



**State of Delaware
Office of Management & Budget
Statewide Benefits Office**

STATE EMPLOYEE BENEFITS COMMITTEE

**Request for Proposal
for the
State of Delaware's Employee Assistance Program**

October 20, 2014

**Intent to Bid and Vendor Questions Submission Deadline—
Friday, October 31, 2014, no later than noon EST**

OMB14002 - EmpAssist

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I. Introduction

On behalf of the State of Delaware, the State Employee Benefits Committee (SEBC) is seeking proposals to provide an employee assistance program as a benefit to the active employees, non-Medicare pensioners, and their dependents of the State of Delaware.

Public notice has been provided in accordance with 29 Del. C. § 6981. This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

Important Dates (A full timeline is included in Section I.D.)

Contract Effective Date:	July 1, 2015
Intent to Bid Due:	Friday, October 31, 2014, by noon EST
Proposal Submissions Due:	Monday, November 17, 2014, by noon EST

A. Background and Overview

Organization Description

The SEBC is chaired by the Director of the Office of Management and Budget (OMB). The Committee is comprised of the Insurance Commissioner, the Chief Justice of the Supreme Court, the State Treasurer, the Director of the Office of Management and Budget, the Controller General, the Secretary of Finance, the Secretary of Health and Social Services, the Lieutenant Governor, and the President of the Correctional Officers Association of Delaware or their designees. The Statewide Benefits Office (SBO) is a division within the OMB. The SBO functions as the administrative arm of the SEBC responsible for the administration of all statewide benefit programs with the exception of pension and deferred compensation benefits. These programs include, but are not limited to, health, prescription, dental, vision, disability, life, flexible spending accounts, wellness and disease management programs, and pre-tax commuter benefits. Visit <http://ben.omb.delaware.gov> for information about the programs. The SEBC controls and manages benefits for approximately 36,000 active employees, approximately 25,000 retirees, and their dependents.

Background Information

The Employee Assistance Program (EAP) is designed to provide services to active employees, pensioners, and their dependents who are enrolled in a non-Medicare health insurance plan (for the purpose of this RFP, a “member”). Members are strongly encouraged to reach out to the Employee Assistance Program administrator for guidance as they attempt to balance the high demands of home and work life issues.

The vendor is required to provide assistance to members in the following areas:

- Marital Relationships
- Family/Parenting Issues
- Stress Management
- Grief and Loss
- Difficult Emotional Problems
- Eldercare/Childcare
- Legal/Financial
- Parenting/Schooling Issues
- Alcohol and Drug Abuse
- Occupational Stress
- Management and Supervision
- Working With Others
- Balance Work and Family
- Parenting
- Aging
- Balancing
- Thriving
- Working
- Living
- Resource Library
- Learning Center
- Relocation Center
- Savings Center
- Skill Builders
- Monthly Webinars
- Employee Supervisory Issues

The services are available seven days a week, 24 hours a day, and contacts are completely confidential and provided at no cost to the member. Services such as Fitness for Duty and Department of Transportation (DelDOT) Substance Abuse Professional Services are provided to managers and supervisors as well. Other than website information and in-person therapy sessions, education and assistance is provided through on-site training and newsletters. You may view all information specific to the Employee Assistance Program governed by the SEBC at the following web site: <http://ben.omb.delaware.gov/eap/index.shtml>.

The State contracts on a PEP (per employee and non-Medicare pensioner per month) basis. Their dependents, spouses and/or children, are eligible for EAP services, but are not counted separately. An electronic file feed is not currently provided, and will not be provided, of the eligible members. The number of employees and non-Medicare pensioners in August, 2014, was 43,464. A significant change in enrollment is not expected.

Your company must have proven ability to perform the services described in this RFP. Of your company's current clients, you must be able to provide two (2) or more references with:

- A. An excess of 30,000 eligible lives, and
- B. Annually, at least 1,000 participants utilizing Work/Life services either by phone or in person but not including website visitors, and
- C. Annually, at least 300 on-site training hours, and
- D. Annually, at least 700 supervisory/human resource support hours.

Your references must meet requirements B, C, and D for your bid to be considered.

B. Proposal Objectives

The SEBC requires that the organization must have prior experience directly related to the services requested in this RFP as follows:

- Provide an EAP with, at minimum, the existing benefit levels.
- Provide excellent account management services which includes timely reporting.
- Provide excellent customer service to members to include access to on-line resources and a robust network¹ of service providers.
- Ensure a competitive administrative cost.
- Provide program enhancements at no cost or a reasonable cost.
- Meet the performance targets to assess and monitor vendor's performance.

C. Scope of Services

1. The selected organization is required to provide the following services, at a minimum, to members:
 - a. Professional Counseling Services. Members can obtain a maximum of five one-on-one professional counseling sessions annually (plan year) per topic or concern, and, if needed, a referral to receive continued professional counseling services through the member's health care plan. When the Employee Assistance Program professional determines that the member requires more than five sessions, the member will be transferred to receive professional counseling services through his/her health care plan where applicable co-pays/co-insurance apply. After the case is closed, the vendor is required to follow-up with a member satisfaction survey.
 - b. Legal Services. Members can obtain an unlimited number of consultations for any legal issue, with the exception of those involving disputes or actions between an employee/dependent and their employer or the client. Members will receive a referral to a local attorney for a free, 25-30 minute, telephonic or in-person consultation. If the member chooses to retain the in-person referred attorney, the member receives a discount off the attorney's hourly fee for an unlimited number of hours for most types of law (criminal and bankruptcy have discounted flat rates). The discount excludes any retainer fees, court fees, filing fees, administrative charges, investigative fees, or discounts for flat rate fees.

¹ Please note that there is a persistent shortage of physicians and mental health professionals in the two southern most counties, a limited hospital market, and a demographic split between the northern and urban county and the two southern rural counties.

- c. Financial Services. Financial counselors can address questions on all matters of financial management including debt reduction, home buying, budgeting foreclosure prevention, bankruptcy prevention. Certified Consumer Credit Counselors will provide an unlimited number of free 30-minute confidential counseling sessions.
- d. Integrated ID Recovery. Provide ID theft prevention, fulfillment materials to assist employees with self-resolution of identity theft, and enhanced legal content on the EAP website. Credit fraud specialists will review credit reports with a member to identify signs of possible identity theft.
- e. Child and Elder Care. Members can receive a telephone consultation to assess care needs, receive a list of providers that is mailed or emailed within two to three business days, and be provided with a checklist to enable the member to make quality decisions for their loved ones.
- f. Management Consultations. The EAP is available to managers and supervisors for a confidential conversation with a professional regarding a challenging work related situation.
- g. Critical Incident Stress Management. The EAP is available if a critical incident occurs in the workplace. The sudden death of an employee, a criminal act, or other issues may create a stressful work environment that professionals can help diffuse.
- h. Fitness for Duty. When requested by appropriate management that include partnering or coordinating services only with the supervisor or HR office to identify psychiatrists and provide case management.
- i. Department of Transportation (DOT) Substance Abuse Professional Services (SAP). Includes evaluations, case management, documentation and administrative services required on all DOT violations.
- j. Provider Credentials and Quality Assurance Benchmarks. Verify aspects of each provider's credentials and quality services (see Appendix A, *Plan Design*, for specific requirements).
- k. On-Site Training. Provide on-site training sessions, workshops, and seminars on a variety of topics including subjects of specific interest to managers and supervisors. This includes two days of benefit representatives' meetings in April - one in Dover and the other in Wilmington. This also includes four days of Health Fairs in May at various locations in all three counties.
- l. Newsletters. On a monthly basis, provide an electronic newsletter for all members along with a separate electronic newsletter of content specifically for frontline supervisors on a quarterly basis.
- m. Website. Provide a website with a universal log-in requirement specific to the State of Delaware. The website will provide resources such as webinars, checklists, articles, and videos for the services in the plan design with clear instructions on how

to access the services. Also included will be locator services for child care providers, elder care, summer camps, and volunteer opportunities.

