Bastrop	Bastrop	TX	78602
Master Level Clinician	Bastrop	Bastrop	TX	78602
Master Level Clinician	Bastrop	Bastrop	TX	78602
Master Level Clinician	Bastrop	Bastrop	TX	78602
Social Worker	Cedar Park	Williamson	TX	78613
Professional Counselor	Cedar Park	Williamson	TX	78613
Professional Counselor	Cedar Park	Williamson	TX	78613
Psychologist	Cedar Park	Williamson	TX	78613
Social Worker	Cedar Park	Williamson	TX	78613
Master Level Clinician	Cedar Park	Williamson	TX	78613

Provider Type	City	County	State	Zip
Master Level Clinician	Cedar Park	Williamson	TX	78613
Master Level Clinician	Cedar Park	Williamson	TX	78613
Master Level Clinician	Cedar Park	Williamson	TX	78613
Master Level Clinician	Cedar Park	Williamson	TX	78613
Professional Counselor	Cedar Park	Williamson	TX	78613
Professional Counselor	Cedar Park	Williamson	TX	78613
Social Worker	Dripping Springs	Hays	TX	78620
Master Level Clinician	Dripping Springs	Hays	TX	78620
Social Worker	Elgin	Bastrop	TX	78621
Professional Counselor	Georgetown	Williamson	TX	78627
Master Level Clinician	Georgetown	Williamson	TX	78627
Master Level Clinician	Georgetown	Williamson	TX	78627
Social Worker	Georgetown	Williamson	TX	78626
Social Worker	Georgetown	Williamson	TX	78626
Master Level Clinician	Georgetown	Williamson	TX	78626
Professional Counselor	Georgetown	Williamson	TX	78626
Master Level Clinician	Georgetown	Williamson	TX	78626
Professional Counselor	Georgetown	Williamson	TX	78628
Marriage & Family Therapist	Georgetown	Williamson	TX	78628
Marriage & Family Therapist	Georgetown	Williamson	TX	78628
Master Level Clinician	Georgetown	Williamson	TX	78628
Master Level Clinician	Georgetown	Williamson	TX	78628
Master Level Clinician	Georgetown	Williamson	TX	78628
Master Level Clinician	Georgetown	Williamson	TX	78628
Master Level Clinician	Georgetown	Williamson	TX	78628
Master Level Clinician	Georgetown	Williamson	TX	78628
Master Level Clinician	Georgetown	Williamson	TX	78628
Master Level Clinician	Georgetown	Williamson	TX	78628
Master Level Clinician	Georgetown	Williamson	TX	78628
Master Level Clinician	Hutto	Williamson	TX	78634
Master Level Clinician	Hutto	Williamson	TX	78634
Professional Counselor	Lakeway	Travis	TX	78734
Psychologist	Lakeway	Travis	TX	78734
Psychologist	Leander	Williamson	TX	78641
Professional Counselor	Leander	Williamson	TX	78641
Professional Counselor	Leander	Williamson	TX	78646
Master Level Clinician	Leander	Williamson	TX	78646
Professional Counselor	Lockhart	Caldwell	TX	78644
Professional Counselor	Lockhart	Caldwell	TX	78644
Social Worker	Manchaca	Travis	TX	78652
Professional Counselor	Manchaca	Travis	TX	78652

Provider Type	City	County	State	Zip
Social Worker	Manor	Travis	TX	78653
Master Level Clinician	Pflugerville	Travis	TX	78691
Professional Counselor	Pflugerville	Travis	TX	78660
Psychologist	Pflugerville	Travis	TX	78660
Psychologist	Pflugerville	Travis	TX	78660
Master Level Clinician	Pflugerville	Travis	TX	78660
Marriage & Family Therapist	Pflugerville	Travis	TX	78660
Master Level Clinician	Pflugerville	Travis	TX	78660
Master Level Clinician	Pflugerville	Travis	TX	78660
Master Level Clinician	Pflugerville	Travis	TX	78660
Master Level Clinician	Pflugerville	Travis	TX	78660
Professional Counselor	Pflugerville	Travis	TX	78660
Master Level Clinician	Round Rock	Williamson	TX	78683
Social Worker	Round Rock	Williamson	TX	78664
Professional Counselor	Round Rock	Williamson	TX	78664
Professional Counselor	Round Rock	Williamson	TX	78664
Marriage & Family Therapist	Round Rock	Williamson	TX	78664
Professional Counselor	Round Rock	Williamson	TX	78664
Psychologist	Round Rock	Williamson	TX	78664
Professional Counselor	Round Rock	Williamson	TX	78664
Professional Counselor	Round Rock	Williamson	TX	78664
Master Level Clinician	Round Rock	Williamson	TX	78664
Master Level Clinician	Round Rock	Williamson	TX	78664
Master Level Clinician	Round Rock	Williamson	TX	78664
Master Level Clinician	Round Rock	Williamson	TX	78664
Professional Counselor	Round Rock	Williamson	TX	78664
Master Level Clinician	Round Rock	Williamson	TX	78664
Master Level Clinician	Round Rock	Williamson	TX	78664
Psychologist	Round Rock	Williamson	TX	78680
Professional Counselor	Round Rock	Williamson	TX	78681
Professional Counselor	Round Rock	Williamson	TX	78681
Professional Counselor	Round Rock	Williamson	TX	78681
Social Worker	Round Rock	Williamson	TX	78681
Social Worker	Round Rock	Williamson	TX	78681
Professional Counselor	Round Rock	Williamson	TX	78681
Professional Counselor	Round Rock	Williamson	TX	78681
Professional Counselor	Round Rock	Williamson	TX	78681
Professional Counselor	Round Rock	Williamson	TX	78681
Professional Counselor	Round Rock	Williamson	TX	78681
Professional Counselor	Round Rock	Williamson	TX	78681
Social Worker	Round Rock	Williamson	TX	78681
Social Worker	Round Rock	Williamson	TX	78681

Provider Type	City	County	State	Zip
Social Worker	Round Rock	Williamson	TX	78681
Professional Counselor	Round Rock	Williamson	TX	78681
Psychologist	Round Rock	Williamson	TX	78681
Professional Counselor	Round Rock	Williamson	TX	78681
Master Level Clinician	Round Rock	Williamson	TX	78681
Master Level Clinician	Round Rock	Williamson	TX	78681
Master Level Clinician	Round Rock	Williamson	TX	78681
Master Level Clinician	Round Rock	Williamson	TX	78681
Master Level Clinician	Round Rock	Williamson	TX	78681
Professional Counselor	Round Rock	Williamson	TX	78681
Professional Counselor	Round Rock	Williamson	TX	78681
Social Worker	Round Rock	Williamson	TX	78681
Social Worker	Round Rock	Williamson	TX	78681
Master Level Clinician	Round Rock	Williamson	TX	78665
Master Level Clinician	Round Rock	Williamson	TX	78665
Professional Counselor	San Marcos	Hays	TX	78666
Professional Counselor	San Marcos	Hays	TX	78666
Social Worker	San Marcos	Hays	TX	78666
Psychologist	San Marcos	Hays	TX	78666
Marriage & Family Therapist	San Marcos	Hays	TX	78666
Master Level Clinician	San Marcos	Hays	TX	78666
Professional Counselor	San Marcos	Hays	TX	78666
Professional Counselor	San Marcos	Hays	TX	78666
Psychologist	San Marcos	Hays	TX	78666
Psychologist	San Marcos	Hays	TX	78666
Master Level Clinician	San Marcos	Hays	TX	78666
Master Level Clinician	San Marcos	Hays	TX	78666
Master Level Clinician	San Marcos	Hays	TX	78666
Master Level Clinician	San Marcos	Hays	TX	78666
Master Level Clinician	Spicewood	Travis	TX	78669
Master Level Clinician	Taylor	Williamson	TX	76574
Master Level Clinician	Taylor	Williamson	TX	76574
Master Level Clinician	Taylor	Williamson	TX	76574
Professional Counselor	West Lake Hills	Travis	TX	78746
Professional Counselor	West Lake Hills	Travis	TX	78746
Professional Counselor	West Lake Hills	Travis	TX	78746
Master Level Clinician	Wimberley	Hays	TX	78676
Master Level Clinician	Wimberley	Hays	TX	78676

Deer Oaks Mental Health Associates, P.C. & Deer Oaks EAP Services, LLC

Notice of Privacy Practices
Health Insurance Portability and Accountability Act (HIPAA)

Deer Oaks has the responsibility to protect the privacy of your personal and health information, as described in this notice. Personal and health information includes medical (or psychological) information and individually identifiable information, such as your name, address, telephone or social security number. Deer Oaks is required by applicable federal and state laws to maintain the privacy of your personal and health information or "PHI".

Deer Oaks will protect your privacy by, limiting how we may use or disclose your PHI; limiting who may see your PHI; inform you of our legal duties with respect to your PHI; and explain and strictly adhere to our privacy policies. These policies are in effect as of April 14, 2003, and will remain in effect until updated and until you receive notice of any changes. Deer Oaks reserves the right to change these policies and the terms of this notice as allowed by state and federal laws, rules or regulations.

Uses and Disclosures of Client Personal and Health Information:

Deer Oaks may disclose your PHI to insurance carriers in order to receive payment for claims for services provided to you by the Deer Oaks clinical staff within the limits established by the Texas State Board of Examiners of Psychologists or other applicable licensing board.

Deer Oaks may use your PHI to conduct quality improvements, including outcome studies and development of clinical guidelines, care coordination, case management or utilization management activities. Deer Oaks may also use your PHI to review the competence of our clinical staff, provide clinical supervision of clinical staff, or for business purposes such as customer service, resolution of your complaints, due diligence in connection with the sale or transfer of assets to a potential successor in interest.

Deer Oaks may use your PHI to contact you with information about services provided, appointment reminders, or for collection of co-pays or your account balance (if any).

Deer Oaks may use your PHI to the extent necessary to avert a serious and imminent threat to your health or safety or the health and safety of others. We may disclose this information to the proper authorities, if we reasonably believe that you are a possible victim of abuse, neglect, domestic violence or other crimes or if you admit to the abuse or neglect of a child or dependent elderly person.

Deer Oaks must disclose your PHI when we are required to do so by U.S. Department of Health and Human Services upon request for purposes of determining whether we are in compliance with privacy laws.

We may disclose your PHI in response to a court order or subpoena, although every effort will be made to obtain your consent for the release of any personal or health information, as required by confidentiality regulations as set by the Texas State Board of Examiners of Psychologists (TSBEP) or other applicable licensure boards.

We may disclose your PHI to law enforcement officials or personnel of a correctional institutional if you are in lawful custody while receiving treatment.

Your Rights:
You have the right to review or obtain copies of your personal and health information, subject to the limitations of the TSBEP. Your request must be in writing and you may be charged a fee for copying of the record.

You have the right to request and receive a list of instances in which we, or our subcontractors disclosed your PHI for purposes other than treatment, claims processing, and organizational operations.

You have the right to request that we place additional restrictions on our use or disclosure of your PHI. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement. You also have the right to terminate or amend previously requested restrictions. Requests for additional restrictions or request for termination of requested restrictions must be in writing.

You have the right to request that we communicate with you in confidence about your PHI by alternative means, such as sending reminders for appointments by mail instead of telephone calls. You must specify how we may contact you in writing, if you do not wish to be telephoned at your primarily or secondary listed telephone numbers.

You have the right to request an amendment of your PHI. The request must be in writing and include the information to be amended. We may deny your request for an amendment if we did not create the information you want amended, we do not maintain the information or the information is accurate and complete. If we agree to the amendment, we will make a reasonable effort to inform others of the amendment and to include the changes in any future disclosures of that information.

You have the right to receive a copy of this notice in either written or electronic form.

You have the right to file a complaint if you believe we have violated your privacy rights or you disagree with a decision we made about access to your PHI. A complaint may be registered with the Privacy Officer at Deer Oaks. You may also submit a written complaint to the U.S. Department of Health and Human Services (HHS). Deer Oaks supports your right to file a complaint and will assist you by providing address information for the HHS, and we will not retaliate in any way if you choose to file a complaint with us or the HHS.

Written Authorization to Use or Disclose Your PHI:

Deer Oaks will request written authorization from you to use your PHI or to disclose it to anyone for any purpose or situation not included in this document. You may revoke this authorization in writing at any time. Your revocations will not affect any use or disclosure permitted by your authorization while it was in effect. We will not disclose your PHI for any reason except those described in this notice without your written consent.

If you have been referred to Deer Oaks through an Employee Assistance Program (EAP), we will not disclose to your employer or anyone else, your PHI, without written authorization to do so. If you have accessed your EAP due to employer-mandated referral, you will be notified of the consequences of not authorizing the share of information between the employer and Deer Oaks. Personal information shared in these instances, are generally of a summary type (such as, restriction from duty, return-to-work, etc.), without specific private or confidential information as determined by Deer Oaks. Deer Oaks may provide your employer with EAP utilization data without identifying any of your PHI. Utilization data includes number of individuals accessing their EAP benefit and other quantitative data and guarantees the privacy and confidentiality of employee participants.

Questions or Complaints Regarding Use or Disclosure of PHI:

You may contact the Deer Oaks Privacy Officer regarding questions or complaints regarding the use or disclosure of your PHI. The Privacy Officer at Deer Oaks is June Maxfeldt, Executive Director. Ms. Maxfeldt can be contacted at (210) 615-8880 or (800) 396-2467 or by email at jmaxfeldt@deeroaks.com or in writing care of Deer Oaks at 7272 Wurzbach Road, Suite 601; San Antonio, Texas 78240.

Acknowledgement of This Notice of Privacy Regarding Your PHI:

Your acknowledgement of this notice of privacy will be made a part of your medical record at Deer Oaks. Please sign and date below. You may request a copy of this notice at any time.

_____ _____

Patient/Client Name Date

_____ _____

Signature of Patient/Client or Legal Guardian (if minor) Date

Deer Oaks
EAP Services

INFORMED CONSENT

Below are listed some important facts regarding your treatment at Deer Oaks. Please read them carefully. If you have questions, please address them with your counselor.

Services Provided: Deer Oaks provides Employee Assistance Program Services including assessment, treatment planning, consultation, and individual, couples or family therapy, as well as referrals for medical, community, legal or financial issues. Your counselor will discuss with you the treatment choices best suited for your needs. The extent and duration of your treatment will depend upon your choice and the recommendations of your counselor.
Session Duration: A session lasts 45 to 50 minutes; a half session lasts twenty-five minutes.
Fee Information: The counseling services provided to you by Deer Oaks EAP Services are free to you, your dependents and members of your household. Your employer has paid for this benefit, so that you may receive services that will enhance your well-being both at home and at work, which will in turn, allow you to be more productive and successful in the work place. If you are referred to your medical plan, or if you need other type of community referrals, you will be informed of their costs at the time that you access services.
Cancellation Policy: If you need to cancel an appointment, please notify this office as soon as possible. A missed appointment without 24 hours advance notification may be charged as a session.
Confidentiality: All information and records will be kept confidential, and will be held in accordance with state and federal laws regarding the confidentiality of such records and personal health information. Your employer will not be informed of your visits. However, records and/or information will be released regardless of consent under the following circumstances:

1. According to state and local laws, counselors must report all cases of physical or sexual abuse or neglect of minors or the elderly to the appropriate agency.
2. According to state and local laws, counselors must report all cases in which there exists a danger to self or others to the appropriate agency.
3. When authorized by you, counselors may discuss your treatment progress with your employer in order to assist you in returning to work.
4. In the event that you, your dependent or household members in need of emergency services and other medical personnel need to be contacted while receiving services.
5. In the event that your records may be subpoenaed by court.

Right of Access to Records: Adult clients, and legal guardians of minors, including managing and possessory conservators, have the right to access the record of the services provided to them at Deer Oaks. Please discuss any questions you have about this with your counselor.
Emergency/On-call Services: Deer Oaks EAP Services provides 24 hour, 7 days a week, emergency on-call services. Although it may not be possible to reach a particular counselor using this service, the on-call counselor is a caring and trained professional who is available to handle immediate concerns.
Treatment of Minors: Treatment of children under the age of 18 will be provided with the consent of the legal guardian. By signing this consent form, the client acknowledges that he or she is the legal guardian (as established by the state or divorce decree) of any minor presented for treatment.