- n. Health & Wellness. Working cooperatively with the Health and Wellness vendor(s), develop a targeted outreach plan, execute, and provide follow-up reporting.
2. The selected organization is required to provide the following account management services:
- a. Support the State with communication to all employees on the importance of employee assistance benefits.
 - b. Provide excellent account management to the Statewide Benefits Office with timely reporting and ease of accessibility to the account manager.
 - c. Develop customized² communications (i.e., posters, flyers, newsletters, brochures, wallet cards, etc.) that would be distributed electronically to over 200 human resource offices covered under the State’s Group Health Insurance along with an occasional direct mailing to members.
 - d. Provide articles and other communications at a frequency determined by the State for inclusion in other newsletters, such as the health and wellness program provider, and websites.

D. Timetable/Deadlines

The following timetable is expected to apply during this RFP process:

Event	Target
RFP Released	Mon 10/20/14
Intent to Bid Deadline -- noon EST	Fri 10/31/14
Follow-up Questions due to SBO from Confirmed Bidders -- noon EST	Fri 10/31/14
Responses to Questions to Confirmed Vendors	Fri 11/07/14
Deadline for Bids -- noon EST	Mon 11/17/14
Notification of Finalists - Invitation to Interview	By Mon 12/22/14

² “Customized” is defined as the addition of the State’s logo or other identifying information and proofing of the text without a separate cost to the State.

Finalist Interviews ³	Week of 01/12/15
Contract Award	February, 2015
Plan Effective Date	Tues 07/01/15

E. Evaluation Process

Proposal Review Committee

The Proposal Review Committee (PRC) will review all proposals submitted in response to the RFP. The PRC shall be comprised of representatives from each of the following offices:

- Office of Management and Budget
- Controller General's Office
- Department of Finance
- Department of Health and Social Services
- State Insurance Commissioner's Office
- State Treasurer's Office
- Chief Justice of the Supreme Court
- Lieutenant Governor's Office
- President of the Correctional Officers Association of Delaware

The PRC shall determine the firms that meet requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. § 6981 and 6982. The PRC reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information the PRC may deem necessary to make a decision. The PRC shall interview at least one (1) of the qualified firms.

The minimum requirements are mandatory. Failure to meet any of the minimum requirements outlined in the RFP may result in disqualification of the proposal submitted by your organization.

The PRC shall make a recommendation regarding the award of contract to the SEBC who shall have final authority, in accordance with the provisions of this RFP and 29 Del.C. §6982, to award a contract to the successful firm or firms as determined by the SEBC in its sole discretion

³ The SEBC will require each of the finalists to make a presentation in Dover, Delaware. The presentation will be at the expense of the proposing firm.

to be in the best interests of the State of Delaware. The SEBC may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The SEBC reserves the right to reject any and all proposals or award to multiple vendors. The SEBC also reserves the right to award to multiple vendors, however, it is *not* the SEBC's intention to do so for this RFP.

Evaluation Criteria

The SEBC is committed to offering high quality benefit programs. Listed below are the primary selection criteria that will enter into the decision-making process.

➤ **Responsiveness**

- Compliance with the submission requirements of the bid including format, clarity, conformity, realistic responses, and completeness, as well as responsiveness to requests during the evaluation process.

➤ **Account Considerations**

- Stability of the company and experience level of its account management personnel.
- Existing EAP clients of like size and number of covered employee lives.
- Acknowledgment of existing clients in the public sector (optional).

➤ **Cost Considerations**

- Competitive program costs.
- Willingness to offer at least four hundred fifty (450) training hours to be allocated at the discretion of the SEBC.
- Willingness to enter into minimum performance guarantees based on agreed upon service levels.

➤ **Network Superiority**

- Availability of high quality, competitively priced EAP networks within reasonable distance for urban and rural participants.
- Accessible panel consisting of providers of choice, including geographically dispersed certified EAP counselors, certified addiction counselors, and other behavioral health practitioners.
- Effective triage system with a proven referral process.
- Acknowledgment by vendor's current clients that provider networks and utilization management meet or exceed expectations.
- Proven network management capabilities such as credentialing and the use of quality assurance measures.

➤ **Benefit Provisions**

- As a minimum qualification, the ability to provide the requested benefit plan design.
- Value added services provided at a reasonable cost.

➤ **Administrative Services**

- Dedication to delivering superior account management and member/customer service support.
- Willingness to provide a designated account manager.
- Strong management support protocols/resources including reporting capabilities.
- Evidence of an organized approach to program implementation and/or project management.
- Provide superior customer service through excellent communication materials including website resources.

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the PRC to evaluate the proposals:

<u>Scoring</u>	<u>Percentage</u>
Responsiveness	5
Experience of Company and Personnel	20
Competitive Cost	20
Account Management	15
Strength of Network - Geographic and Credentialing	20
Customer Service Capabilities	<u>20</u>
Total	100

The SEBC will use the information contained in your proposal to determine whether you will be selected as a finalist and for contract negotiations. The proposal the SEBC selects will be a working document. As such, the SEBC will expect the proposing firm to honor all representations made in its proposal.

It is the proposing firm's sole responsibility to submit information relative to the evaluation of its proposal and the SEBC is under no obligation to solicit such information if it is not included with the proposing firm's proposal. Failure of the proposing firm to submit such information in a manner so that it is easily located and understood may have an adverse impact on the evaluation of the proposing firm's proposal.

The proposals shall contain the essential information for which the award will be made. The information required to be submitted in response to this RFP has been determined by the SEBC and the PRC to be essential in the evaluation and award process. Therefore, all instructions contained in this RFP must be met in order to qualify as a responsive contractor and to participate in the PRC's consideration for award. Proposals that do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the PRC.

RFP Award Notification

After review by the PRC, a recommendation will be made to the SEBC for award of the contract. The contract may be awarded on a contingent basis if there are outstanding requirements that must be satisfied, including, but not limited to, the technical standards and security requirements. The contract shall be awarded to the vendor whose proposal is determined by the SEBC to be most advantageous, taking into consideration the evaluation criteria set forth in the RFP. It should be explicitly noted that the SEBC is not obligated to award the contract to the vendor who submits the lowest bid rather the contract will be awarded to the vendor whose proposal is determined by the SEBC to be the most advantageous. The award is subject to the appropriate State of Delaware approvals. After a final selection is made, the winning vendor will be invited to negotiate a contract with the State; remaining vendors will be notified in writing of their selection status.

Award of Contract

The final award of a contract is subject to approval by the SEBC. The SEBC has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP. Notice in writing to a vendor of the acceptance of its proposal by the SEBC and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

F. Confidentiality of Documents

The OMB is a public agency as defined by State law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100 (FOIA). Under the law, all the State's records are public records unless otherwise declared by law to be not public and are subject to inspection and copying by any person. Organizations are advised that when a contract has been fully executed, the contents of the proposal and terms of the contract will become public record and nothing contained in the proposal or contract will be deemed to be confidential except proprietary information. Pricing information and fee structures are treated as confidential only until the contract to the awarded vendor has been executed and cannot be included as proprietary information.

Proposing firms must submit one hard copy of any information the firm is seeking to be treated as proprietary in a separate, sealed envelope labeled "Proprietary Information" with the RFP name included. The envelope must contain a letter from the proposing firm's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not public record as defined by FOIA at 29 Del. C. § 10002(d) and State the reasons that each document meets the said definitions. The documents must also be provided electronically on a CD with a complete redacted copy. In order to submit a complete electronic copy, you must scan the letter as the first page so that the file is clearly designated.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State will open the envelope to determine if the procedure described above has been followed. Such requests

will not be binding on the SEBC to prevent such a disclosure but may be evaluated under the provisions of 29 Del.C. Chapter 100. Any final decisions regarding disclosure under FOIA shall be made at the sole discretion of the OMB.

Please see the section entitled Submission of Proposal for a detailed description of the number, format, and type of copies that are required.

All documentation submitted in response to this RFP and any subsequent requests for information pertaining to this RFP shall become the property of the State of Delaware, OMB and shall not be returned to the proposing firm. All proposing firms should be aware that government solicitations and responses are in the public domain.

II. Terms and Conditions

A. Proposal Response Requirements

1. **Conformity** - Your proposal must conform to the requirements set forth in this RFP. The SEBC reserves the right to deny any and all exceptions taken to the RFP requirements. By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules, appendices, and exhibits hereto, and has fully informed itself as to all existing conditions and limitations. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.
2. **Concise and Direct** - Please provide complete answers and explain all issues in a concise, direct manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. Please do not refer to another answer if the question appears duplicative, but respond in full to each question. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. **“Will discuss” and “will consider” are not appropriate answers, nor is a reference to the current contractual terms by an incumbent.** All information requested is considered important. If you have additional information you would like to provide, include it as an appendix to your proposal.
3. **Realistic** – It is the expectation of the SEBC that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within their proposal. Proposals must be realistic and must represent the best estimate of time, materials, and other costs including the impact of inflation and any economic or other factors that are reasonably predictable. The State of Delaware shall bear no responsibility or increased obligation for a vendor’s failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.
4. **Completeness of Proposal** – The proposal must be complete and comply with all aspects of the specifications. Any missing information could disqualify your proposal. Proposals must contain sufficient information to be evaluated and, therefore, must be complete and responsive. Unless noted to the contrary, we will assume that your proposal conforms to our specifications in every way. The SEBC reserves full discretion to determine the competence and responsibility, professionally, and/or financially, of vendors. Failure to respond to any request for information may result in rejection of the proposal at the sole discretion of the SEBC.

B. General Terms and Conditions

General

1. **Intent to Bid** – You must indicate your intent to bid via email to Ms. Laurene Eheman at laurene.eheman@state.de.us by Friday, October 31, 2014, no later than noon EST. Upon receipt, a Word document of the RFP will be provided.
2. **No Bid** - To assist us in obtaining competitive bids and analyzing our procurement processes, if you choose not to bid we ask that you let us know the reason. We would appreciate your candor. For example: objections to (specific) terms, do not feel you can be competitive, or cannot provide all the services in the Scope of Work. Please email Ms. Laurene Eheman at laurene.eheman@state.de.us.
3. **Definitions** – The following terms are used interchangeably throughout this RFP:
 - a. bidder, vendor, contractor, organization
 - b. SEBC, State of Delaware
 - c. proposal, bid, vendor's submission
4. **Discrepancies, Revisions and Omissions in the RFP** – The vendor is fully responsible for the completeness and accuracy of their proposal and for examining this RFP and all addenda. Failure to do so is at the sole risk of the vendor. **Should the vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or terms not appropriate to the services requested in the Scope of Services or Minimum Requirements** the vendor shall notify the contact for this RFP, Ms. Laurene Eheman, electronically, and only electronically, at laurene.eheman@state.de.us, at least ten (10) business days before the proposal opening by using the *RFP Terms and Conditions Exception Tracking*, Appendix G. This will allow for the issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of the vendor's proposal upon which an award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention Ms. Laurene Eheman, electronically, and only electronically at laurene.eheman@state.de.us, no later than ten (10) business days prior to the time set for opening of the proposals.

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov and emailed to all vendors that submitted an Intent to Bid. The State of Delaware or SEBC is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

5. **Questions** – The SEBC anticipates this will be an interactive process and will make every reasonable effort to provide sufficient information for vendor responses. Vendors are invited to ask questions during the proposal process and to seek additional information, if needed. However, do not contact any member of the SEBC about this RFP. Communications made to

other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor.

Vendors should only rely on written statements issued by the RFP designated contact, Ms. Laurene Eheman. **All proposing vendors must submit their questions electronically, and only electronically, to Ms. Laurene Eheman at laurene.eheman@state.de.us no later than Friday, October 31, 2014, by noon EST.** The SBO will then put all questions received and the responses into one document and send to all vendors who confirmed their intention to bid. Again, all questions regarding this proposal should be directed only, and by email only, to Ms. Laurene Eheman at laurene.eheman@state.de.us.

Contract/Rate Guarantee Periods

The term of the contract will be for three (3) years beginning July 1, 2015. The vendor must guarantee the fees through June 30, 2018, with a rate cap for two (2) additional optional one-year periods that may be exercised at the discretion of the SEBC effective July 1, 2018 and July 1, 2019. The State will have the option to renew the contract annually following the initial three-year contract period.

Term

The term of the contract between the successful organization and the State will be for three (3) years and may be renewed for two (2) additional one-year extensions at the discretion of the SEBC. The contract may be terminated by either party upon 150 days written notice. In the event the successful firm materially breaches any obligation under this Agreement, the State may terminate this Agreement upon thirty (30) days written notice.

Performance Guarantees

The State expects exceptional client account management and participant customer service from their vendors and is interested in evaluating financial and non-financial performance guarantees. The State reserves the right to negotiate both financial and non-financial performance guarantees. Please refer to Appendix E.

Use of Subcontractors

Subcontractors are subject to all the terms and conditions of the RFP.

Required Reporting of Fees and “OSD” (2nd Tier) Spend

Monthly Vendor Usage Report - One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (for illustrative purposes, Attachment 5) shall be furnished in an Excel format and submitted electronically to the State’s central procurement

office no later than the 15th (or next business day after the 15th day) of each month, stating the administrative fees on this contract. Complete instructions and a sample report will be provided to the awarded vendor.

Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

2nd Tier Spending Report - In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to: name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 6. Complete instructions and a sample report will be provided to the awarded vendor.

Accurate 2nd Tier Reports shall be submitted to the Office of Supplier Diversity on the 15th (or next business day) of the month following each quarterly period. For consistency, quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

Offshore Vendor Activity

An activity central to the Scope of Services cannot take place at a physical location outside of the United States. Only support activities, including those by a subcontractor, may be performed at satellite facilities such as a foreign office or division. Failure to adhere to this requirement is cause for elimination from future consideration.

Rights of the PRC

- The PRC reserves the right to:
 - Select for contract or negotiations a proposal other than that with lowest costs.
 - Reject any and all proposals received in response to this RFP.
 - Make no award or issue a new RFP.
 - Waive or modify any information, irregularity, or inconsistency in a proposal received.

- Request modification to proposals from any or all vendors during the review and negotiation.
 - Negotiate any aspect of the proposals with any organization.
 - Negotiate with more than one organization at the same time.
 - Select more than one contractor/vendor to perform the applicable services.
- Right of Negotiation – Discussions and negotiations regarding price, performance guarantees, and other matters may be conducted with organizations(s) who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions. The PRC reserves the right to further clarify and/or negotiate with the proposing organizations following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by the PRC and/or the SEBC. The SEBC also reserves the right to move to other proposing firms if negotiations do not lead to a final contract with the initially selected proposing firm. The PRC and/or the SEBC reserves the right to further clarify and/or negotiate with the proposing firm(s) on any matter submitted.
 - Right to Consider Historical Information – The PRC and/or the SEBC reserves the right to consider historical information regarding the proposing firm, whether gained from the proposing firm’s proposal, question and answer conferences, references, or any other source during the evaluation process.
 - Right to Reject, Cancel and/or Re-Bid – The PRC and/or the SEBC specifically reserve the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or re-bid the services requested. The State makes no commitments, expressed or implied, that this process will result in a business transaction with any vendor.

C. Submission of Proposal

1. **Format** - For each requirement or question, retain the numbering/lettering convention, copy the item and state your answer below it. Please completely answer the question even if you must restate information provided in a minimum requirement or in another question.

In each section, and for each attachment or appendix you reference, clearly separate the corresponding materials with a tab. Please include a table of contents for the appendices.

2. **Hard Copies** – Please submit four (4) complete hard copies - binders are preferred instead of spiral bound - of your proposal to Ms. Laurene Eheman at the following address:

Ms. Laurene Eheman, RFP and Contract Manager
 Office of Management and Budget
 Statewide Benefits Office
 500 W. Loockerman Street, Suite 320
 Dover, DE 19904
 Phone: (302) 739-8331
 Fax: 302) 739-8339

Complete means that it includes all information you may deem proprietary and confidential. In other words, the information deemed proprietary and confidential must not be redacted or separated from the rest of the information.

- 3. **Electronic Copies** – Please include a *complete* electronic copy of your proposal in a PDF format on its own CD. You must scan all the documents; for example, a signed cover letter, the signed Officer's Statement and any appendices. Please divide the PDF into manageable sections for easier readability. Please label and carefully package the CD.
- 4. **Redacted Copies** – Information that you assert is confidential and proprietary must be submitted in a redacted form within the entire proposal. This means the information must be blacked out or substituted with a blank page that references the page or document that is missing. For example:

For all transactions, the following conditions must be met:

- individual section pollicies are followed;
- verbal price quotes are obtained;
- State Contracts must be utilized;
- purchases over \$5,000 have a corresponding purchase order prior to the charge; and fragmentation of purchases is prohibited.

In addition, [redacted] Employees must reimburse the State of Delaware for any expenditure above the allowable amounts.

Any questions on requirements should be directed to staff in OMB Financial Operations.

2. Coordinator/Back-Up Coordinator – Designation, Roles and Responsibilities
The Coordinator or Back-Up Coordinator will be responsible for maintaining a file which shows all applications, signed affidavits, and policies and procedures. Any issue that arises with the employee or [redacted] is to be dealt with first by the Coordinator or Back-up Coordinator. The Coordinator or Back-Up Coordinator is also responsible for ensuring that the purchases comply with the state and federal legislation, regulations, policies and procedures. [redacted]

[redacted] and attached to a weekly log (Exhibit C). Any employee not producing a receipt must complete an affidavit statement certifying that they did in fact purchase the particular item. The affidavit statement must be signed by the employee and the supervisor or section designee.

Reconciler - The Reconciler is responsible for applying the chartfield information in the First State Financial system. The Reconciler is also responsible for ensuring that the purchases comply with the state and federal legislation, regulations, policies and procedures.

Approver - [redacted]

3. Request for an Application
All requests need to be addressed to the employee's supervisor for approval. The supervisor then will request a SuperCard approval from the Coordinator or Back-up Coordinator.

One (1) hard copy is needed with the redacted materials. Imagine you are flipping through the hard copy. You would see that section on a page with information blacked out (redacted) that the author considers confidential and proprietary. If an entire document, section or appendix consisting of multiple pages is considered confidential and proprietary, use a blank page with a reference to the missing information. For example, “Appendix C – Disaster Recovery Plan – is confidential and proprietary and is not public record as defined by FOIA at 29 Del. C. § 10002(d)”.

One (1) electronic copy is needed with the redacted materials in a PDF format on a separate CD from the non-redacted copy. You must scan all the documents; for example, the signed cover letter, the signed Officer's Statement and any appendices. Please divide the PDF into manageable sections for easier readability. Please label and carefully package the CD.

Recap of Proposal Copy Formats	Hard Copies	PDF Copies on separate CDs
Confidential and Proprietary documents: <u>Only</u> those documents (not redacted) and the attorney's cover letter in a marked and sealed envelope	1	1
Complete bid <u>with</u> redacted sections	1	
Complete bid <u>without</u> redacted sections	4	1

5. **Proposal Submission Date** – Both hard and electronic copies of your complete proposal must be received at the above address no later than **noon EST on Monday, November 17, 2014**. If the office is closed on the bid due date due to weather or other emergency, the due date and time cannot be pushed forward one day. Any proposal received after this date and time shall not be considered and will be returned to the proposing firm unopened. The proposing firm bears the risk of delays in delivery. The contents of any proposal shall not be disclosed or made available to competing entities during the negotiation process.
6. **Proposal Opening** – To document compliance with the deadline, the proposals will be date and time stamped upon receipt. Proposals will be opened only in the presence of State of Delaware personnel. There will be no public opening of proposals, but a public log will be kept of the names of all vendor organizations that submitted proposals. The list will be posted on www.bids.delaware.gov. In accordance with Executive Order #31 and Title 29, Delaware Code, Chapter 100, the contents of any proposal will not be disclosed to competing vendors prior to contract execution. Proposals become the property of the State of Delaware at the proposal submission deadline.
7. **Officer Certification** – All vendors participating in this RFP will be required to have a company officer attest to compliance with RFP specifications and the accuracy of all responses provided. Please fill out the *Officer Certification Form*, Appendix F, and include it in your bid package.
8. **Vendor Errors/Omissions** – The SEBC will not be responsible for errors or omissions made in your proposal. You will be permitted to submit only one proposal. You may not revise or withdraw submitted proposals after the applicable deadline.
9. **General Modifications to RFP** – The SEBC reserves the right to issue amendments or change the timelines to this RFP. All firms who submitted an Intent to Bid notice will be notified in writing via e-mail of any modifications made by the SEBC to this RFP. If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov.
10. **Modifications to Submitted Proposal** – Changes, amendments or modifications to proposals shall not be accepted or considered after the time and date specified as the deadline for submission of proposals. However, vendors may modify or withdraw its complete proposal by written request, provided that both proposal and request is received by Ms. Laurene Ehemann prior to the proposal due date and time. Pages for substitution will not be

accepted or allowed. The proposal may be re-submitted in accordance with the proposal due date in order to be considered.