I have read and understand this statement of informed consent. I consent to treatment at Deer Oaks EAP Services with the knowledge of the above conditions.

_____ _____
Client/Guardian Signature **Date**

_____ _____
Witness Signature **Date** **Revised 8/2003**

TAB 11: REPORTING REQUIREMENTS

A. 3.10 Scope of Work- Reporting Requirements
B. Listing, Description and Samples of Available Reports

Tab 11: Reporting Requirements

Tab 11(A): Restate the Reporting Requirements in 3.10 of the Scope of Work, Section 0500 and confirm acceptance of each requirement.

3.10. Reporting Requirements:

3.10.1. The Contractor shall have the capability to capture, analyze, and report the data by each of the approximate 42 City departments.

Deer Oaks confirms acceptance of this requirement.

3.10.2. Reporting shall be done in such a way to insure client confidentiality.

Deer Oaks confirms acceptance of this requirement.

3.10.3. The City requires the Contractor to gather utilization data and to provide monthly, quarterly, and annual management reports that evaluate the EAP's effectiveness, unless otherwise stated.

Deer Oaks confirms acceptance of this requirement.

3.10.4. Reports are due 60 days after the last day of the time period for which the data is reported, unless otherwise stated.

Deer Oaks confirms acceptance of this requirement.

3.10.5. Reports shall include at a minimum: number and types of referrals, types of problems identified, client demographics, source of referral and departmental utilization.

Deer Oaks confirms acceptance of this requirement.

3.10.6. Quarterly reports shall also include a narrative analysis of the data and a review of all programming activities.

Deer Oaks confirms acceptance of this requirement.

3.10.7. Annual reports shall also include:

3.10.7.1. Any recommendations for program improvement and enhancement;

Deer Oaks confirms acceptance of this requirement.

3.10.7.2. A roll-up summary of the data reported in the monthly and quarterly reports; and

Deer Oaks confirms acceptance of this requirement.

3.10.7.3. A customer satisfaction report.

Deer Oaks confirms acceptance of this requirement.

Tab 11(B): Review Section 3.10 of the Scope of Work, Section 0500. Provide a listing, description, and examples of management reports provided on a monthly, quarterly, semi-annual, and annual basis as described in this section.

Deer Oaks believes in the importance and utility of reporting to employers on the utilization patterns of the employees and dependents covered through the EAP. Therefore, we will provide the City with monthly, quarterly and annual utilization reports and include information requested by the City without infringing on member confidentiality.

Our standard reports typically include:

- Overview of contract performance including number and utilization percentage of web logins, EAP cases and Work/Life cases for the reporting period and year to date
- Caller demographics: gender, marital status, member type, age range, job classification, length of service, shift, department, ethnicity (the City may determine which categories it would like reported)
- Overall statistics for contract use per reporting period
- Departmental/locale statistics for contract use per reporting period (if in line with confidentiality parameters)
- Employee versus dependent utilization
- EAP referral source
- Reported home- and work-related problems (presenting and secondary)
- Type of assistance offered
- Knowledge of service
- Methods of contact
- Work/Life cases by category
- Web page hits by category and content
- Feedback from customer satisfaction surveys and averages (when available based on rate of completion)
- Event Activity and support hours i.e. seminars, orientations, health fairs, CISDs, management consultation, etc.
- Training and on-site support participants
- Communication material distribution

For the City of Austin, our quarterly reports will also include a narrative analysis of the data and a review of all programming activities. Additionally, the annual reports will include any recommendations for program improvement and enhancement; a roll-up summary of the data reported in the monthly and quarterly reports; and a customer satisfaction report (average customer satisfaction).

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

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

A sample standard utilization report is included in Tab 11B. This report is customizable; therefore, the City may determine which categories and subcategories it would like included on its reports.

Sample EAP Utilization Report

Report

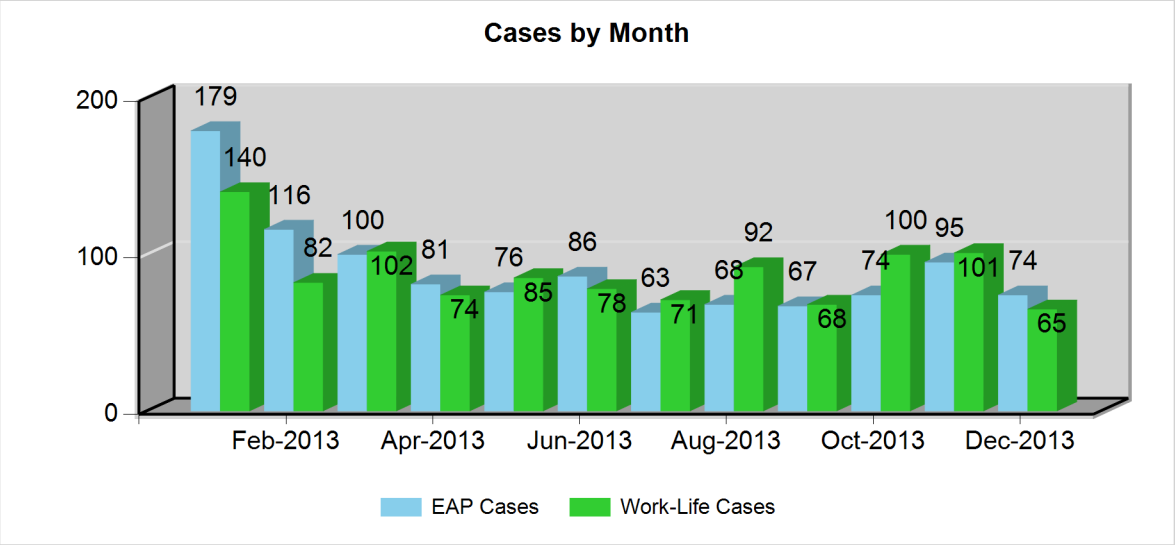
1/1/2013 - 12/31/2013

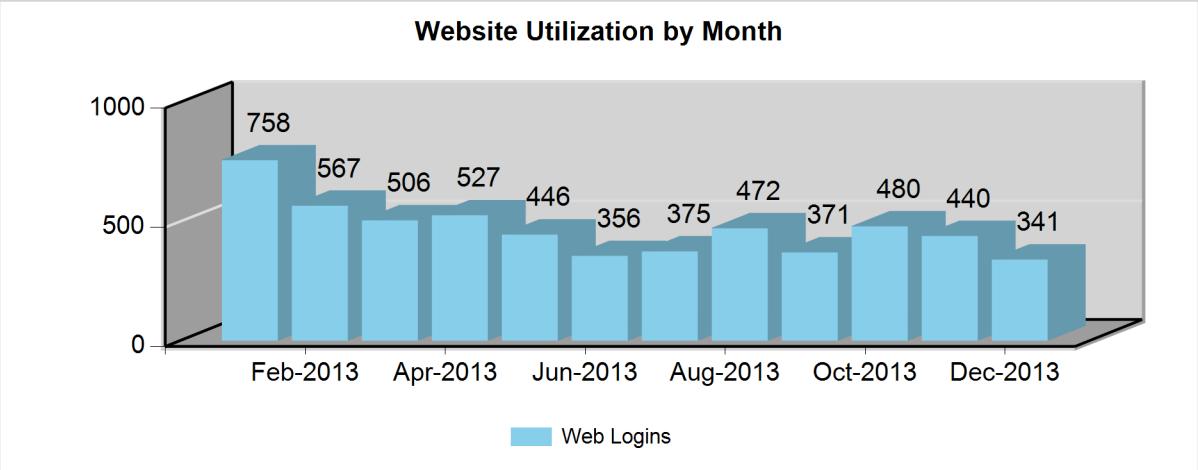
Report Period ***1/1/2013 - 12/31/2013***

UTILIZATION OVERVIEW

Number of Employees:	73,647

Service Component	Web Logins	EAP Cases	Work-Life Cases	Total
Actual Number of Cases	5639	1079	1058	7776
Projected Annualized Usage (%)	7.66%	1.47%	1.44%	**10.56%**





Report Period *1/1/2013 - 12/31/2013*

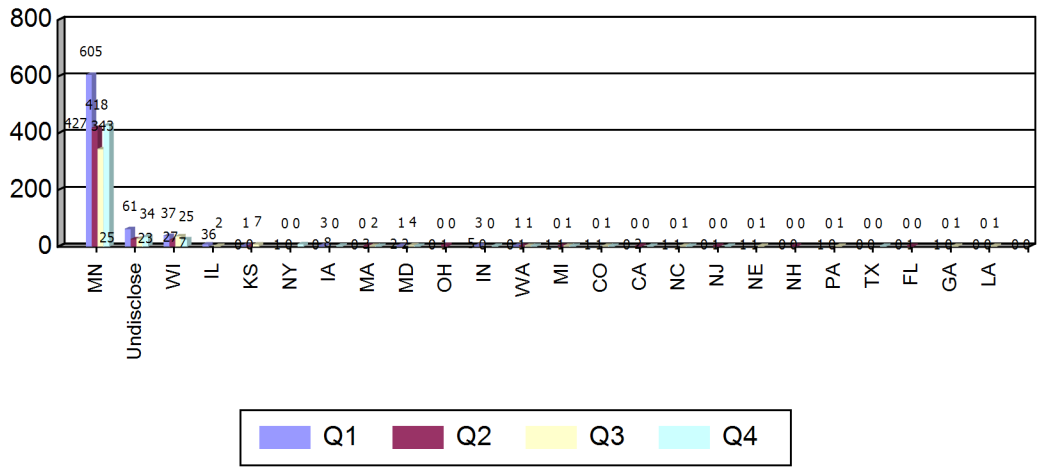
CALLER INFORMATION

Gender

Gender	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Female	526	364	336	370	1596	74.7%
Male	184	110	88	133	515	24.1%
Unknown	9	6	5	6	26	1.2%
Total	719	480	429	509	2137	

Geographical Utilization

Quarterly Geographical Utilization



Marital Status

Status	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Undisclosed	346	254	248	261	1109	51.9%
Married	208	120	97	176	601	28.1%
Single	98	58	52	39	247	11.6%
Divorced	35	27	15	22	99	4.6%
Separated	27	18	11	7	63	2.9%
Widowed	5	3	6	4	18	0.8%
Total	719	480	429	509	2137	

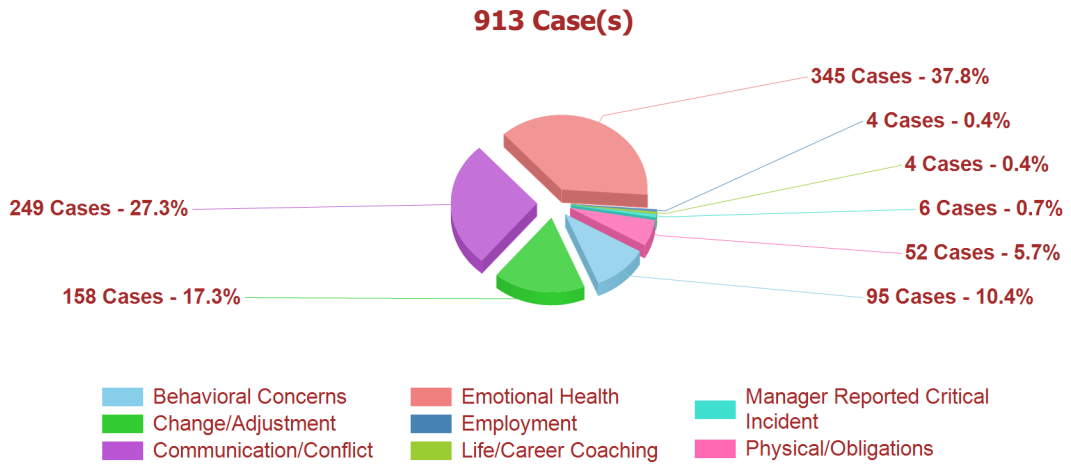
Region

Region	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Undisclosed	719	480	429	509	2137	100.0%
Total	719	480	429	509	2137	

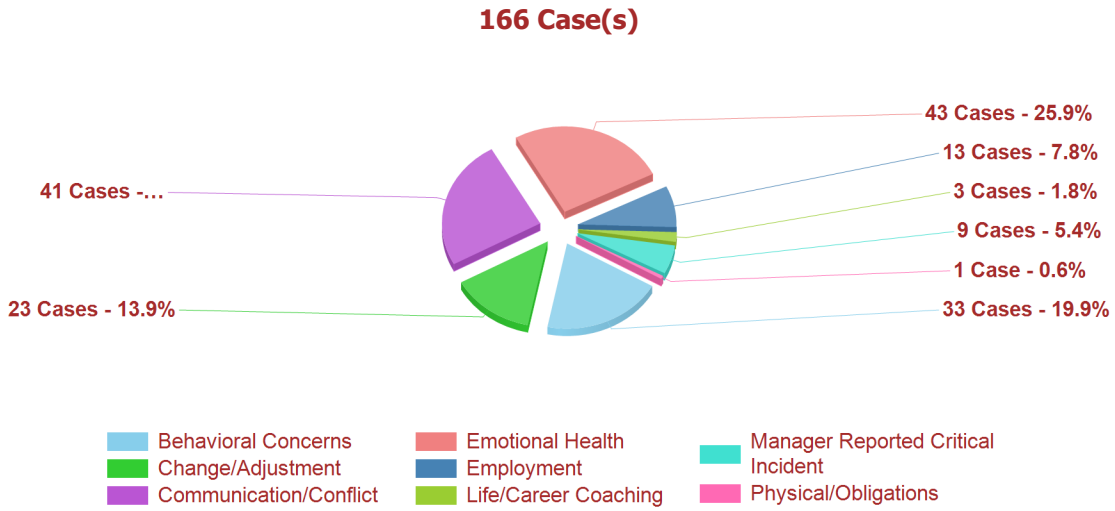
Report Period ***1/1/2013 - 12/31/2013***

MAIN ISSUES IN EAP CASES

Personal Issues



Work Issues



Report Period *1/1/2013 - 12/31/2013*

Personal Issues Detailed

Face to Face

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Behavioral Concerns						
Acting out	4		2	1	7	12.3%
Addiction	7	4	1	2	14	24.6%
Alcohol/drugs	6	5	3	5	19	33.3%
Domestic violence			1		1	1.8%
Eating disorder issue		1		1	2	3.5%
Family Member Addiction		3	2	2	7	12.3%
Gambling				1	1	1.8%
Harm to self				1	1	1.8%
Non-Conforming Behavior	1	1	1		3	5.3%
Suicidal Ideation	2				2	3.5%
Change/Adjustment						
Blended Family	1		2		3	2.8%
Caring for Elders				1	1	0.9%
Dealing with Loss	3	1	1	5	10	9.3%
Divorce	3	7		4	14	13.0%
Financial Hardship			1		1	0.9%
Job Status		1			1	0.9%
Parenting	2	3		1	6	5.6%
Relationship	3	4	2	4	13	12.0%
Relocating		1			1	0.9%
Restructuring				1	1	0.9%
Separation	2	5	1		8	7.4%
Trauma	1	1	1		3	2.8%
Work-life Balance	45		1		46	42.6%
Communication/Conflict						
Communication issues	3	1	8	3	15	8.2%
Conflict with family	6	8	10	10	34	18.5%
Conflict with manager	1				1	0.5%

Conflict with partner	18	20	12	18	68	37.0%
Harassment/Bullying		1			1	0.5%
Relationship issues	17	15	16	17	65	35.3%
Emotional Health						
Anger	1	1	1	5	8	3.2%
Anxiety	24	13	10	11	58	23.5%
Bereavement	15	6	6	9	36	14.6%
Depression	26	15	14	10	65	26.3%
Family Member Addiction	1			1	2	0.8%
Impacted by DV		2			2	0.8%
Impacted by Harassment/Bullying	1	1			2	0.8%
Past Trauma	1	2	2		5	2.0%
Self Esteem	1	1			2	0.8%
Stress	26	11	9	13	59	23.9%
Unhappiness	1	5	1		7	2.8%
Victim of Harassment/Bullying		1			1	0.4%
Physical/Obligations						
Care of children	4	2			6	17.6%
Care of family	10		1		11	32.4%
Care of parent	1				1	2.9%
Care of spouse	9	1			10	29.4%
Chronic illness	1				1	2.9%
Financial obligation		1			1	2.9%
Mental disability	1			1	2	5.9%
Physical health concern	1		1		2	5.9%

Formal Manager Referral

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Behavioral Concerns						
Alcohol/drugs			1		1	100.0%

Report Period *1/1/2013 - 12/31/2013*

Management Consultation

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Behavioral Concerns						
Acting out			1		1	9.1%
Addiction		1	1		2	18.2%
Alcohol/drugs	1		2	2	5	45.5%
Non-Conforming Behavior	1		2		3	27.3%
Communication/Conflict						
Communication issues			1	1	2	66.7%
Conflict with colleague				1	1	33.3%
Employment						
Alcohol/drugs		1	1		2	50.0%
Benefits in Kind		1			1	25.0%
Health & Safety		1			1	25.0%
Manager Reported Critical Incident						
Workplace Accident				1	1	16.7%
Workplace Death			1		1	16.7%
Workplace Trauma	3			1	4	66.7%

Online Counseling

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Emotional Health						
Anxiety		1			1	100.0%
Physical/Obligations						
Financial obligation				1	1	100.0%

Telephone

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Behavioral Concerns						
Acting out	1			1	2	7.7%
Addiction	4			1	5	19.2%

Alcohol/drugs	5	3	2	1	11	42.3%
Family Member Addiction	1	2	1	1	5	19.2%
Harm to others				1	1	3.8%
Non-Conforming Behavior			1		1	3.8%
Suicidal Ideation		1			1	3.8%
Change/Adjustment						
Caring for Elders	1				1	2.0%
Dealing with Loss				3	3	6.0%
Divorce	1	4			5	10.0%
Financial Hardship	1	2	1		4	8.0%
Illness	1	1	1		3	6.0%
Job Status			1	2	3	6.0%
Parenting	4		2	1	7	14.0%
Relationship		1	1	2	4	8.0%
Separation			1		1	2.0%
Trauma		1	1		2	4.0%
Work-life Balance	14			3	17	34.0%
Communication/Conflict						
Communication issues	2	1	2	4	9	14.5%
Conflict with colleague		2			2	3.2%
Conflict with family	4	3	2	6	15	24.2%
Conflict with friend		1		1	2	3.2%
Conflict with manager	2	1	1		4	6.5%
Conflict with partner	2	4	4	1	11	17.7%
Harassment/Bullying		1	1	1	3	4.8%
Relationship issues	5	3	3	5	16	25.8%
Emotional Health						
Anger			3	2	5	5.2%
Anxiety	15	7	4	4	30	30.9%
Bereavement	2	1	2	3	8	8.2%
Depression	3	4	2	3	12	12.4%
Family Member Addiction	1			3	4	4.1%

Impacted by DV		1			1	1.0%
Past Trauma	4				4	4.1%
Self Esteem		2			2	2.1%
Stress	12	7	4	3	26	26.8%
Unhappiness	2	1	2		5	5.2%
Life/Career Coaching						
Career Issues				2	2	50.0%
Conflict				1	1	25.0%
Setting Goals		1			1	25.0%
Physical/Obligations						
Care of children			1	4	5	29.4%
Care of family		1		2	3	17.6%
Care of spouse				2	2	11.8%
Chronic illness				1	1	5.9%
Financial obligation	3			1	4	23.5%
Physical health concern	1			1	2	11.8%

Report Period *1/1/2013 - 12/31/2013*

Work Issues Detailed

Face to Face

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Behavioral Concerns						
Acting out		2			2	22.2%
Alcohol/drugs	1	2	2	1	6	66.7%
Non-Conforming Behavior				1	1	11.1%
Change/Adjustment						
Job Status	2	1		2	5	62.5%
Restructuring			1	1	2	25.0%
Work-life Balance		1			1	12.5%
Communication/Conflict						
Communication issues			1		1	6.3%
Conflict with colleague	3	1		3	7	43.8%
Conflict with manager	3	2	1		6	37.5%
Harassment/Bullying	1		1		2	12.5%
Emotional Health						
Anger			1		1	3.2%
Anxiety	3	1	1	3	8	25.8%
Bereavement			1		1	3.2%
Depression	2			1	3	9.7%
Impacted by Harassment/Bullying				1	1	3.2%
Stress	4	3	4	5	16	51.6%
Unhappiness			1		1	3.2%

Formal Manager Referral

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Behavioral Concerns						
Alcohol/drugs				1	1	100.0%

Report Period *1/1/2013 - 12/31/2013*

Communication/Conflict			
Communication issues	1	1	33.3%
Conflict with colleague	2	2	66.7%

Management Consultation

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Behavioral Concerns						
Acting out	2		1		3	15.0%
Addiction		1			1	5.0%
Alcohol/drugs	4		2	7	13	65.0%
Non-Conforming Behavior	1	1	1		3	15.0%
Communication/Conflict						
Communication issues	3				3	33.3%
Conflict with colleague	1	3	1		5	55.6%
Conflict with manager				1	1	11.1%
Employment						
Alcohol/drugs	2	1	2	1	6	46.2%
Attendance/Absence			1		1	7.7%
Grievance/Disciplinary		1		1	2	15.4%
Performance Issues	1			2	3	23.1%
Work Related Stress	1				1	7.7%
Manager Reported Critical Incident						
Workplace Accident				1	1	11.1%
Workplace Death		2	1	1	4	44.4%
Workplace Trauma	1		1	1	3	33.3%
Workplace Violence			1		1	11.1%

Report Period *1/1/2013 - 12/31/2013*

Online Counseling

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Communication/Conflict						
Conflict with manager		1			1	100.0%

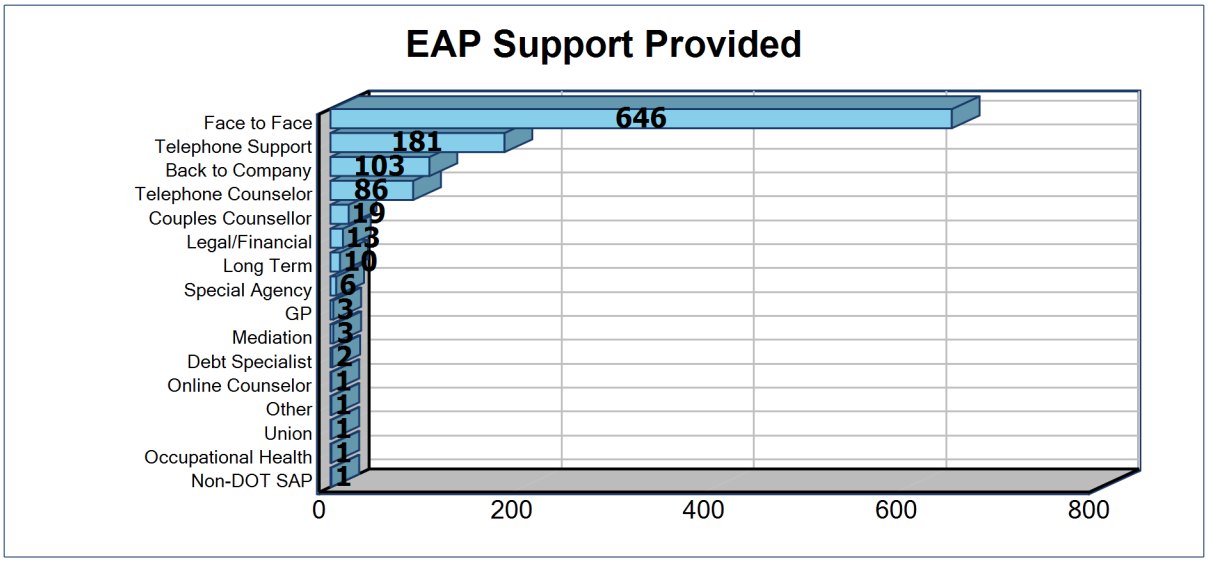
Telephone

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Behavioral Concerns						
Acting out			1		1	33.3%
Addiction		1			1	33.3%
Alcohol/drugs			1		1	33.3%
Change/Adjustment						
Dealing with Loss		1		1	2	13.3%
Financial Hardship	1				1	6.7%
Illness	1				1	6.7%
Job Status	3	3	1		7	46.7%
Work-life Balance	2	2			4	26.7%
Communication/Conflict						
Communication issues	2				2	16.7%
Conflict with colleague	1	2		1	4	33.3%
Conflict with family	1				1	8.3%
Conflict with manager	1	2	1	1	5	41.7%
Emotional Health						
Anger		1			1	8.3%
Anxiety	1		1	1	3	25.0%
Depression	1				1	8.3%
Stress	1	2	1		4	33.3%
Unhappiness		1	1		2	16.7%
Victim of Harassment/Bullying			1		1	8.3%
Life/Career Coaching						
Career Issues			1	1	2	66.7%
Conflict				1	1	33.3%

Report Period *1/1/2013 - 12/31/2013*

Physical/Obligations			
Physical Disability	1	1	100.0%

Report Period ***1/1/2013 - 12/31/2013***



Support Provided	%
Face to Face	60.0%
Telephone Support	16.8%
Back to Company	9.6%
Telephone Counselor	8.0%
Couples Counsellor	1.8%
Legal/Financial	1.2%
Long Term	0.9%
Special Agency	0.6%
Mediation	0.3%
GP	0.3%
Debt Specialist	0.2%
Non-DOT SAP	0.1%
Occupational Health	0.1%
Union	0.1%
Other	0.1%
Online Counselor	0.1%
Total	100.0%

Report Period *1/1/2013 - 12/31/2013*

CRITICAL FACTORS IN EAP CASES

Type of Critical Factors	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	Jul 13	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13	YTD
Substance Abuse	4	3	2	4	-	3	2	1	1	3	3	3	29
Other	2	1	2	2	-	3	3	-	1	-	1	1	16
Suicide Risk	2	1	5	1	-	-	-	1	-	-	-	-	10
Not Able To Work	2	1	-	-	-	1	-	2	-	1	-	1	8
Violence Risk	1	-	-	1	2	-	-	-	-	1	-	-	5
Total	11	6	9	8	2	7	5	4	2	5	4	5	68

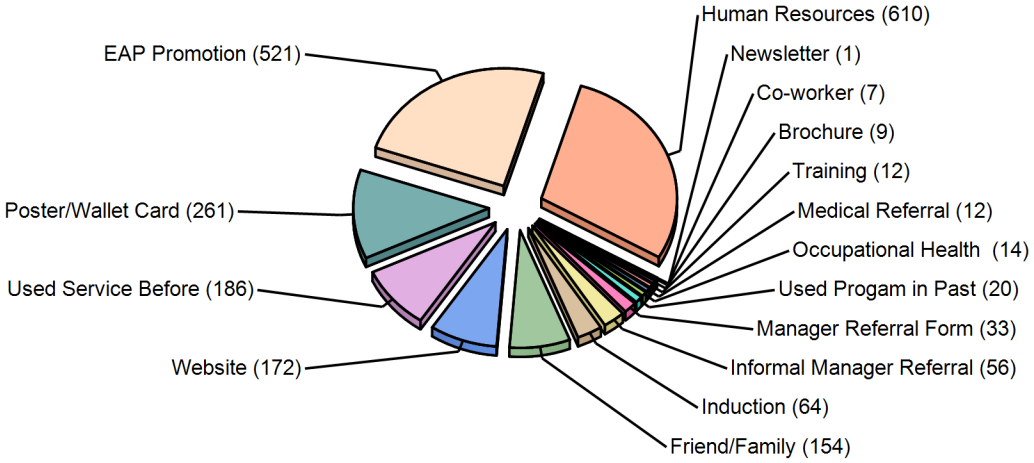
For TotalSource Sample EAP, there were 68 critical factor cases reported. Critical Factors are references to matters discussed in a counseling assessment, which pertain to issues needing extra care or attention clinically. These references do not indicate that a client is currently in danger, but that one of these factors was present during time of contact, and that our counselors took appropriate risk measures in order to respond appropriately.

Report Period *1/1/2013 - 12/31/2013*

KNOWLEDGE OF SERVICE

Sources of Information	%
Human Resources	28.6%
EAP Promotion	24.4%
Poster/Wallet Card	12.2%
Used Service Before	8.7%
Website	8.1%
Friend/Family	7.2%
Induction	3.0%
Informal Manager Referral	2.6%
Manager Referral Form	1.5%
Used Progam in Past	0.9%
Occupational Health	0.7%
Training	0.6%
Medical Referral	0.6%
Brochure	0.4%
Co-worker	0.3%
Newsletter	0.0%

Sources of Information

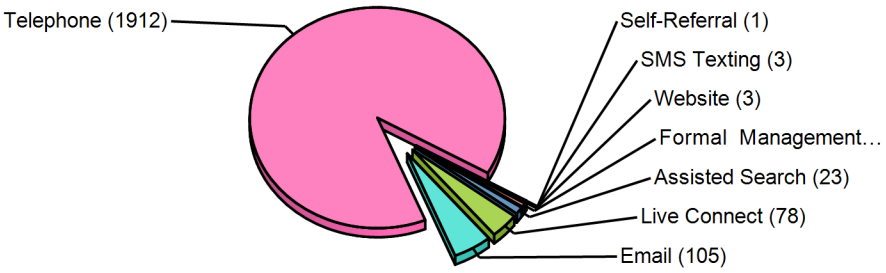


Report Period *1/1/2013 - 12/31/2013*

METHODS OF CONTACT

Methods of Contact	%
Telephone	89.5%
Email	4.9%
Live Connect	3.6%
Assisted Search	1.1%
Formal Management Referral	0.6%
SMS Texting	0.1%
Website	0.1%
Self-Referral	0.0%

Methods of Contact



Report Period *1/1/2013 - 12/31/2013*

WORK-LIFE CASES BY CATEGORY

Content Category	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Child Care Consultation						
Child Care Information			1		1	50.0%
Family Day Care Homes		1			1	50.0%
Sub Total		1	1		2	
Child Care Referral						
Child Care Information				1	1	1.7%
Day Care Centers	9	3	8	5	25	42.4%
Emergency Care			1		1	1.7%
Family Day Care Homes	5	4	8	6	23	39.0%
Nanny Agencies	3	2		3	8	13.6%
Summer Camp	1				1	1.7%
Sub Total	18	9	17	15	59	
Daily Living Consultation						
Disability/Special Needs	1				1	12.5%
Financial		1			1	12.5%
Financial Assistance			2		2	25.0%
Household Services			1		1	12.5%
Miscellaneous	2				2	25.0%
Support Groups	1				1	12.5%
Sub Total	4	1	3		8	
Daily Living Referral						
Career	2	3	4	8	17	7.9%
Disability/Special Needs				1	1	0.5%
Education	1	2	2		5	2.3%
Financial	6	2	1	3	12	5.6%
Financial Assistance	6	9	12	14	41	19.2%
Health/Wellness	10	10	5	8	33	15.4%
Household Services	2	2	2	3	9	4.2%
Housing	8	12	8	12	40	18.7%