11. **Proposal Clarification** – The SEBC may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications will be requested in writing and the vendor's responses will become part of the proposal.
12. **References** – The SEBC may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, if applicable to the scope of work in this RFP, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for the State of Delaware personnel for these visits.
13. **Time for Acceptance of Proposal** – The bidder agrees to be bound by its proposal for a period of at least 180 days, during which time the State may request clarification or correction of the proposal for the purpose of the evaluation.
14. **Incurred Costs** – This RFP does not commit the SEBC to pay any costs incurred in the preparation of a proposal in response to this request and vendor/bidder agrees that all costs incurred in developing its proposal are the vendor/bidder's responsibility.
15. **Basis of Cost Proposal** – Your proposal must be based on your estimated cost of all expenses for the services and funding arrangements requested.
16. **Certification of Independent Price Determination** – By submission of a proposal, the proposing firm certifies that the fees submitted in response to the RFP have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other proposing firm or competitor relating to those fees, the intention to submit a proposal, or the methods or factors used to calculate the fees proposed. Please fill out the *State of Delaware Non-Collusion Statement*, Appendix C, and include it in your bid package.
17. **Improper Consideration** – Bidder shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees, retirees or agent of the SEBC in an attempt to secure favorable treatment or consideration regarding the award of this proposal.
18. **Representation Regarding Contingent Fees** – By submission of a proposal, the proposing firm represents that it has not retained any person or agency to solicit or secure a contract for the services described herein upon an agreement or understanding for a commission or a percentage, brokerage, or contingent fee. The SEBC will not pay any brokerage fees for securing or executing any of the services outlined in this RFP. Therefore, all proposed fees must be net of commissions and percentage, contingent, brokerage, service, or finder's fees.
19. **Confidentiality** – All information you receive pursuant to this RFP is confidential and you may not use it for any other purpose other than preparation of your proposal.

20. **Solicitation of State Employees** – Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State’s employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with the vendor, without prior written approval of the State’s contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor’s proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

21. **Consultants and Legal Counsel** – The SEBC may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors’ responses. Bidders shall not contact the consultant or legal counsel on any matter related to this RFP.

22. **Contact with State Employees** – Direct contact with State of Delaware employees regarding this RFP other than the designated contact, Ms. Laurene Eheman, is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business with the State who require contact in the normal course of doing that business.

23. **Organizations Ineligible to Bid** - Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

24. **Exclusions** - The PRC reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

d. Has violated contract provisions such as:

- i. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
- ii. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- iii. Has violated ethical standards set out in law or regulation; and
- iv. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

III. Minimum Requirements

The following minimum requirements are mandatory. Failure to meet any of these proposal criteria may result in disqualification of the proposal submitted by your organization.

“Will discuss” and “will consider” are not appropriate answers, nor is a reference to the current contractual terms by an incumbent.

As an introduction, please provide the firm’s name, home office address and telephone number, and the address and telephone number of additional offices, if any, that would provide the services requested under this RFP. Also, provide the name and information for the primary contact, including email address, for this RFP. Also, include your company’s website address.

1. The selected vendor must have at least five (5) years’ experience as an organization in providing the type of services to be procured through this competitive RFP process. Please confirm that you have reviewed the Scope of Services included in this RFP and that you have provided these services for other clients. The determination of the length of time an entity has provided these services will be based upon the initial date the entity established a contractual relationship to provide such services. The proposing organization must provide sufficient detail to demonstrate it has experience in working with employee assistance programs similar in size and complexity. Because more detailed questions follow, please provide only a broad outline here of the organization’s years of experience and qualifications for the services listed in the Scope of Services.
2. The individual who will act as the SEBC’s primary contact shall be, at a minimum, a senior level manager and shall have at least five (5) years’ experience providing employee assistance benefit account management, of which three (3) years’ experience must have been in providing employee assistance account management services to clients with a similar participation rate as required in #4. Please provide a statement detailing such experience and a resume.
3. Please confirm that your company will provide the benefit plan design, including provider credentialing and provider quality assurance benchmarks, as set forth in Appendix A, *Plan Design*, and that you have included the requested attachments.

(continued)

4. Your company must have proven ability to perform the services described in this RFP. Of your company's current clients, list two (2) or more references with:
 - A. An excess of 30,000 eligible lives, and
 - B. Annually, at least 1,000 participants utilizing Work/Life services either by phone or in person but not including website visitors, and
 - C. Annually, at least 300 on-site training hours, and
 - D. Annually, at least 700 supervisory/human resource support hours.

Your references must meet requirements B, C, and D for your bid to be considered. If possible, at least one (1) reference should be a public sector client.

Additionally, provide references for three (3) terminated clients and note the date of termination and reason. Terminated clients with similar levels of participation and types of services are preferred but not required.

Please Note: You must provide the references at this time, not only if selected as a finalist, in order to show your ability to serve clients with the minimum criteria listed in B, C, and D. If requested, the SEBC will agree to notify you before contacting your references.

Include the following information:

- a. Client name
 - b. Client principal location
 - c. Location servicing account, if different
 - d. Client contact including name, title address, email and phone number
 - e. Total number of eligible lives (employees, dependents, retirees, etc.)
 - f. Number of eligible lives that accessed the Work/Life services (participants) from July 1, 2013, to June 30, 2014
 - g. Number of on-site training hours from July 1, 2013, to June 30, 2014
 - h. Number of supervisory/human resource support hours from July 1, 2013, to June 30, 2014
 - i. Effective date of contract
 - j. (Date and reason for termination, if applicable)
5. In Appendix B, *Fee Quote*, provide fees for a three (3) year contract period beginning July 1, 2015. Confirm that you guarantee the contract period fees through June 30, 2018, with a rate cap for two (2) additional optional one-year periods that may be exercised at the discretion of the SEBC effective July 1, 2018 and July 1, 2019. The State will have the option to renew the contract annually following the initial three-year contract period.
 6. Please confirm that all fees including any optional services you provide that were not requested by the State are included within your bid response. If a fee is not included with

your response for a service or product, it will be assumed there is no fee, whether or not a question reminds you to include any applicable fee.