Report Period					*1/1/2013 - 12/31/2013*	
Content Category	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Legal	1	1	2	2	6	2.8%
Miscellaneous	11	3	3	8	25	11.7%
Shelters/Transitional Housing	1			1	2	0.9%
Support Groups	2	9	3	2	16	7.5%
Websites/Books/Tipsheets	2		4	1	7	3.3%
Sub Total	52	53	46	63	214	
Elder Care Consultation						
Geriatric Care Management	1				1	20.0%
Miscellaneous	1		3		4	80.0%
Sub Total	2		3		5	
Elder Care Referral						
Area Agency on Aging	1	1			2	4.5%
Financial Assistance			2	2	4	9.1%
Geriatric Care Management		1	2	3	6	13.6%
Home Care	6		1	2	9	20.5%
Housing	4	1		8	13	29.5%
Miscellaneous	1	1		6	8	18.2%
Support Group	1			1	2	4.5%
Sub Total	13	4	5	22	44	
Financial Consultation						
Budgeting	11	1	6	7	25	33.3%
Debt	5	7	5	13	30	40.0%
Financial Information General	13			1	14	18.7%
Mortgage	1			1	2	2.7%
Retirement Planning			1	2	3	4.0%
Tax Information	1				1	1.3%
Sub Total	31	8	12	24	75	
General Assistance WorkLife						
Benefit Connect	7	5	7	3	22	12.7%

Report Period					*1/1/2013 - 12/31/2013*	
Content Category	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
User Response Requested	1	13	17	10	41	23.7%
Work-Life Overview	50	25	22	13	110	63.6%
Sub Total	58	43	46	26	173	
ID/Theft						
Basic	1			1	2	100.0%
Sub Total	1			1	2	
Legal Advice						
Civil	6	5	1	3	15	13.6%
Civil Rights	1				1	0.9%
Consumer		2		3	5	4.5%
Criminal		1		2	3	2.7%
Elder Law				1	1	0.9%
Employment	1				1	0.9%
Family	1	4	4	3	12	10.9%
Financial	1	2	1	3	7	6.4%
Other	20	3	1	1	25	22.7%
Personal Injury/Tort		1	1	3	5	4.5%
Power of Attorney			1		1	0.9%
Probate		1		3	4	3.6%
Property	2	4	5	1	12	10.9%
Restraining/Protection	1				1	0.9%
Social Security				1	1	0.9%
Taxation	1	1		1	3	2.7%
Tenancy	1	3	2		6	5.5%
Wills/Estate Planning	3	1	1	2	7	6.4%
Sub Total	38	28	17	27	110	
Legal Consultation						
Civil	4				4	14.3%
Consumer	2				2	7.1%
Criminal	1				1	3.6%
Employment	15				15	53.6%

Report Period					*1/1/2013 - 12/31/2013*	
Content Category	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Family	1				1	3.6%
Insurance	1				1	3.6%
Other	4				4	14.3%
Sub Total	28				28	
Legal In-Person						
Bankruptcy	1	6	2	3	12	3.6%
Civil		2	3	3	8	2.4%
Consumer		6	4	5	15	4.4%
Criminal	1	4	5	5	15	4.4%
Elder Law		1		2	3	0.9%
Family	18	35	36	37	126	37.3%
Financial	1	2	3	2	8	2.4%
Immigration		1			1	0.3%
Other	42	7	6	1	56	16.6%
Personal Injury/Tort	1		3	3	7	2.1%
Power of Attorney	3	2		1	6	1.8%
Probate	4	4	3	3	14	4.1%
Property	2	6	10	12	30	8.9%
Restraining/Protection	1	2			3	0.9%
Taxation	2	3		2	7	2.1%
Tenancy		5	1	4	10	3.0%
Wills/Estate Planning	3	4	5	5	17	5.0%
Sub Total	79	90	81	88	338	
Total	324	237	231	266	1,058	

WEB PAGE HITS BY CATEGORY

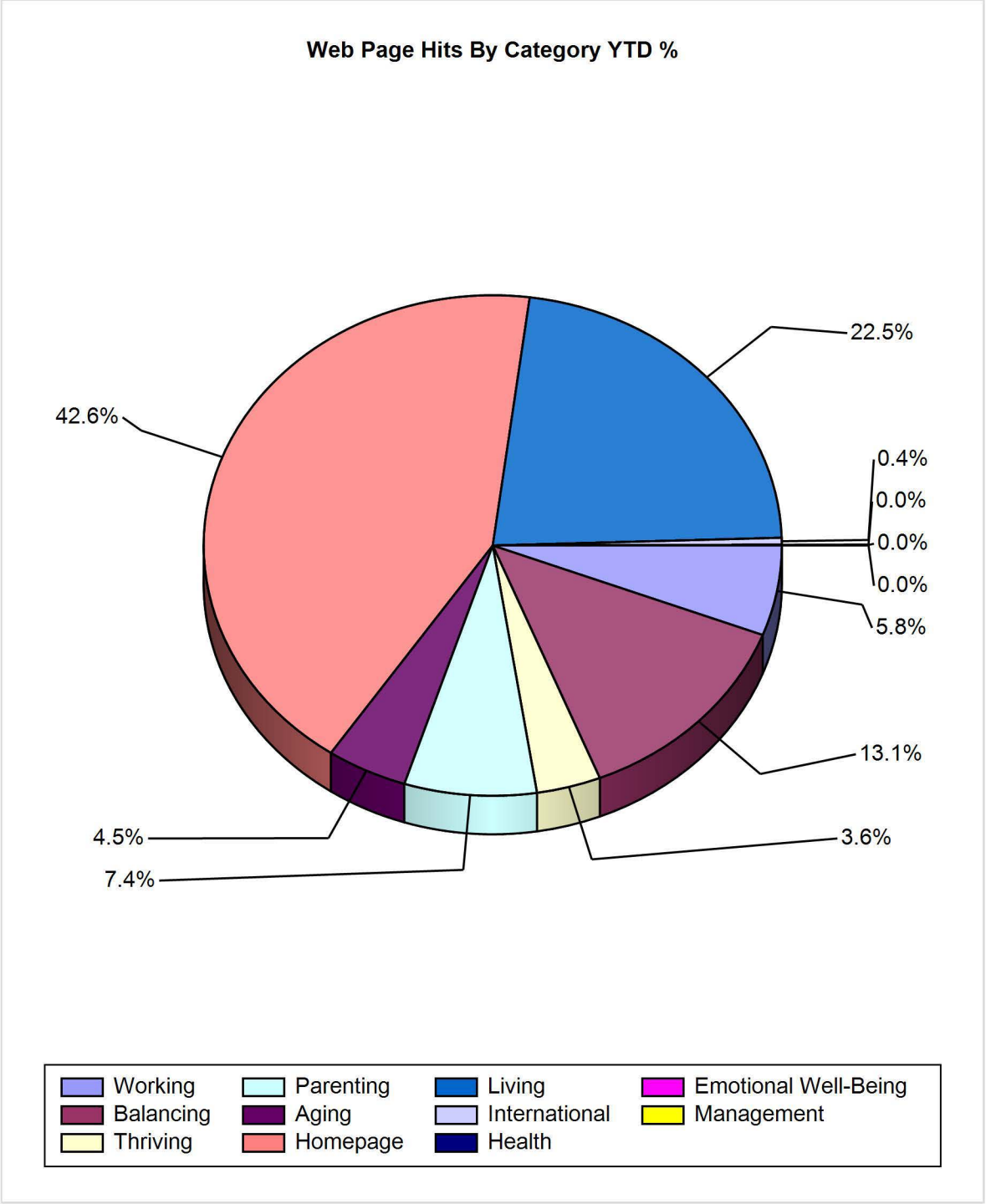
Content Category	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Aging						
Adults With Disabilities	14	5	21	11	51	3.8%
Aging Well	15	13	19	9	56	4.1%
Caregivers	63	42	17	54	176	13.0%
Government Programs	24	9	8	28	69	5.1%
Grief and Loss	19	19	7	23	68	5.0%
Health	36	20	2	14	72	5.3%
Home Care	33	24	10	6	73	5.4%
Housing Options	131	81	98	62	372	27.4%
Planning the Future	98	83	196	43	420	31.0%
Sub Total	433	296	378	250	1,357	
Balancing						
Addiction and Recovery	71	80	96	62	309	7.8%
Communication	37	12	28	51	128	3.2%
Families	72	75	39	60	246	6.2%
Grief and Loss	129	46	62	21	258	6.5%
Mental Health	317	167	207	291	982	24.8%
Personal Growth	73	58	78	113	322	8.1%
Relationships	456	393	522	339	1,710	43.2%
Sub Total	1,155	831	1,032	937	3,955	
Emotional Well-Being						
Families	4	1			5	41.7%
Communication			2		2	16.7%
Grief and Loss	5				5	41.7%
Sub Total	9	1	2		12	

Report Period						*1/1/2013 - 12/31/2013*
Content Category	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Health						
Health Tools	1				1	100.0%
Sub Total	1				1	
Homepage						
Advanced Directives	28	10	5	13	56	0.4%
Assisted Search	4	2	1	2	9	0.1%
Care Space - Parenting	6	7	12	1	26	0.2%
Cloud	54	36	67	30	187	1.5%
Disclaimer		1	5	2	8	0.1%
Division Feature	103	80	84	67	334	2.6%
Division Homepage	1	1		1	3	0.0%
Feature1	436	288	264	196	1,184	9.2%
Homepage	10	31	19	11	71	0.6%
Homepage Feature 1				92	92	0.7%
Learning Center	11	1	17	5	34	0.3%
Monthly Feature	2,502	1,652	1,598	1,639	7,391	57.7%
New Content	7	5	9	4	25	0.2%
News	60	112	113	102	387	3.0%
Online Counseling	233	236	139	182	790	6.2%
Poll	35	31	24	21	111	0.9%
Relocation Center	3	3	4	2	12	0.1%
Savings Center	54	8	11	21	94	0.7%
Search	509	378	404	397	1,688	13.2%
Seminars	50	38	53	67	208	1.6%
Tax Act	92	6	2	1	101	0.8%
Contact a Counsellor	1				1	0.0%
Privacy Policy			3		3	0.0%
Live Connect		1			1	0.0%
Sub Total	4,199	2,927	2,834	2,856	12,816	

Report Period						*1/1/2013 - 12/31/2013*
Content Category	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
International						
Immigration to the U.S.	8	15	24	2	49	36.6%
Living Abroad	9	1		1	11	8.2%
Relocating Abroad	8	4	5	1	18	13.4%
Working Abroad	6	17	1	4	28	20.9%
Repatriation	3	1	2		6	4.5%
Families Abroad	2		2		4	3.0%
International Immigration	12		6		18	13.4%
Sub Total	48	38	40	8	134	
Living						
Consumer Tips	63	26	9	37	135	2.0%
Errands Online	42	14	17	25	98	1.4%
Financial	683	486	265	494	1,928	28.5%
Home Buying or Selling	75	44	40	64	223	3.3%
Home Improvement	104	52	54	83	293	4.3%
Legal	676	678	416	522	2,292	33.9%
Legal Forms	282	203	231	158	874	12.9%
Moving	19	34	30	23	106	1.6%
Pets	255	96	91	102	544	8.0%
Safety	2	1	2	4	9	0.1%
Travel and Leisure Time	53	58	19	34	164	2.4%
Fraud and Theft	5	4	11		20	0.3%
Go Green	42	31	1		74	1.1%
Sub Total	2,301	1,727	1,186	1,546	6,760	
Management						
Workplace Productivity		1			1	50.0%
Workplace Safety		1			1	50.0%
Sub Total		2			2	
Parenting						
Adoption	75	17	35	65	192	8.6%
Child Care	183	130	110	150	573	25.8%

Report Period						*1/1/2013 - 12/31/2013*
Content Category	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Developmental Stages	119	53	109	47	328	14.7%
Education	173	98	92	104	467	21.0%
Kids' Well-Being	74	44	51	26	195	8.8%
Parenting	158	73	106	133	470	21.1%
Sub Total	782	415	503	525	2,225	
Thriving						
Adolescents' Health	26	15	4	5	50	4.6%
Health Challenges	15	10	9	12	46	4.3%
Health Tools	35	18	14	21	88	8.1%
Healthy Eating	82	54	34	34	204	18.9%
Infants' and Toddlers' Health	39	17	13	23	92	8.5%
Live Healthy	91	27	27	44	189	17.5%
Medical Care	15	10	12	22	59	5.5%
Men's Health	35	22	15	26	98	9.1%
Seniors' Health	7	2	3	3	15	1.4%
Women's Health	57	48	44	76	225	20.8%
Children's Health	5	6	4		15	1.4%
Sub Total	407	229	179	266	1,081	
Working						
Accomplished Employee	63	52	31	93	239	13.6%
Career Development	29	47	49	42	167	9.5%
Career Transition	105	72	22	21	220	12.6%
Effective Manager	279	142	192	153	766	43.7%
Training and Development	25	28	29	31	113	6.5%
Workplace Diversity	5	7	12	23	47	2.7%
Workplace Productivity	14	16	15	73	118	6.7%
Workplace Safety	29	31	15	6	81	4.6%
Sub Total	549	395	365	442	1,751	
Total	9,884	6,861	6,519	6,830	30,094	

Report Period **1/1/2013 - 12/31/2013**



Report Period *1/1/2013 - 12/31/2013*

WEB PAGE HITS BY CONTENT

Content	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Skill Builders						
Accountability	3	4	1	3	11	2.9%
Achieving Consensus			3	1	4	1.0%
Achieving Personal Goals	5	1	7	9	22	5.7%
Applying Emotional Intelligence in the Workplace	5	6	6	6	23	6.0%
Applying Leadership Essentials	1				1	0.3%
Appreciating Personality Differences			1		1	0.3%
Basics of Budgeting	3	1		6	10	2.6%
Basics of Effective Communication	16	3	8	6	33	8.6%
Becoming an Effective Team Member			1		1	0.3%
Behavior-Based Interviewing Skills for Job Candidates		3	1		4	1.0%
Benchmarking Basics			1	1	2	0.5%
Building Trust and Credibility	4			1	5	1.3%
Business Conversation Skills		2			2	0.5%
Business Etiquette and Professionalism	2	1	4	1	8	2.1%
Choosing a Child Care Provider	1	2		2	5	1.3%
Coaching and Counseling	5	2	2	5	14	3.7%
Communicating Your Vision				2	2	0.5%
Conducting Performance Reviews	1	1	2	1	5	1.3%
Conflict Intervention	4	3	1	1	9	2.3%
Coping With Criticism	3	2	2	2	9	2.3%

Report Period						*1/1/2013 - 12/31/2013*
Content	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Dealing With Difficult Customers			1		1	0.3%
Dealing With Office Politics	1		1		2	0.5%
Delegating	1	1			2	0.5%
Developing a Child's Critical Thinking Skills	2	1	3	3	9	2.3%
Developing a Strategic Plan	2				2	0.5%
Developing Assertiveness	2	1	1	3	7	1.8%
Disciplining and Redirecting Employees				2	2	0.5%
Ethics in Business	1				1	0.3%
Financial Basics for Non-Financial Managers		1	1		2	0.5%
Influencing Others		2		3	5	1.3%
Intercultural Business Etiquette				1	1	0.3%
Interviewing Job Candidates			1	3	4	1.0%
Keys to Effective Listening	2		1		3	0.8%
Leadership Skills for Women	1				1	0.3%
Leading Effective Meetings				1	1	0.3%
Maintaining a Healthy Business Lifestyle			1		1	0.3%
Managing a Virtual Office	2	1	3	1	7	1.8%
Managing Change	1	1	2	1	5	1.3%
Managing Disagreement	1		2	2	5	1.3%
Managing Negative People	2	1	3	3	9	2.3%
Managing Stress	7	2	6	4	19	5.0%
Managing Your 401(k)		2			2	0.5%
Mastering Cold Calls			1		1	0.3%
Motivating Employees	1				1	0.3%

Report Period						*1/1/2013 - 12/31/2013*
Content	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Moving From Technical Specialist to Supervisor				1	1	0.3%
Moving From Trainer to Performance Consultant		1			1	0.3%
Obeying Equal Employment Opportunity Laws				1	1	0.3%
Organizing Your Workspace				1	1	0.3%
Orienting New Employees		2			2	0.5%
OSHA Basics for Managers			1		1	0.3%
Overcoming the Loss of a Loved One	9	2	4		15	3.9%
Personal Financial Planning	22	14	9	10	55	14.4%
Presentation Skills				1	1	0.3%
Preventing Sexual Harassment (For Employees)			10		10	2.6%
Preventing Sexual Harassment in Your Organization (For Leaders)			10		10	2.6%
Recognizing and Avoiding Burnout	1				1	0.3%
Recognizing and Managing Anger	1	1	3	1	6	1.6%
Recognizing Signals of Violence in Children		1		2	3	0.8%
Solving Problems as a Team			1		1	0.3%
Succeeding as an Administrative Assistant		1		1	2	0.5%
Successful Negotiation		1			1	0.3%
Time Management	3			1	4	1.0%
Understanding and Using Contracts	1				1	0.3%
Valuing Diversity				1	1	0.3%

WORKPLACE ACTIVITIES

Type	Count	Duration (min)	Attendees
Organization Activity Type	2		0
Participant Satisfaction Survey Results	4		0

Activity Date:

Organization:

Attendees: 0

Details:

Patient Satisfaction Survey Results:

Web Hits=

Location:

Hosted By:

Response Date:

Survey Question & Answer:

Program Promotion	1		0

Activity Date:

Organization:

Attendees: 0

Details: Program Promotions -Health Fair

160 Fact Sheets
100 Healthy Weight
100 Stress Tip
200 Pens
1 Table cover/sign

Location:

Hosted By:

Response Date:

Survey Question & Answer:

Wellness Seminar	1	30.0	0
Health Fair/ Open Enrollment	1	30.0	0

Activity Date:

Organization:

Attendees: 0

Details: Health Fair
Presenter:
POC:

Location:

Hosted By:

Response Date:

Survey Question & Answer:

Total	**3**	**30.0**	**0**

REPORT TERMINOLOGY GLOSSARY

Assisted Search:

A dependent care intake form submitted via the website directly to a Consultant who will locate and confirm providers.

EAP Cases:

Each time a participant contacts an EAP Consultant via telephone, Assisted Search or LiveConnect.

Work-Life Cases:

Each time a participant contacts a Work-Life Consultant via telephone, Assisted Search or LiveConnect.

LiveConnect:

A website visitor communicating electronically in real time with a Consultant using instant messaging. The Consultant completes the dependent care or daily living intake form while conversing electronically with the web visitor.

Non-Referral Event

General consultation that does not result in a search request.

Page Hits:

Recorded each time a user moves from section to section on the website.

Total Utilization (Cases & Web Logins):

The total of consultations via telephone, LiveConnect and Assisted Search plus the total number of website logins.

Web Logins:

Recorded each time a user logs in to the website.

TAB 12: FEDERAL, STATE AND LOCAL LAWS AND RELATED REQUIREMENTS

A. 3.11 Scope of Work- Federal, State and Local Laws and Related Requirements
B. Section 0640 HIPAA Business Associate Agreement

Tab 12: Federal, State and Local Laws and Related Requirements

Tab 12(A): Restate the federal, state and local law and related Requirements in 3.11 of the Scope of Work, Section 0500 and confirm acceptance of each requirement.

3.11. Federal, State and Local Law and related Requirements:

3.11.1. The Contractor shall administer the EAP in strict compliance with applicable state and federal laws.

Deer Oaks confirms acceptance of this requirement.

3.11.2. City of Austin personnel policies and procedures shall govern over the Contractor's administrative procedures.

Deer Oaks confirms acceptance of this requirement.

3.11.3. The Contractor shall notify the City of changes in law, regulations, or other requirements that affect the EAP offered by the City within 30 days of enactment.

Deer Oaks confirms acceptance of this requirement.

3.11.4. The Contractor shall provide assurance of its compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) rules and regulations and will comply with the City's Business Associate Agreement.

Deer Oaks confirms acceptance of this requirement.

SECTION 0640 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
SHORT TERM ANO LONG TERM OISABILITY INSURANCE
SOLICITATION NUMBER: RFP JRO0305

This Agreement is made and entered into between the City of Austin ("City") and the person or entity identified in the signature block below (the "Business Associate"), and is made with reference to the following facts:

i. The Program is subject to the privacy and other requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

ii. Under the HIPAA Rules (defined below), the City is required to enter into a written agreement with the Business Associate under the terms and conditions provided below; and

iii. The parties wish to enter into this Agreement in order to comply with the HIPAA Rules (defined below), and to safeguard Protected Health Information (defined below) appropriately.

Therefore, in consideration of their mutual undertakings set out in this Agreement, and for other good and valuable consideration, the parties agree to the following:

1. **Definitions.** As used in this Agreement:

   A. **"HIPAA Rules"** and/or "HIPAA" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules implementing HIPAA and set out at 45 CFR Part 160 and Part 164.

   B. **"Individually Identifiable Health Information"** shall mean information collected from an individual, including demographic information, that:

      i. Is created or received by the City and provided to the Business Associate; and

      ii. Relates to: (a) the past, present, or future physical or mental health or condition of an individual; (b) the provision of healthcare to an individual; or (c) the past, present, or future payment for the provision of healthcare to an individual; and

      iii. Which identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

   C. **"Protected Health Information"** shall mean Individually Identifiable Health Information that is: (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.

   D. **"Agent"** and "Subcontractor" shall mean a third party who is not an employee in the workforce of the Business Associate and who receives Protected Health Information from the Business Associate for purposes of carrying out any part of the Business Associate's responsibilities under its services agreement with the City.

   E. **"Business Associate"** shall have the same meaning as the term "business associate" set out at 45 CFR Part 160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate.

2. **Permitted Uses and Oisclosures of Protected Health Information by Business Associate.**

   A. The Business Associate may use or disclose Protected Health Information for the following purposes only: (i) to receive and process claims for payment for eligible Program participants; (ii) to maintain claims history and patient profiles; (iii) to maintain current eligibility data on Program participants; and (iv) for the management and administration of its internal business processes that relate to its legal responsibilities and its responsibilities under the services contract between the City and the Business Associate.

   B. The Business Associate may use or disclose Protected Health Information as required by law.

C. The Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of Protected Health Information available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with HIPAA.

D. Within ten (10) calendar days of receipt of a request by the City, the Business Associate shall permit any individual whose Protected Health Information is maintained by the Business Associate to have access to and to copy his or her Protected Health Information, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. In the event any individual requests access to Protected Health Information held by the Business Associate directly from the Business Associate, the Business Associate shall, within two (2) days forward such request to the City.

3. **Prohibitions on Use and Disclosure of Protected Health Information by Business Associate.**

A. The Business Associate will not use or further disclose Personal Health Information except as permitted or required by this Agreement, or as required by law.

B. The Business Associate shall not sell Protected Health Information, including patient or enrollee lists, nor use any Protected Health Information to engage in "marketing," as that term is defined in 45 CFR Part 164.501

C. The Business Associate shall not disclose Personal Health Information to any member of its workforce unless the Business Associate has advised such person of the Business Associate's obligations under this Agreement and of the consequences for such person and for the Business Associate of violating them.

D. The Business Associate shall not disclose Personal Health Information to any Agent, Subcontractor or other third party unless disclosure is required by law, or unless expressly approved in advance by the City in writing. Any such disclosure shall be made in accordance with 45 CFR Parts 164.502 and 164.308, and only upon the written agreement of the Agent, Subcontractor or other third party which shall include, at a minimum:

i. The agreement of such Agent, Subcontractor or other third party that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate agree to be bound to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information;

ii. Reasonable assurances from such Agent, Subcontractor or other third party that Personal Health Information will be held confidential as provided in this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such Agent, Subcontractor or other third party; and

iii. An agreement from such Agent, Subcontractor or other third party to immediately notify the Business Associate of any breaches of the confidentiality of Personal Health Information, to the extent it has obtained knowledge of such breach.

4. **Safeguards for Protected Health Information.**

A. The Business Associate shall implement appropriate safeguards to prevent use or disclosure of Personal Health Information other than as permitted by this Agreement. The Business Associate shall provide the City with information concerning such safeguards as the City may from time to time request. Upon reasonable request, the Business Associate shall give the City access for inspection and copying to the Business Associate's facilities used for the maintenance and processing of Personal Health Information, and to its books, records, practices, policies, and procedures concerning the use and disclosure of Personal Health Information.

B. The Business Associate and any Agent or Subcontractor shall comply with the minimum necessary requirements set forth in the HIPAA Rules when using or disclosing Personal Health Information. The Business Associate also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of Personal Health Information by the Business Associate in violation of the requirements of this Agreement. The Business Associate shall make its internal practices, books, records, including policies and procedures, related to the use and disclosures of protected health information available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.

C. The Business Associate shall maintain a record of all Personal Health Information disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the Personal Health Information, a brief description of the Personal Health Information disclosed, and the purposes of the disclosures.

D. The Business Associate shall comply with all written directions from the City concerning:

   i. any special limitations on the use or disclosure of Protected Health Information beyond the requirements of the HIPAA Rules;

   ii. any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information that may affect the Business Associate's use or disclosure of such information; and

   iii. any restriction on the use or disclosure of Protected Health Information that the City has agreed to that may affect the Business Associate's use or disclosure of such information.

E. Within ten (10) calendar days of notice by the City to the Business Associate that the City has received a request for an accounting of disclosures of Personal Health Information regarding an individual, the Business Associate shall make available to the City such information as is in the Business Associate's possession and is required for the City to make the accounting.

F. Within five (5) business days of becoming aware of a use or disclosure of Personal Health Information in violation of this Agreement by the Business Associate, Agent or Subcontractor, the Business Associate shall report such disclosure or use in writing to the City and describe the remedial action taken or proposed to be taken with respect to such use or disclosure.

G. The Business Associate shall make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the City pursuant to 45 CFR Part 164.526, or take other measures as necessary to satisfy the City's obligations under 45 CFR Part 164.526.

H. The Business Associate acknowledges that the additional requirements of the HITECH Act (Health Information Technology for Economic and Clinic Health Act enacted as part of the American Recovery and Reinvestment Act of 2009) and the Final Rule (also known as the Omnibus Rule) issued by the U.S. Department of Health and Human Services on January 25, 2013 are applicable to the Business Associate. The Business Associate further acknowledges restrictions on the sales and marketing of protected health information without the explicit authorization of the individual.

I. To the extent the Business Associate is to carry out one of more of the City's obligations under Subpart E of 45 C.F.R. Part1 164, the Business Associate will comply with the requirements of Subpart E that apply to the City in the performance of such obligations.

J. The Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the City except for the specific uses and disclosures set forth below:

i. The Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information remains confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances in which it is aware in which the confidentiality of the information has been breached.

ii. The Business Associate may provide data aggregation services related to the health care operations of the City.

5. **Term of this Agreement; Termination; Procedures upon Termination.**

A. This Agreement shall become effective upon execution by the parties, and shall be effective as of the date of the last party to sign.

B. The term of this Agreement shall expire with the close of business on 12/31, 2021. Provided, that either party may terminate this Agreement on any basis at any time prior to the expiration of the term upon written notice to the other party.

C. Except as provided in paragraph D, below, upon termination of this Agreement, the Business Associate shall return or destroy all Personal Health Information received from the City, or created or received by the Business Associate on behalf of the City. This provision shall also apply to Personal Health Information that is in the possession of Agents or Subcontractors of the Business Associate. The Business Associate shall retain no copies of the Personal Health Information.

D. In the event that the Business Associate determines that returning or destroying the Personal Health Information is not feasible, the Business Associate shall provide to the City written notification of the conditions that make return or destruction infeasible. Upon agreement by the City that return or destruction of Personal Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to such Personal Health Information and limit further uses and disclosures of such Personal Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains the Personal Health Information. The Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information.

E. The Business Associate shall not use or disclosure the protected health information retained by the Business Associate other than for the purposes for which the protected health information was retained and subject to the same conditions set out in this Agreement which applied prior to Termination.

F. Survival. The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

6. **Other Provisions.**

A. **Indemnification.** The Business Associate shall indemnify and hold harmless the City from and against any and all costs, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, lawsuit or proceeding brought by a third party against the City and arising from or related to a breach or alleged breach by the Business Associate or the Business Associate's Agents or Subcontractors of the obligations referenced herein. The Business Associate's obligation to indemnify shall survive the expiration or termination of the Contract.

B. **Remedies for Breach.** Without limiting the rights of the parties under paragraph 5, should the Business Associate breach any of its obligations under this Agreement, the City may at its option: (i) exercise its rights of access and inspection under paragraph 2, above; and/or (ii) report the breach to the Secretary of the United States Department of Health and Human Services.

C. **Notices.** Any notice by a party required or provided for under this Agreement shall be effective upon delivery via regular or electronic mail to the other party at the following address:

To the City:	**To the Business Associate:**
Name:	Name: Alicia Barrera
Phone:	Phone: (210) 615-3415
Fax:	Fax: (210) 569-8157
Email:	Email: abarrera@deeroaks.com

D. **Amendments.** Upon the enactment of any law or regulation affecting the use or disclosure of protected health information, or the publication of any decision of a court of the United State or State of Texas relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the City may, by written notice to the Business Associate, amend this Agreement in such a manner as the City determines necessary to comply with such law or regulation. Notwithstanding the foregoing, if the City and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the effective date of this Agreement and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation for the City and the Business Associate to be and remain in compliance with all applicable laws and regulations.

E. **Construction of Terms.** A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended at the time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Agreed to by the parties through the signatures of their authorized representatives below:

THE CITY OF AUSTIN, TEXAS

By: _____
[Signature]

Name: _____

Title: _____

Date: _____

THE BUSINESS ASSOCIATE:

By: Paul Alan Boskind, Ph.D
[Signature]

Name: Paul Alan Boskind, Ph.D

Title: CEO & Owner

Organization Name: Deer Oaks EAP Services, LLC

Date: 4/16/2015

TAB 13: SECTION 0365
PERFORMANCE MEASURES

Tab 13: Section 0365 Performance Measures

*Complete the **Section 0635** Performance Measures.*

> *Confirm acceptance of each performance measure. Any exceptions to the proposed language in **Section 0635** Performance Measures must be clearly marked. Please state alternative language along with the business need for the alternative language.*
>
> *Indicate if the requested liquidated damages and payout timeline is acceptable and if not, indicate what is acceptable.*

List and provide additional performance guarantees provided to your clients along with acceptable liquidated damages.

Deer Oaks has completed Section 0635 Performance Measures and included it on the following pages. The City's specified performance guarantees cover those that we typically offer to our clients; therefore, we do not propose any additional guarantees at this time.

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. JRD0305
EMPLOYEE ASSISTANCE PROGRAM
SECTION 0635: PERFORMANCE MEASURES

The following are the City's terms regarding performance measurements. Review this document, comment on each performance measure, and then place in Tab 13 of your Proposal.