7. Please confirm that your company will provide regular information concerning new products in the marketplace and advice concerning potential changes to the plan design.
8. Please confirm that you will accept payment from a monthly invoice created by the State with the employee count from Highmark Blue Cross Blue Shield Delaware's and Aetna's monthly enrollment reports from the previous month. Electronic eligibility files will not be provided.
9. For the purposes of a referral to a provider in the State's health plan, please confirm that your company will verify eligibility information by obtaining a copy of the individual's health plan member i.d. card. The State will not provide an electronic enrollment or eligibility file.
10. Please confirm that your company will provide the reports listed in the Attachment, *Report List*. Are any of these reports, or the information therein, available on-line?
11. Please confirm that your organization can provide *ad hoc* reports as requested. If there is a fee for such reports, please list on Appendix B, *Fee Quote*.
12. Please confirm that your organization will be in compliance with HIPAA Privacy and Security.
13. Please confirm that your company will maintain the confidentiality of all shared employee data in accordance with applicable federal, state and local regulations.
14. Confirm that your organization has a business model for providing a network of clinicians and licensed professional counselors in order to provide one-on-one counseling sessions. (A description is requested in the Questionnaire section.)
15. Confirm that your organization has a network of licensed professional counselors throughout the State of Delaware. If not, please provide an implementation plan to establish a network by the contract effective date, July 1, 2015, that includes the target number, location, and categories of the providers.
16. Please confirm that you will meet with the State on-site on at least a quarterly basis noting your company performance according to the performance guarantees in place and to review plan participation.
17. Please confirm that you will provide a 24-hour toll-free telephone line, 7 days per week.
18. Please confirm that you will not use any State of Delaware data as part of larger data gathering or reporting without first obtaining written permission from the State of Delaware.
19. Please confirm that the primary contact and/or lead personnel assigned to a transition team and account management team will be part of any interview team. Additionally, confirm that

during the presentation the vendor must provide a demonstration of the on-line access for participants and any account management functions.

20. Please confirm your company is appropriately licensed to do business in the State of Delaware and provide a copy of the license.
21. Please confirm that you have excluded commission, percentage, brokerage or contingent fees from your quoted rates.
22. Please confirm that your organization will not use the names, home addresses or any other information obtained about participants of the employee assistance program for offering for sale any property or services that are not directly related to services negotiated in the RFP without the express written consent of the State.
23. Please confirm that your organization is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
24. Please confirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.
25. Please confirm that your organization shall maintain insurance that will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
26. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and (b) and/or (c), above, depending on the type of service being delivered. If awarded the contract, the State of Delaware shall **not** be named as an additional assured.

Please provide a copy of your certificate of insurance with the appropriate types and coverage levels.

27. It is anticipated that the effective date of the contract awarded under this RFP will be July 1, 2015. Please confirm that if you are awarded the contract no later than February 28, 2015, you would be able to successfully implement the employee assistance program for a July 1, 2015, effective date. This would include the development of customized communication materials to market the services during the Open Enrollment in May, 2015.
28. Please confirm your organization is willing to accept the State's performance guarantees and fees at risk, at minimum, as listed in Appendix E. If you propose higher penalties than the minimums, please indicate those by using a strikeout font and insertion and include the form in your bid package.
29. Please confirm your organization's willingness to negotiate financial and non-financial performance guarantees.
30. Please confirm your organization's acceptance: The RFP and the executed Contract between the State and the successful organization will constitute the Contract between the State and the organization. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP. No other documents will be considered. These documents contain the entire agreement between the State and the organization.
31. Please confirm your organization's acceptance: The payment of an invoice by the SEBC shall not prejudice the SEBC's right to object or question any invoice or matter in relation thereto. Such payment by the SEBC shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. Vendor's invoice or payment shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the SEBC, based on audits, to not constitute allowable costs. Any payment shall be reduced for overpayment, or increased for underpayment on subsequent invoices.
32. Please confirm your organization's acceptance: The SEBC reserves the right to deduct from amounts that are or shall become due and payable to the vendor under this contract between the parties any amounts which are or shall become due and payable to the SEBC by the vendor.
33. Any payments made by the State of Delaware will be by Automated Clearing House (ACH) as per its ACH processing procedures.
34. Please confirm that your organization will not use the State's name, either express or implied, in any of its advertising or sales materials without the State's express written consent.
35. Please confirm that your organization will provide on-site representation at two days of benefit representatives' meetings in April - one in Dover and the other in Wilmington. This also includes four days of Health Fairs in May at various locations in all three counties.

36. Please confirm that your organization will provide articles and other communications at a frequency determined by the State for inclusion in various State newsletters and websites.
37. **Please confirm your organization's acceptance. For your response, if you do not accept this indemnity paragraph as written, you must provide a redline of suggested changes. Be advised that the State cannot agree to major changes.**

Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the vendor, its agents or employees, or (B) vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) vendor shall have been notified in writing by the State of any notice of such claim; and (ii) vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

38. Please confirm your organization's agreement that:
- a. Only the State may terminate the contract for convenience.
 - b. The vendor can terminate the contract for cause with written notice to the State of no less than 180 days.
 - c. The State can terminate the contract for cause with written notice to the vendor of no less than 30 days.
39. Please confirm your acceptance that all data records (claims and administration) will be maintained by the administrator but will be the property of the State of Delaware (or another party designated by the State) within thirty (30) days of notification of contract termination and without cost.
40. Please confirm your organization's agreement that is the State's right to modify the benefit design during the contract period with reasonable notice.
39. Please confirm your company's willingness to supply the State with renewal information and/or proposed contract amendments at least 180 days prior to renewal.
40. The State requires your organization to confirm that all services identified in your proposal are provided solely by your organization and identify any services that may be provided by a subcontractor. Subcontractors are subject to all the terms and conditions of the RFP. If a subcontractor(s) is involved, note in your response to this question and complete Appendix H, *Subcontractor Information Form*, included herein for each subcontractor. The company MWBE and veteran owned information is for self-identification only.
41. If your company is awarded the contract, please confirm your agreement that in performing the services subject to this RFP, as set forth in 19 Del. C. § 710, will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of

employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

42. If your company is awarded the contract, please confirm your understanding that pursuant to 29 Del. C. § 6909B and effective November 4, 2014, the State does not consider the criminal record, criminal history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check provisions. Vendors can refer to 19 Del. C. § 711(g) for applicable established provisions.
43. Please confirm that, if awarded the contract, your organization will accept the terms in the *Business Associate Agreement*, see Attachment 3. **Please be advised that the State will not accept substantive changes.**
44. Please confirm you have filled out the *State of Delaware Non-Collusion Statement* form, Appendix C, and included it in your bid package.
45. Please confirm you have filled out the *Officer Certification Form*, Appendix F, and included it in your bid package.
46. Please confirm you have filled out the *Employing Delawareans Report*, Appendix I, and included it in your bid package.