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
1.	Transition and Implementation	The Contractor will be fully operational as of 12:01a.m., January 1, 2016.	2% of the total annual contract amount.* The Contractor's failure to meet this measure will result in the Contractor's payment to the City.	Yes
2.	Reporting Requirement	The Contractor will provide quarterly and year end reports within 60 days after a reporting period.	.5% of the total annual contract amount.* The Contractor's failure to meet this measure will result in the Contractor's payment to the City.	Yes
3.	Dedicated Staff Response	The Contractor's dedicated staff will respond to 95% of telephone calls and electronic mail from City staff or employees within next business day. The City will document the dates and times of un-returned calls and/or electronic mail.	.5% of the total annual contract amount.* The Contractor's failure to return five (5) calls and/or electronic mail, within each quarter reporting period, will result in the Contractor's payment to the City.	Yes
4.	Average Speed to Answer	The Average Speed to Answer will be thirty (30) seconds and will be measured each quarter reporting period by the standard tracking reports produced by the Contractor's automated phone system.	.5 % of the total annual contract amount.* The Contractor's failure to meet this measure will result in the Contractor's payment to the City.	Yes

5.	Abandonment Rate	The abandonment Rate will be no greater than five percent (5%). The abandonment Rate results will be measured each quarter reporting period by the standard tracking reports produced by the Contractor's automated phone system.	.25% of the total annual contract amount.* The Contractor's failure to meet this measure will result in the Contractor's payment to the City.	Yes
6.	Overall Client Satisfaction	The Overall Client Satisfaction Performance Measure applies to the customer service offices that provide customer services for Covered Persons. The City will conduct a Client Satisfaction Survey of the City staff who are administratively involved with the EAP contract. The City will conduct the internal survey within thirty (30) calendar days following each quarter. Contractor must achieve overall acceptable ratings to satisfy the Client Satisfaction Performance Measure.	.5 % of total annual contract amount.* If the Client Satisfaction Survey result ratings are "poor" or "unacceptable" and therefore fail to meet this measure, it will result in the Contractor's payment to the City.	Yes
7.	Critical Incident response time within two (2) hours with master level clinician.	The Contractor will provide a master level clinician within two (2) hours of a critical incident occurring 95% of the time.	$1,000 per incident.* The Contractor's failure to meet this measure will result in the Contractor's payment to the City.	Yes

8.	Trainer arrival time 15 minutes prior to start time of the session.	The Contractor will arrive 15 minutes prior to the start time of training sessions for set up purposes 100% of the time. If the Contractor is unable to be at a scheduled training session within the required time period due to conditions beyond their control, no penalty will be enforced.	$500 per incident.* The Contractor's failure to meet this measure will result in the Contractor's payment to the City.	No Proposed language: Deer Oaks will arrive 15 minutes prior to the start time of training sessions for setup purposes at least 90% of the time. If Deer Oaks is unable to be at a scheduled training session within the required time period due to conditions beyond their control, no penalty will be enforced. Proposed Penalty: $200 per incident

* Liquidated damages shall not exceed 4.75% of annual fees in aggregate.

TAB 14: SECTION 0630 COMMERCIAL AND LEGAL CONTRACT TERMS REQUIREMENTS

Tab 14: Section 0630 Commercial & Legal Contract Terms Requirements

*Review and restate acceptance of each contract term in **Section 0630** Commercial and Legal Contract Terms and confirm acceptance of each requirement. Indicate approval of each contract requirement of the **Section 0630** Commercial and Legal Contract Terms and confirm acceptance of each requirement. An Officer or other authorized agent with AUTHORITY TO BIND IN CONTRACT must provide signature on the **Section 0630** Commercial and Legal Contract Terms indicating agreement with these contract requirements.*

The completed Section 0630 Commercial and Legal Contract Terms is provided on the following pages:

SECTION 0630 – COMMERCIAL AND LEGAL CONTRACT TERMS
CITY OF AUSTIN PURCHASING OFFICE
SHORT TERM AND LONG TERM DISABILITY INSURANCE
SOLICITATION NUMBER: RFP JRD0305

The terms listed herein are non-negotiable contract terms required by the City of Austin. The Successful Contractor will be required to sign an Agreement with the following Agreement terms. An officer of the contractor's company must review, comment, and sign this document. Place the completed and signed documents in Tab 15 of your Proposal. Failure to agree to these standard Agreement terms may result in proposal being non-responsive.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

_____

_____

_____

2. **WORKFORCE.**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

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3. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS.** The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

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4. **PAYMENT.**

A. All proper invoices generated by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

B. If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence is provided indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

D. Reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

i. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

ii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

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5. **FINAL PAYMENT AND CLOSE-OUT.**

A. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

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6. **RIGHT TO AUDIT.**

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

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7. **SUBCONTRACTORS.**

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further

subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

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8. **WARRANTY-PRICE.**

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

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9. **WARRANTY – SERVICES.** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

10. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

11. **RIGHT TO ASSURANCE.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

12. **STOP WORK NOTICE.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

13. **DEFAULT.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 14, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

14. **TERMINATION FOR CAUSE.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

15. **TERMINATION WITHOUT CAUSE.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

16. **FRAUD.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

17. **DELAYS.**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the

Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 38. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

18. **INDEMNITY.**

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

1. damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or

2. death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

☒ Accepted as written ☐ Not Accepted as written; See comments below:

19. **INSURANCE.** (Reference Section 0400 for specific coverage requirements). The following insurance requirements apply. (Revised 6/01/98)

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Austin
Purchasing office
Attn: _
P. O. Box 1088
Austin, Texas 78767

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiv. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

1. The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

1. The policy shall contain the following provisions:

(a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
(b) Independent Contractor's Coverage.
(c) Products/Completed Operations Liability for the duration of the warranty period.
(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).

2. The policy shall also include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

1. The policy shall include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

(c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

iv. Professional Liability Insurance. The Contractor shall provide coverage, at a minimum limit of $1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

C. Certificate. The following statement must be shown on the Certificate of Insurance:

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

☒ Accepted as written ☐ Not Accepted as written; See comments below:

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20. **ELECTRONIC IMAGES.** The City reserves the right to capture electronic images of contractor employees or sub-contractors delivering this program for use in internal communications and marketing of Benefits Programs to City employees and retirees. Marketing may consist of; brochures, benefit materials, internal newsletters, and emails which may be copied, distributed, and transmitted via the City's intranet. Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind for the use as specified above.

21. **CLAIMS.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

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22. **NOTICES**. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

23. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**. All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

24. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**. The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

25. **CONFIDENTIALITY**. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not

disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

26. **ADVERTISING.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

27. **NO CONTINGENT FEES.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

28. **GRATUITIES.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

29. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any

violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

30. **INDEPENDENT CONTRACTOR.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

31. **ASSIGNMENT-DELEGATION.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

32. **WAIVER.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

33. **MODIFICATIONS.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

34. **INTERPRETATION.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

35. **DISPUTE RESOLUTION**.

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

36. **JURISDICTION AND VENUE.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

37. **INVALIDITY**. The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

38. **SURVIVABILITY OF OBLIGATIONS.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

39. **HOLD OVER AT THE CITY'S OPTION**. Upon expiration of the Initial Term or a renewal or Optional Period, or if requested in writing by the City, Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the City's plan or program (not to exceed 120 days unless mutually agreed on in writing).

☒ Accepted as written ☐ Not Accepted as written; See comments below:

40. **Significant Event:** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

- disposal of major assets;
- any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

- any significant termination or addition of provider contracts;
- Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
- strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;
- reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;
- known or anticipated sale, merger, or acquisition;
- known, planned or anticipated stock sales;
- any litigation filed by a member against the Contractor; or
- significant change in market share or product focus.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

41. **Equal Opportunity**

A. **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification and has submitted a copy of the Contractor's employment non-discrimination policy. The Contractor shall sign and return the Non-Discrimination Certification attached to the Solicitation and shall provide the policy within fourteen (14) calendar days after written request from the City. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

42. **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:**

A. All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

B. If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have

shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

43. **Travel Expenses**: All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

44. **Non-Solicitation:**

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of this paragraph occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) _____ percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a contract with the City unless the City first obtains the Contractor's consent.

D. In the event that a breach of this) occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) _____ percent of the employee's annual compensation while employed by the Contractor.

☒ Accepted as written ☐ Not Accepted as written; See comments below:

SECTION 0630 – COMMERCIAL AND LEGAL CONTRACT TERMS
CITY OF AUSTIN PURCHASING OFFICE
SHORT TERM AND LONG TERM DISABILITY INSURANCE
SOLICITATION NUMBER: RFP JRD0305

Authorized Signature

I have reviewed the information contained herein and indicated our acceptance or non acceptance of the terms. I understand that non acceptance of any term herein may cause my company's proposal to be deemed non-responsive.

Firm Name: Deer Oaks EAP Services, LLC

Authorized Representative (Type Name/Title): Paul Alan Boskind, Ph.D, CEO & Owner

Authorized Representative Signature: Paul Alan Boskind, Ph.D.

Vendor Code: VS0000030373

TAB 15: ORDER OF PRECEDENCE REQUIREMENTS

Tab 15: Order to Precedence Requirements

Restate the Order of Precedence Requirements listed below and confirm acceptance of this requirement.

The documents listed below, contain the obligations, project specifications, terms and conditions of the Contract between the parties. In the event of a conflict between any of the provisions governing this project, any inconsistency shall be resolved by giving precedence to the documents in the following order:

A. The agreement between the City and Contractor.
B. RFP No. JRD0305
C. The Contractor's Proposal, Clarification Statements, and Best and Final Offer.

Deer Oaks confirms acceptance of this requirement.

TAB 16: BUSINESS ORGANIZATION REQUIREMENTS

A. Section 0645 Business Organization
B. Applicable State of Texas Licenses
C. Financial Statements
D. Copy of Business Continuity Plan

Tab 16: Business Organization Requirements

*Tab 16(A): Complete the **Section 0645** Business Organization and include the requested information.*

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. JRD0305
EMPLOYEE ASSISTANCE PROGRAM
SECTION 0645: BUSINESS ORGANIZATION

Complete and include in Tab 16. In addition, provide a copy of your State of Texas license and copies of your audited financial statements and annual reports for the last two years.

Question	Answer
Name of Organization	Deer Oaks EAP Services LLC
Name of Parent Company (if applicable)	None- Not Applicable
Federal Tax ID Number	[redacted]
Location of corporate office	126 E. Main Plaza, Ste. 8, San Antonio, TX 78205
Location of office servicing the contract	*Account Administration:* 126 E. Main Plaza, Ste. 8, San Antonio, TX 78205 *Primary Call Center:* 3020 Highwoods Blvd., Raleigh, NC 27604
Legal form of organization (corporation, partnership, non-profit, etc.)	Limited Liability Company
How long has your organization provided the type of service outlined in this Proposal?	Deer Oaks has been successfully administering EAP and Work/Life Services to employer groups throughout the country for 23 years. Implementing high-quality, built-to-suite programming to public employers at competitive rates is our core business. In fact, 95% of our book of business is comprised of public employers including a number of Texas municipalities, counties, school districts, colleges, transit and utility companies.
Years of operation in Texas as an Employee Assistance Program organization.	Headquartered in San Antonio, TX, Deer Oaks has operated as an Employee Assistance Program organization in Texas since its inception in 1992, representing 23 years in the industry.

How long has your organization been operating in Austin?	Deer Oaks has operated in Austin since 1995.
Provide the name and title of the specific person(s) that would be assigned to the City's account.	*Alicia Barrera, Executive Director of EAP* *Primary Account Manager for the City of Austin* • Deer Oaks employee since 1995 • 20 years of experience in EAP account management • Overarching responsibility for contract performance • Contract management and day-to-day customer interaction • Executive representative for interface with senior personnel during transition and contract performance • Available on an as-needed basis daily <u>Support Team Members</u> *Monique Ortiz, Account Manager* *Secondary Account Manager for the City of Austin* • Deer Oaks employee since 2006 • Provides direct support to the Primary Account Manager • Assists with account management-related activities for the City • Knowledgeable about the City's processes and procedures • Assists in program implementation, new initiative development, reporting and quality assurance *Greg Brannan* *Director of Business Development & Training Consultant* • Deer Oaks employee since 2012 • 20+ years of experience in the behavioral health industry and 16 years of experience in training and organizational development • Primary contact during the RFP process • Supports training program development for the City *Kira Rogers, Psy.D, HSP-P* *Regional Clinical Manager* • Deer Oaks employee since 2010 • Supports clinical quality assurance activities • Corporate liaison for clinical service delivery

Detail the role and years of experience of the account representative on the contract.	*Ms. Alicia Barrera, Executive Director of EAP* will serve as dedicated Account Manager and primary liaison to the City of Austin. She is our most experienced account manager with more than 20 years of account management experience including serving as the primary manager for other Texas public employers such as the Texas Health and Human Services System, the Texas A&M University System, Bexar County, North East Independent School District, City of El Paso, and the City of Harlingen, to name a few. Alicia will be responsible for the overall contract management and day-to-day customer interaction for the City. She will develop an implementation plan, oversee training, reporting, communications, billing and investigate any complaints. She is available on an as-needed basis daily. Alicia has been an employee of Deer Oaks since 1995 and was previously Director of Account Management before being promoted to Executive Director of EAP last year. She oversees all aspects of our EAP book-of-business including strategic planning, clinical operations, contracting, customer service and quality assurance. Alicia is a Texas native and has a B.A. in Interdisciplinary Studies from the University Texas Pan American. She speaks both English and Spanish fluently.
Provide a copy of your organization's Business Continuity Plan which must include a plan between the City and your company to continue services should the City's functions and operations (e.g. designated contact, hotline to customer service for employees to use, website for employees to access, etc); cease due to an unexpected event or disaster.	Deer Oaks utilizes Workplace Options, an operational partner, for its call center operations. Workplace Options has a comprehensive business continuity plan in place and all staff are trained on how to implement this plan if ever needed. They have service centers in Raleigh, NC, US (primary center for the City of Austin); London, UK; Dublin, Ireland; Toronto, Canada; and Singapore. These service centers are set up in a way that provides complete redundancy in the event of an emergency. They have sophisticated phone switches and other procedures in place to divert telecommunications traffic if needed. Additionally, clinical and work/life staff are completely cross-trained and are fully capable of answering calls that come into the service centers from anywhere in the world. Our main service center in Raleigh is equipped with a Generac 300kW Diesel generator. The generator is designed for full building power and will supply power to the entire facility for seven days. *A copy of our Business Continuity Plan is provided in Tab 16D.*

Number of total covered lives in: 2012 2013 2014	Nationwide 2012: 401,547 2013: 405,036 2014: 459,557 These numbers represent the number of employees and does not include dependents/household members. Inclusive of dependents, Deer Oaks covers more than 1 million lives.	Austin/Central Texas 2012: 75,653 2013: 76,623 2014: 80,678
Number of participating employer groups in 2014:	Nationwide 444 employer groups	Austin/Central Texas 31 employer groups
Identify any subcontractors providing administrative services.	Deer Oaks has a contract in place with Workplace Options as an operational partner to provide 24/7 call center operations, as well as training and critical incident response coordination for our book of business. We have partnered with Workplace Options since 2012 and view our partnership as an advantage. Unlike many other EAP vendors that utilize separate call centers and/or organizations for the provision of EAP, Work/Life and Wellness services, as well as after-hours Helpline coverage, Deer Oaks believes that utilizing one company for all 24-hour call center operations ensures continuity in care. Our program is delivered by EAP and Work/Life staff members who are working under one roof, using one case management system, and following the same quality standards. While different departments maintain their core competencies, there is harmony among the service delivery philosophy, supervision structure, training methods, and operating procedures. This genuine integration allows for greater consistency in the management and delivery of services to our clients. Deer Oaks' internal quality assurance team monitors the performance of Workplace Options through periodic check-in calls and participation in internal audits. We maintain overall responsibility for contract performance and do not delegate such responsibilities to subcontractors. The expenditures, progress, and productivity of subcontractors are reviewed in the same manner as our own work. We	

	retain the responsibility for ensuring the accuracy, thoroughness, and timeliness of service delivery from our subcontractors and investigate, discuss and manage difficulties or delays encountered with subcontractors using the same protocols that we employ for internal conflicts or concerns. Workplace Options has more than 30 years of experience in the global EAP and Work/Life arena and currently supports more than 34 million employees in more than 26,000 organizations, across 170 countries. The company is wholly owned by its CEO and other board members.
How many counseling sessions have you provided in the last year?	Deer Oaks authorized 24,705 counseling sessions in 2014.
Do you anticipate a merger or acquisition within the next 2 years?	No, Deer Oaks does not anticipate a merger or acquisition within the next two (2) years.
How many public sector clients have you contracted with in Texas?	Deer Oaks currently contracts with 162 public-sector clients in the State of Texas
How many large employer groups have you contracted with in Texas?	Deer Oaks is contracted with seven (7) Texas employers with approximately 10,000 or more employees .