IV. Questionnaire

Whenever applicable, you must clearly and succinctly indicate how your standard procedures would be modified in order to accommodate any specific requirements of the State that deviate from your standard procedures. **Generic responses or stock answers that do not address State-specific requirements will be deemed unresponsive.**

If a question is repeated in multiple sections and your answer is the same, please do not refer to your answer in another section but copy it under each question. **“Will discuss” and “will consider” are not appropriate answers, nor is a reference to the current contractual terms by an incumbent.**

Questionnaire Exception Tracking Chart, Appendix D – If you have an exception, you must copy and paste the term into the chart and provide a detailed explanation, or, check the box to acknowledge that you take no exceptions to the specifications, terms or conditions found in the *Questionnaire* section and submit it with your bid package

A. MANAGEMENT, EXPERIENCE AND SCOPE OF SERVICE

1. Please provide a brief history of your organization including founding date, ownership, current officers and a copy of your most recent financial statement. Indicate the number of years as an external EAP vendor.
2. What is your current staffing and professional qualifications of key operations and program administration personnel? List the total number of full-time and contract employees.
3. Of the employees listed from question #2, how many would be *dedicated* to the State of Delaware account? How many would be *designated*?
4. Please provide an overview of all EAP services which you currently provide. Indicate the services in which you are particularly experienced. Please differentiate between those services which are provided by your employees and those provided by sub-contractors.
5. Specify whether the account executive assigned to the State of Delaware account will have both administrative and clinical responsibilities, and where that person is based.
6. What are the total number of clients covered under your EAP plans?
7. What are the total number of employees covered under your EAP plans?
8. Of those employees, what is the number or percentage of Work/Life program participants?

9. What is the percentage of participants that utilize clinical services beyond five (5) sessions? Also, explain how those services beyond the five (5) sessions are typically provided.
10. Describe the various methods of contact available to an employee/covered individual (phone, email, instant message, etc).
11. Describe in detail the process from the time a covered individual calls with a problem until a referral for treatment is completed.
12. How do you promote employee awareness of EAP services? Provide copies of your communication materials as attachments to your proposal.
13. Please describe a successful communication campaign used with a current client that resulted in increased participation.
14. Please describe examples of wellness workshops and training you have provided to clients.
15. What criteria are used in selection, evaluation and quality control of EAP affiliates and referral resources?
16. Please describe the minimum qualifications of staff who answer calls on your 24-hour line. Please indicate the average experience of staff answering calls during business hours. After hours?
17. Regarding the means of access, i.e., toll-free number and hours of operation, please specify whether calls are answered by clerical staff or clinicians and indicate any degree of automation (i.e., voicemail). If calls are answered by clerical staff, indicate whether a clinician is present on-site and their hours of availability. What is the callback mechanism when a clinician is not present?
18. What is your "time to answer" standard for the 24-hour line, and how do you monitor this?
19. Where would staff members answering the 800 line be physically located?
20. Do employees have access to a Spanish speaking staff member(s) on the toll-free intake line?
21. Describe your procedures for providing consultation to managers and supervisors who request help with an employee problem. How will information be handled when it involves serious job infractions or illegal activity?
22. Please describe follow-up counseling and continued care monitoring for clients post chemical dependency and/or psychiatric treatment, including work re-entry programs.
23. How do you follow up with patients who do not schedule or keep scheduled appointments?
24. For any client with a health and wellness vendor, have you developed a targeted outreach plan? If so, please describe how the plan was developed and the results. If you do not have

this experience, are you willing to work with the State of Delaware's health and wellness vendor(s) to develop a targeted outreach plan, then execute and provide follow-up reporting? (For example, if the health and wellness vendor determines that depression is identified as a significant area of concern or diagnosis for our population.)

25. Provide a detailed implementation plan with deliverable dates based on a vendor award date of July 1, 2015. Include the steps required including production and distribution of communication materials.
26. Please provide a copy of your standard management reporting package. What are your capabilities for capturing and reporting the number of calls to the '800' number and the number of face to face consultations? What are your *ad hoc* reporting capabilities? For customized reports, what is the typical turnaround time and programming charge?
27. Please provide a complete list and descriptions of all work-life programs and services included on the *Plan Design*, Appendix A, that are included in your proposed Per Employee per Month (PEPM) cost. Also provide a list and description of any work-life programs or services that are not included in your proposed Per Employee per Month (PEPM) cost.
28. On-Site Training:
 - a. How soon must an agency give notice of a cancellation before the scheduled date and time?
 - b. If the cancellation notice is provided late, is there a charge to the sponsoring agency? If so, how much?
 - c. Is there a charge to the sponsoring agency if a training has less than ten attendees whether or not the training is cancelled at the scheduled start date and time?
 - d. Please confirm that the number of hours of a training cancelled in a timely manner will not be charged against the contract.

B. QUALITY OF SERVICE

29. Please detail the criteria used in an initial case assessment and referral, including level of care criteria.
30. What is the process used in selecting providers for a referral?
31. What are the objective measures/criteria and auditing systems used in assessing quality of care provided to employees/dependents by intake team and providers?
32. Please describe your in-house peer review, supervision, and quality control activities.

33. What are the professional qualifications and training requirements of intake team and providers?
34. Please provide descriptions of the specialty mix of your provider referral panel in all areas (psych, chemical dependency (CD), legal, financial, etc.).
35. What is your organization's philosophy as it relates to managing employee/dependent psychiatric and chemical dependency problems and ancillary issues which affect employee productivity and well-being?
36. If you have to refer outside of your formal panel of providers, describe your financial arrangement for compensating the provider and any employer liability.
37. What is the availability and background of the medical director or a medical consultant? Indicate what role they play and the number of hours/week of on-site service provided.
38. For your in-service training programs, please list the content, frequency and materials for the intake staff (i.e., personnel who answer 800 telephone lines), assessors, and providers.
39. What are the procedures, including written documentation requirements, for diagnosis establishment, treatment planning, and case closure for the intake team?
40. What is your philosophy and practice relative to family involvement in assessment and treatment?
41. What is your philosophy and practice relative to special situations such as AIDS, grief counseling, marital, miscarriage/stillbirth and work trauma counseling?
42. Please detail a timetable for a call which encompasses a critical incident.
43. How often do you survey member satisfaction with the provider organization's services? One week after a case is closed? Two weeks? Monthly? Quarterly? What is the rate of return? Do you use a paper form with return postage or an on-line survey emailed to the client?

Capabilities Benchmarks -

"Yes" or "No" responses are elicited in the remaining questions in this section. For "No" answers, explain your reasons and detail what you offer instead.

Program Structure

44. Your organization has a written Quality Improvement (QI) program that outlines the program structure and content.
45. The program description specifies the role, structure, function, and frequency of meetings of the QI Committee and other relevant committees.

46. The annual QI work plan, or schedule of activities, includes the following:

- a. Objectives, scope, and planned projects or activities for the year;
- b. Planned monitoring of previously identified issues, including tracking of issues over time; and
- c. Planned evaluation of the QI program.

Program Operations

47. The quality improvement program is fully operational.

48. Contemporaneous (i.e., created at the time the activity is conducted), dated, and signed minutes reflect all QI Committee decisions and actions.

49. The QI program coordinates with utilization management credentialing, monitoring and resolution of member complaints and appeals, assessment of member satisfaction, and clinical records review.

Effectiveness of the Quality Improvement (QI) Program

50. Each year there is a written evaluation of the QI program which includes a description of completed and in-process QI activities.

51. Documentation verifies that QI activities have contributed to meaningful improvement in clinical care, including preventive behavioral healthcare services and member services.

Delegation of QI Activity

52. If your firm delegates any QI activities, it has written documentation of the responsibilities of each entity, the delegated activities, frequency of reporting to your organization, and corrective remedies for poor performance.