Tab 16(B): Applicable State of Texas Licenses

Deer Oaks' license to conduct business in the State of Texas is provided below:

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Phil Wilson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Deer Oaks EAP Services, LLC
File Number: 800965481

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Registration for the above named Foreign Limited Liability Company (LLC) to transact business in this State has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the authority of the entity to transact business in this State from and after the effective date shown below for the purpose or purposes set forth in the application under the name of

Deer Oaks EAP Services, LLC

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/16/2008

Effective: 04/16/2008

THE STATE OF TEXAS

Phil Wilson
Secretary of State

Phone: (512) 463-5555
Prepared by: Dee Harris

Come visit us on the internet at http://www.sos.state.tx.us/
Fax: (512) 463-5709
TID: 10308

Dial: 7-1-1 for Relay Services
Document: 212272530002

Deer Oaks - A Behavioral Health Organization

Combined Income Statements

	For the Quarters Ended								For the Years Ended	
	March 31,		June 30,		September 30,		December 31,		December 31,	
	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014
Service Revenue	$ 5,267,537	$ 5,866,199	$ 5,365,231	$ 5,938,623	$ 5,480,812	$ 6,087,789	$ 5,877,106	$ 5,851,293	**$ 21,990,686**	**$ 23,743,904**
Cost of Services	2,828,063	3,161,017	3,013,575	3,226,081	3,105,977	3,406,137	3,203,334	3,434,535	**12,150,949**	**13,227,770**
	2,439,474	2,705,182	2,351,656	2,712,542	2,374,835	2,681,652	2,673,772	2,416,758	**9,839,737**	**10,516,134**
General and Administrative Expenses:										
Advertising and Promotion	40,325	34,283	31,963	33,754	39,860	36,051	29,287	44,465	**141,435**	**148,553**
Computers and Internet	43,809	54,777	43,026	52,348	60,147	67,147	60,110	75,998	**207,092**	**250,270**
Occupancy	171,888	163,740	169,317	169,391	170,081	169,790	169,424	160,646	**680,710**	**663,567**
Office	54,624	63,627	55,591	58,708	50,504	60,716	50,179	66,773	**210,898**	**249,824**
Printing, Postage and Delivery	30,421	37,071	30,323	42,046	30,108	36,545	27,757	41,386	**118,609**	**157,048**
Professional Fees	36,817	18,235	49,813	58,459	19,345	18,130	14,467	80,377	**120,442**	**175,201**
Salaries and Benefits	1,463,041	1,512,773	1,424,147	1,489,504	1,266,856	1,511,565	1,091,730	1,566,672	**5,245,774**	**6,080,514**
Taxes Other Than Federal Income	9,411	8,817	10,078	10,422	8,554	10,094	8,477	9,309	**36,520**	**38,642**
Telephone	21,816	22,508	22,923	23,167	23,059	23,239	23,138	26,294	**90,936**	**95,208**
Travel	147,862	103,886	130,952	140,576	129,608	170,293	136,452	161,545	**544,874**	**576,300**
Other	59,203	44,180	51,535	36,846	51,250	45,301	53,928	55,820	**215,916**	**182,147**
Total	2,079,217	2,063,897	2,019,668	2,115,221	1,849,372	2,148,871	1,664,949	2,289,285	**7,613,206**	**8,617,274**
Income from operations	360,257	641,285	331,988	597,321	525,463	532,781	1,008,823	127,473	**2,226,531**	**1,898,860**
Other expense:										
Depreciation and amortization	(44,897)	(42,936)	(45,199)	(44,081)	(44,802)	(45,385)	(44,492)	(46,878)	**(179,390)**	**(179,280)**
Interest, net	(22,007)	(23,380)	(22,878)	(21,862)	(23,121)	(20,731)	(26,067)	(44,115)	**(94,073)**	**(110,088)**
Provision for losses	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(90,000)	(60,000)	(90,000)	**(240,000)**	**(300,000)**
Restructuring charge	(153,743)	-	(90,233)	-	(320,026)	-	(29,997)	-	**(593,999)**	**-**
Total	(280,647)	(126,316)	(218,310)	(125,943)	(447,949)	(156,116)	(160,556)	(180,993)	**(1,107,462)**	**(589,368)**
Net Income	$ 79,610	$ 514,969	$ 113,678	$ 471,378	$ 77,514	$ 376,665	$ 848,267	$ (53,520)	**$ 1,119,069**	**$ 1,309,492**

Deer Oaks - A Behavioral Health Organization

Combined Balance Sheets as of December 31,

ASSETS	2013	2014
Current Assets-		
Cash	$ 9,088	$ 19,967
Accounts receivable-trade	3,316,464	3,462,584
Prepaid expenses	86,884	111,242
Total Current Assets	3,412,436	3,593,793
Property and Equipment, net	625,579	690,706
Other Assets:		
Goodwill, net	427,241	354,907
Contested Trade Accounts Receivable	-	309,146
Accounts receivable-affiliates	3,232,839	4,166,485
Total other assets	3,660,080	4,830,538
Total Assets	$ 7,698,095	$ 9,115,037
LIABILITIES AND SHAREHOLDER'S EQUITY		
Current Liabilities-		
Short term notes payable to banks	$ 1,224,850	$ 1,345,000
Current maturities of long term debt	72,974	51,487
Accounts payable	316,983	347,602
Accrued expenses and payroll liabilities	175,420	128,570
Total Current Liabilities	1,790,227	1,872,659
Long term debt, net of current maturities	761,245	786,263
Shareholder's Equity-		
Common stock	2,000	2,000
Additional paid-in capital	1,175,241	1,175,241
Retained earnings	3,969,382	5,278,874
Total Shareholder's Equity	5,146,623	6,456,115
Total Liabilities and Shareholder's Equity	$ 7,698,095	$ 9,115,037

Deer Oaks - A Behavioral Health Organization

Combined Statement of Changes in Shareholder's Equity

	Common Stock	Additional Paid in Capital	Retained Earnings	Total
Balance January 1, 2013	$ 2,000	$ 1,175,241	$ 2,850,313	$ 4,027,554
Net income	-	-	1,119,069	1,119,069
Balance December 31, 2013	2,000	1,175,241	3,969,382	5,146,623
Net Income	-	-	1,309,492	1,309,492
Balance December 31, 2014	$ 2,000	$ 1,175,241	$ 5,278,874	$ 6,456,115

Deer Oaks - A Behavioral Health Organization

Combined Statements of Cash Flow

For the Years Ended December 31,

	2013	2014
Cash generated by operating activities:		
Net income (Loss)	$ 1,119,069	$ 1,309,492
Adjustments for items (requiring) providing cash-		
Depreciation and amortization expense	179,390	179,280
Provision for losses	240,000	300,000
Increase in accounts receivable-trade	(1,174,775)	(446,120)
Increase in contested accounts receivable-trade	-	(309,146)
(Increase) decrease in prepaid expenses	21,145	(24,358)
Increase (decrease) in accounts payable	(99,212)	30,619
Increase (decrease) in accrued expenses and payroll taxes	115,487	(46,850)
Total cash generated by operating activities	401,104	992,917
Cash used in investing activities:		
Purchase of property and equipment, net of retirements	(114,041)	(172,073)
Total cash used in investing activities	(114,041)	(172,073)
Cash provided (used) by financing activities:		
Proceeds from long term debt	-	89,043
Principal payment on long term debt and capital leases	(89,411)	(85,512)
Change in short term borrowings, net	115,850	120,150
Increase in accounts receivable-affiliates	(367,182)	(933,646)
Total cash used by financing activities	(340,743)	(809,965)
Net Increase (decrease) in cash	(53,680)	10,879
Cash at beginning of period	62,768	9,088
Cash at end of period	$ 9,088	$ 19,967

TAB 17: EXCEPTIONS TO THE PROPOSAL

Tab 17: Exceptions to the Proposal

Be advised that exceptions to any portion of this Solicitation including Commercial and Legal Contract Terms Requirements may jeopardize acceptance of the Proposal.

The Proposer must clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

Deer Oaks accepts the City's Solicitation and Terms and Conditions with the following exception:

a. Section 0635: Performance Measures- #8 Trainer arrival time 15 minutes prior to start time of the session.

   Proposed Alternate Language: Deer Oaks will arrive 15 minutes prior to the start time of the training sessions for setup purposes at least 90% of the time. If Deer Oaks is unable to be at a scheduled training session within the required time period due to conditions beyond their control, no penalty will be enforced.

   Proposed Alternate Penalty: $200 per incident

We would like the opportunity to further discuss this performance measure with the City during the RFP process.

TAB 18: PUBLIC SECTOR REFERENCES AND RELEVANT EXPERIENCE (SECTION 0700)

DEER OAKS EAP SERVICES

Tab 18: Public Sector References & Relevant Experience (Section 0700)

*Complete and submit a list of five (5) references in **Section 0700** for the City of Austin to contact about your performance. Include the contact name, and telephone number.*

Deer Oaks has completed Section 0700 and it is included on the following pages.

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name Deer Oaks EAP Services, LLC

1. Company's Name Travis County, TX

   Name and Title of Contact Mr. John Rabb, Benefits Manager

   Present Address 700 Lavaca St.

   City, State, Zip Code Austin, TX 78701

   Telephone Number (512) 854-0404 Fax Number ( ) N/A

   Email Address john.rabb@co.travis.tx.us

2. Company's Name City of San Antonio, TX

   Name and Title of Contact Ms. Patricia Atkins, Employee Benefits Administrator

   Present Address 111 Soledad, Suite 100

   City, State, Zip Code San Antonio, TX 78205

   Telephone Number (210) 207-4511 Fax Number ( ) N/A

   Email Address patricia.atkins@sanantonio.gov

3. Company's Name Austin Community College

   Name and Title of Contact Ms. Alisol Martinez, Interim Benefits Manager

   Present Address 5930 Middle Fiskville Rd.

   City, State, Zip Code Austin, TX 78752

   Telephone Number (512) 223-7800 Fax Number (512) 223-7907

   Email Address avaldez1@austincc.edu

4. Company's Name: Bexar County, TX

Name and Title of Contact: Mr. Manuel Gonzalez III, Benefits Coordinator

Present Address: 211 S. Flores

City, State, Zip Code: San Antonio, TX 78204

Telephone Number: (210) 335-2849 Fax Number (210) 335-2558

Email Address: manuel.gonzalez@bexar.org

5. Company's Name: Texas Health & Human Services System

Name and Title of Contact: Pollett Jones-Reasonover, HHSS Director, Contract Oversight & Quality

Present Address: 4900 N. Lamar

City, State, Zip Code: Austin, TX 78751

Telephone Number: (512) 424-6763 Fax Number (____) N/A

Email Address: Pollett.Jones-Reasonover@hhsc.state.tx.us

TAB 19: PERSONNEL

A. Key Persons Assigned to the City of Austin
B. Project Leadership Description and Chart

Tab 19: Personnel

Tab 19(A): Identify key persons, and their title, who will be assigned to the City of Austin and include the following:

A. List the number of clients they are responsible for
B. Indicate percentage of time they will be allocated to the City of Austin
C. Office location
D. Resumes
E. Indicate Professional Licensure and Membership

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

Alicia Barrera, Executive Director of EAP will serve as the City's primary account manager. Alicia will work hand-in-hand with City representatives ongoing from contract inception and seek to truly understand the City's goals and objectives for the EAP. She will listen to City and departmental needs, customize the program to be responsive to those needs, and rapidly address evolving needs and concerns. Through consultation with points of contact and Department Heads, Alicia will coordinate ongoing program promotional campaigns, discuss utilization and program trends, identify key issues and develop innovative solutions through programming and consultation.

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

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

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

Dedicated Account Manager

Ms. Alicia Barrera, Executive Director of EAP will serve as dedicated Account Manager and primary liaison to the City of Austin. She is our most experienced account manager with more than 20 years of account management experience including serving as the primary manager for other Texas public employers such as the Texas Health and Human Services System, the Texas A&M University System, Bexar County, North East Independent School District, City of El Paso, and the City of Harlingen, to name a few.

Alicia will be responsible for the overall contract management and day-to-day customer interaction for the City. She will develop an implementation plan, oversee training, reporting, communications, billing and investigate any complaints. She is available on an as-needed basis daily.

Alicia has been an employee of Deer Oaks since 1995 and was previously Director of Account Management before being promoted to Executive Director of EAP last year. She oversees all aspects of our EAP book-of-business including strategic planning, clinical operations, contracting, customer service and quality assurance. Alicia is a Texas native and has a B.A. in Interdisciplinary Studies from the University Texas Pan American. She speaks both English and Spanish fluently.

Support Team Members

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

- *Monique Ortiz, Account Manager*
- *Kira Rogers, Psy.D, HSP-P, Regional Clinical Manager*
- *Greg Brannan, Director of Business Development & Training Consultant*

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

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

Alicia Barrera, Executive Director of EAP
Primary Account Manager for the City of Austin

- Deer Oaks employee since 1995
- 20 years of experience in EAP account management
- Overarching responsibility for contract performance
- Contract management and day-to-day customer interaction
- Executive representative for interface with senior personnel during transition and contract performance

- Primary Account Manager for 24 clients
- Available on an as-needed basis daily. Percentage of time allocated to the City of Austin varies based on the City's needs
- Office Location: 126 E. Main Plaza, Ste. 8, San Antonio, TX 78205
- Professional Licensure and Membership- None
- Resume/bio provided on the following pages

Monique Ortiz, Account Manager
Secondary Account Manager for the City of Austin

- Deer Oaks employee since 2006
- Provides direct support to the Primary Account Manager
- Assists with account management-related activities for the City
- Knowledgeable about the City's processes and procedures
- Assists in program implementation, new initiative development, reporting and quality assurance

- Primary Account Manager for 50 clients
- Available on an as-needed basis daily. Percentage of time allocated to the City of Austin varies based on the City's needs
- Office Location: 126 E. Main Plaza, Ste. 8, San Antonio, TX 78205
- Professional Licensure and Membership- None
- Resume/bio provided on the following pages

Greg Brannan
Director of Business Development & Training Consultant

- Deer Oaks employee since 2012
- 20+ years of experience in the behavioral health industry and 16 years of experience in training and organizational development
- Primary contact during the RFP process
- Supports training program development for the City

- Provides training support services to clients on an as needed basis
- Available on an as-needed basis. Percentage of time allocated to the City of Austin varies based on the City's needs related to training program development
- Office Location: Mt. Airy, MD
- Professional Licensure and Membership- None
- Resume/bio provided on the following pages

Kira Rogers, Psy.D, HSP-P
Regional Clinical Manager

- Deer Oaks employee since 2010
- Supports clinical quality assurance activities
- Corporate liaison for clinical service delivery

- Primary Account Manager for 36 clients
- Dr. Rogers will be provide in-direct support to the City of Austin through her clinical quality assurance activities.
- Office Location: Southern Pines, NC
- Professional Licensure and Membership- Psy.D, NAADAC, HSP-P
- Resume/bio provided on the following pages

Alicia Barrera
Executive Director of EAP

Education:
B.A., Interdisciplinary Studies
University of Texas
Pan American: 2002

Alicia Barrera, Executive Director of EAP, is the senior executive of the Deer Oaks EAP organization. Ms. Barrera has been in the employee assistance program and managed healthcare field with Deer Oaks since 1995, and has extensive experience in leadership, business development, and account management.

As Executive Director of EAP, Ms. Barrera is responsible for all aspects of Deer Oaks EAP business including strategic planning, clinical operations, contracting, customer service, and quality assurance.

Monique Ortiz
Account Manager

Education:
B.A., Psychology
University of Texas at San Antonio: 2006

Continuing Education Units 2012/2013:
Psychological Health & Safety: An Action Guide for Employers
Well-Being, Engagement and Productivity
Trends and Perspectives on EAP: Integrating EAP & Wellness Programs
Future Trends in EAP Services and Strategies
Punching Up Account Management: A Systems Approach
Integrating EAP with Wellness Programs for Total Wellbeing
EAP Counseling in Today's Digital World
Workplace Privacy & HIPPA

The Essential Elements of Effective Leadership
How to Develop an Employee Wellness Program

Ms. Monique Ortiz, Account Manager, has been with the Deer Oaks Account Management Team for 9 years. Monique serves as an Account Manager providing customer service oversight for over 50 organizations. Her role includes assisting contracted organizations with developing initiatives that assist in the prevention and management of personnel behavioral health issues that adversely impact the workplace. She also identifies trends and implements specialty programs that meet the needs of her clients. For example, she has implemented a variety of health and wellness programs for employer groups as large as 90,000 employees such as Wellness Webinar Wednesdays, EAP day, LEAD- Supervisor Academy and a First Responders Program. Monique also actively participates in both the Employee Assistance Society of North America (EASNA) and the Employee Assistance Professionals Association (EAPA).

Kira Rogers, Psy.D, HSP-P
Regional Clinical Manager & Account Manager

Education:
Psy.D., Clinical Psychology
Alliant International University: 2009

M.A., Psychology
Alliant International University: 2007

B.A., Psychology
San Diego State University: 2004

Certifications:
Substance Abuse Professional, NAADAC, HSP-P

Kira Rogers, Psy.D, HSP-P, Regional Clinical Manager & Account Manager, provides oversight for Deer Oaks clinical services. Dr. Rogers joined the Deer Oaks team in 2010 and has extensive experience in clinical call center operations, critical incident stress debriefings, the treatment of substance abuse, provider relations and education, and account management.

She also has expertise in the development and facilitation of education programs for Deer Oaks client organizations.

Additional Training and Certifications:

Ethics and Risk in the Digital Era, Bexar County Psychological Assn, November 2011
Substance Abuse Professional, NAADAC, August 2011
SPECT imaging in Clinical Practice, Todd Clements, M.D., June 2011
Aging (Pre-licensure), AATBS, January 2011
Child Abuse Assessment and Reporting (Pre-licensure), AATBS, January 2011
Trauma – The Back Seat Driver in the Brain, Bill Lokey, MA, SLPE, December 2010

Stress Management for the Stress Managers, Tree of Life Seminars, November 2010
Sexual Abuse, Lucy Ziegler, MA, LPC, LLC, September 2010
Pro-Act, Aurora Behavioral Health Care, November 2009
Prolonged Exposure Therapy, Edna Foa, Ph.D. at Aurora, October 2009
CPR and First Aid, Red Cross, August 2009
LGBT Couples Counseling, The Center, November 2008
Imago Couples Counseling, The Center, October 2008
Grief and Loss, The Center, October 2008
The BDSM Community, The Center, September 2008
Working with Transgendered Clients, The Center, August 2008
Gay Men's Issues and Working with HIV positive clients, The Center, July 2008
Considerations for Therapy with Lesbians, The Center, July 2008
CPR and First Aid, Alvarado Parkway Institute, July 2007
Pharmacology Training, McAlister Institute, February 2006
Elder/Dependent Adult Abuse, McAlister Institute, January 2006
Motivational Interviewing, McAlister Institute, October 2005
Mandated Child Abuse Reporting, McAlister Institute, September 2005
HIV/AIDS, Hepatitis and TB, McAlister Institute, September 2005
Comprehensive Continuous Integrated Systems of Care, McAlister Institute, Sept. 2005

Greg Brannan
Director of Business Development & Training Consultant

Education:

B.S., Speech Communications
State University of New York, College of Brockport

Graduate Program in Marriage, Family & Child Counseling
Pacific Christian College - Fullerton, CA

Greg Brannan, Director of Business Development & Training Consultant, leads Deer Oaks' marketing and business development efforts. He has over 20 years of experience in the behavioral healthcare field.

In addition, Mr. Brannan has over 16 years of experience in training and organizational development. He specializes in providing engaging training courses designed to help organizations improve workplace culture, and to help individuals build strong relationships and cope more effectively with stress. He's presented programs for the FBI, the State & Local Government Benefits Association (SALGBA), the National Institutes of Health, the State of New Jersey, & various local municipalities and school districts.

Mr. Brannan also assists many of our current clients with training and wellness program development, as well as conducts several ongoing webinar series. He's currently conducting a *Supervisory Excellence Webinar Series* for Deer Oaks clients.

Tab 19(B): Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Paul Alan Boskind, Ph.D is the CEO and sole owner of Deer Oaks EAP Services, LLC. Alicia Barrera, Executive Director of EAP and the City's Primary Account Manager reports directly to Dr. Boskind. The following support staff and subcontractor report to Alicia Barrera:

- Account Management Services
- Greg Brannan, Director of Business Development & Training Consultant
- Kira Rogers, Psy.D, HSP-P, Regional Clinical Manager
- Subcontractor- Workplace Options for Call Center Operations

Dr. Rogers provides clinical consultation and oversight to our Workplace Options relationship.

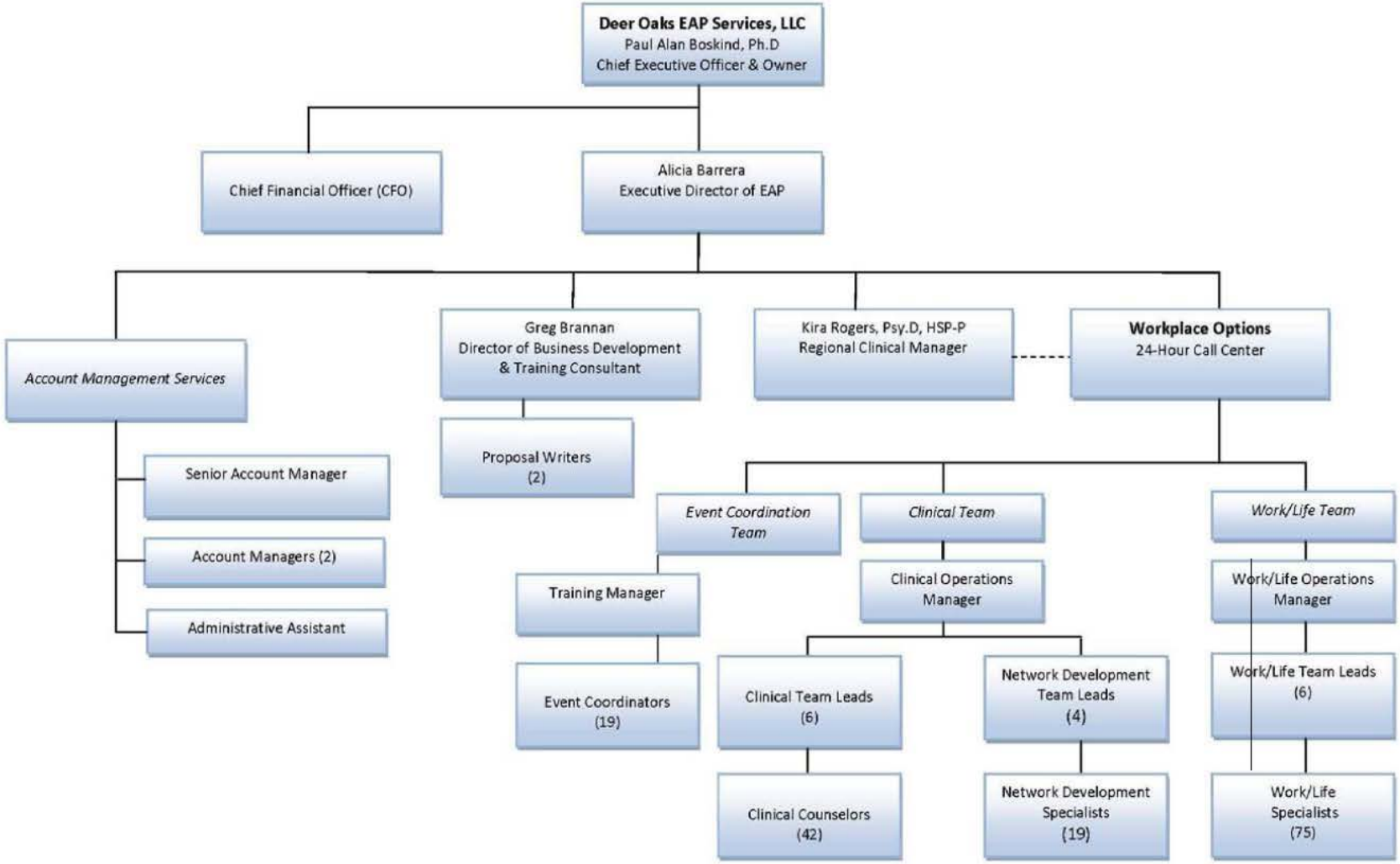
Subcontractor

Deer Oaks has a contract in place with Workplace Options as an operational partner to provide 24/7 call center operations, as well as training and critical incident response coordination for our book of business. We have partnered with Workplace Options since 2012 and view our partnership as an advantage. Unlike many other EAP vendors that utilize separate call centers and/or organizations for the provision of EAP, Work/Life and Wellness services, as well as after-hours Helpline coverage, Deer Oaks believes that utilizing one company for all 24-hour call center operations ensures continuity in care. Our program is delivered by EAP and Work/Life staff members who are working under one roof, using one case management system, and following the same quality standards. While different departments maintain their core competencies, there is harmony among the service delivery philosophy, supervision structure, training methods, and operating procedures. This genuine integration allows for greater consistency in the management and delivery of services to our clients.

Deer Oaks' internal quality assurance team monitors the performance of Workplace Options through periodic check-in calls and participation in internal audits. We maintain overall responsibility for contract performance and do not delegate such responsibilities to subcontractors. The expenditures, progress, and productivity of subcontractors are reviewed in the same manner as our own work. We retain the responsibility for ensuring the accuracy, thoroughness, and timeliness of service delivery from our subcontractors and investigate, discuss and manage difficulties or delays encountered with subcontractors using the same protocols that we employ for internal conflicts or concerns.

Workplace Options has more than 30 years of experience in the global EAP and Work/Life arena and currently supports more than 34 million employees in more than 26,000 organizations, across 170 countries. The company is wholly owned by its CEO and other board members.

Deer Oaks EAP Services Organizational Chart for EAP Operations



DEER OAKS EAP SERVICES

TAB 20: RATES REQUIREMENTS & COST PROPOSAL

A. Rate Requirements
B. Cost Proposal- Section 0600B

Tab 20: Rates Requirements & Cost Proposal

Tab 20(A): Restate the Rate Requirements listed below and confirm acceptance of each requirement:

A. The Contractor shall guarantee rates for the initial thirty-six (36)-month period regardless of actual enrollment.

Deer Oaks confirms acceptance of this requirement.

B. The Contractor shall provide guaranteed rates or maximum percentage rate caps for the three (3) 12-month extension option periods regardless of actual enrollment.

Deer Oaks confirms acceptance of this requirement.

C. Maximum Percentage Rate Caps. In order for the City to prepare its future budgets, preliminary rates shall be completed and submitted to the City by February 15th of each year for the following plan year. Final rates for the following plan year must be submitted no later than March 15th of each year (i.e., final rates for 2016 submitted by March 15, 2015).

Deer Oaks confirms acceptance of this requirement.

D. The Contractor agrees that all costs for requirements listed in this RFP, shall be included as part of the Contractor's fee; and inclusive of labor, materials, supplies, printing, travel; and all cost and fees including administrative burden for providing the Employee Assistance Program.

Deer Oaks confirms acceptance of this requirement.

E. The Contractor will not change the program services for the term of this contract without prior City approval. Any changes recommended for any renewal period must be approved and agreed upon in advance and in writing by the City.

Deer Oaks confirms acceptance of this requirement.

F. The City's payment will be made by check no later than the last day of the following month for which payment is being made. The City's payment will be considered made on the payment postmark date.

Deer Oaks confirms acceptance of this requirement.

G. The Contractor shall provide annual rates that are inclusive of all Covered Persons.

Deer Oaks confirms acceptance of this requirement.

Tab 20(B): Cost Proposal

Complete and submit Section 0600B Quote Sheet and place in Tab 20(B) of your Proposal. Rates as agreed upon by both parties shall be firm and guaranteed regardless of actual enrollment per plan year for all services provided under the contract.

If the costs for the Employee Assistance Program are not submitted on Section 0600B Quote Sheet, then the Proposal will be deemed non-responsive to the cost/rates requirements of the RFP.

Deer Oaks has completed 0600B Quote Sheet and included it in Tab 20B. It is provided on the following page.

Additionally, we offer the City of Austin the following Optional, Add-On Services:

- Full Service Mediation: $300.00 per hour
- Live Well Standard Wellness Coaching: $0.46 PEPM
    - Live Well wellness web content and assessments
    - Unlimited wellness coaching for all employees
    - An implementation kit
    - Monthly e-mail promotions
    - Quarterly newsletter
    - Quarterly utilization report

REQUEST FOR PROPOSAL NO. JRD0305
CITY OF AUSTIN PURCHASING OFFICE
EMPLOYEE ASSISTANCE PROGRAM
0600B QUOTE SHEET

Complete the rate sheet below for the corresponding premium for the Employee Assistance Program. The rates shall be guaranteed for the initial 36-month period, regardless of actual enrollment or payroll volume. Firm rates or maximum rate caps must be provided for the three (3) 12-month extension option periods, regardless of actual emrollment. Include all costs for the requirements in this Request for Proposal, including but not limited to, labor, materials, supplies, printing, travel, and all costs and fees including administrative burden for providing this program.

SECTION 1 - EMPLOYEE ASSISTANCE PROGRAM RATES (for an estimated number of 11,960 employees)

Initial Contract - Guaranteed Rates (January 1, 2016-December 31, 2018)			**Option Year 1 (January 1, 2019-December 31, 2019)**	**Option Year 2 (January 1, 2020-December 31, 2020)**	**Option Year 3 (January 1, 2021-December 31, 2021)**
2016	**2017**	**2018**	**2019**	**2020**	**2021**
Annual Cost	Annual Cost	Annual Cost	Max % increase over 2018 or Annual Cost	Max % increase over 2019 or Annual Cost	Max % increase over 2020 or Annual Cost
$232,502.40	$232,502.40	$232,502.40	243,984.00	243,984.00	243,984.00
				Total Cost for 6 years:	$1,429,459.20

SECTION 2 - Per hour rate for in person training over 500 hours/year for employees and supervisors	$300/hour

I acknowledge that the rates contained herein are based on the following assumptions:

1. The Contractor shall provide up to a minimum of 5 counseling visits per issue, percovered person before referring to the City's medical plan behavioral health network of providors.
2. The Contractor shall provide 500 hours/year of in person training for employees and supervisors. The 500 hours does not include CDL DOT trainings.
3. The Contractor shall provide an unlimited amount of City worksite critical incident sessions using master level clinicians.
4. The Contractor shall provide an unlimited amount of Mandatory Substance Abuse referrals.
5. The Contracotr shall provide alcohol and drug training classes for employees who hold a commercial driver's license.
6. The Contractor shall provide onside comprehensive tabacco cessation programs.
7. The Contractor shall provide all staffing and communication resource requirements.
8. Does your Proposal deviate from the specification requirements as specified in 3.5 of the Section 0500 ( ) YES (X) NO

If yes, list all deviations.	

COMPANY NAME: Deer Oaks EAP Services, LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Paul Alan Boskind, PhD

PRINTED NAME: Paul Alan Boskind, Ph.D, CEO & Owner

EMAIL ADDRESS: gbrannan@deeroaks.com

RECEIVED
2015 FEB 26 AM 5:53
CITY OF AUSTIN, TEXAS

TO: Veronica Lara, Director
Department of Small and Minority Business Resources
FROM: Jonathan Dalchau, Senior Buyer
DATE: 2/25/2015
SUBJECT: Request for Determination of Goals for Solicitation No. RFP JRD0305

Project Name: Employee Assistance Program
Commodity Code(s): 95238 & 95221
Estimated Value: Total Contract over 6 years = $2,025,000 ($337,500/year)

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

To contract with a vendor to provide the City's Employee Assistance Program with counseling and/or referral services, and training for a wide variety of work-related problems, personal problems, and personnel development.

The Departmental Point of Contact is:McKenzie Harding at Phone: 512-974-3407

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-322-6586.

____ **Approved w/ Goals** ____ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: _____% MBE _____% WBE

b. Subgoals _____% African American _____% Hispanic

_____% Native/Asian American _____% WBE

This determination is based on the following reasons: There are very limited subcontracting opportunities. However, there are 5 Certified firms listed for this scope of service.

Date: 3-4-15

Veronica Lara, Director

cc: Lorena Resendiz

Revised 8/4/2014