Accessibility of Services

53. You have established standards for timeliness of routine and urgent care, behavioral healthcare appointments, and access to after-hours care.

54. The organization monitors responsiveness of member services or appointment telephone lines.

Member Satisfaction

55. You assess member satisfaction at least bi-annually by:

- a. Evaluating patient complaints and appeals.
- b. Evaluating requests to change practitioners and/or facilities.
- c. You assess member satisfaction by distributing training evaluation surveys at all on-site trainings and provide a summary of the responses.

Practice Guidelines

56. The organization adopts and disseminates practice guidelines, practice parameters, consensus statements, or specific criteria for providing acute and chronic behavioral healthcare services.

Continuity and Coordination of Care

57. Your organization updates primary care physicians (PCPs) on diagnosis, treatment, and referral of behavioral healthcare disorders commonly seen in primary care.

58. You have guidelines and procedures to ensure timely access to appointments, referrals, consultations, and medical care.

59. Your organization participates with medical care practitioners to reduce inappropriate use of psychopharmacological medications and adverse drug reactions.

Access to Care and Services

60. Telephone callers reach a live voice within 20 seconds 24 hours per day/7 days per week.

61. Telephone abandonment rates (the percentage of callers who terminate a call before reaching a representative) do not exceed five percent, at any time.

62. Emergent patient visits are available immediately or within one hour of a referral call.

63. Urgent problem visits are available same day or within 24 hours.

64. Non-urgent office visits are offered within 3-5 days.

65. Triage clinicians are trained in one of the core behavioral healthcare disciplines at the Masters level or above (or have equivalent licensure).

66. Triage clinicians are supervised by an experienced behavioral healthcare clinician with a minimum of a Master's degree and five years or more post-Master's clinical experience.

67. The triage function is reviewed and supervised by a board-certified psychiatrist with an active unrestricted license and a minimum of five years or more clinical experience.

Credentialing Process

68. Written policies and procedures address the types of practitioners accepted to participate in the network; including, psychiatrists and/or physicians who are certified in addiction medicine, doctoral and/or master's level psychologists who are state-certified or state-licensed, master's level clinical social workers who are state-certified or state-licensed, and master's level clinical nurse specialists who are nationally- and/or state-licensed to practice independently.

69. At the time of credentialing, your firm verifies at least the following information from primary sources:

- a. A current valid license to practice as an independent behavioral healthcare practitioner at the highest level certified or approved by the state.
- b. Graduation from an accredited professional school and/or highest training program applicable to the academic degree, discipline, and licensure of the behavioral healthcare practitioner.
- c. Board certification if the practitioner states that he/she is board-certified on the application.
- d. Work history for the past five years.
- e. Current, adequate malpractice insurance according to the organization's policy.
- f. History of professional liability claims which resulted in settlements or judgments paid by or on behalf of the practitioner.

70. The applicant completes a credentialing application that includes a statement by the applicant regarding:

- a. Lack of present illegal drug use.
- b. History of loss of license and/or felony convictions.
- c. History of loss or limitation of privileges or disciplinary activity.

71. Prior to making a credentialing decision, your organization receives information appropriate to the practitioner's discipline, including:

- a. Information from the State Board of Licensure or Certification and/or the National Practitioner Data Bank.
- b. Information about sanctions or limitations on licensure from the appropriate state agency of the Federation of State Medical Boards.

72. Licensed behavioral health care professional staff conducts an initial visit to the offices of all potential behavioral healthcare practitioners prior to their acceptance for network inclusion.

73. Your firm formally re-credentials its practitioners at least every two years, during which it verifies at least the following information from primary sources:

- a. A valid state license to practice.

- b. Board certification (only if the practitioner was due to be recertified).
- c. Current, adequate malpractice insurance.
- d. History of professional liability claims resulting in settlements or judgments paid by or on behalf of the practitioner.

74. The organization incorporates data from the following sources in its re-credentialing/decision-making process:

- a. Member complaints.
- b. Information from quality improvement activities.
- c. Utilization management.
- d. Member satisfaction.
- e. Clinical record reviews.
- f. On-site visits conducted by qualified behavioral health professionals.

75. Your organization confirms that the EAP provider is in good standing with state and federal regulatory bodies.

Members' Rights and Responsibilities

76. Written members' rights policy that states:

- a. Members have a right to receive information about the organization's services, practitioners, clinical guidelines, UM and clinical necessity protocols, and members' rights and responsibilities.
- b. Members have a right to be treated with respect and recognition of their dignity and need for privacy.
- c. Members have a right to participate with practitioners in decision making regarding their treatment planning.
- d. Members have a right to voice complaints or appeals about the organization or the care provided.
- e. Members and their families/guardians may have input into the members' rights and responsibilities policies.
- f. Members have a responsibility to follow the plans and instructions for care that they have agreed upon with their practitioners.

77. Distribution of policy on members' right and responsibilities to all participating providers and participants or their guardians.
78. Procedures for registering and responding to oral and written complaints include the following:
- a. Documentation of the substance of complaint and the actions taken.
 - b. Investigation of the substance of the complaint, including any aspects of clinical care involved.
 - c. Notification to the member of the disposition of the complaint and the right to appeal, as appropriate.
 - d. Standards for timeliness in responding to complaints that accommodate the clinical urgency of the situation.
79. Would the State be notified of complaints and, if so, how would that process work?
80. Procedures for registering and responding to oral and written appeals include the following:
- a. Full compliance with the required claims review procedures.
 - b. Documentation of the substance of the appeal and the actions taken.
 - c. Full investigation of the substance of the appeal, including any aspects of clinical care involved.
 - d. At least one level of review by a panel of individuals who were not involved in the original decision.
 - e. The right of the member (or family member/guardian, if a minor) to appear before the panel.
 - f. Written notifications to the member of the disposition of the appeal and the right to appeal further, if any.
 - g. Standards for timeliness in responding to appeals which accommodate the clinical urgency of the situation.
81. Your organization provides written information about benefits and charges applicable to the subscriber, including:
- a. The benefits and services that are included and excluded from coverage.

- b. Co-payments and other charges for which the member is responsible.
- c. Any restrictions on benefits that apply to services obtained outside the firm's system or outside the service area.
- d. How to submit a claim for covered services, if applicable.

82. Your organization provides written information about:

- a. How to voice a complaint.
- b. How to appeal a decision that adversely affects the member's coverage, benefits, or relationship to the organization.
- c. How the organization evaluates new technology for inclusion as a covered benefit.

83. Information is written in language that is readable, easily understood, and consumer-interested.

84. Information is available, as needed, in Spanish.

85. Patients have the opportunity to approve or refuse the release of individually identifiable information by the organization, except when such release is required by law. Please explain the process for this service.

86. Written policies and procedures address the care and treatment of minors as well as adult patients who are unable to exercise rational judgment or give informed consent. In such cases, please detail who would give consent.

C. GEOGRAPIC NETWORK ACCESSIBILITY

87. What is your business model for providing a network of clinicians and licensed professional counselors to provide one-on-one counseling sessions? Please include the following information:

- a. What does your organization consider is a reasonable distance for urban and rural participants? Please give examples of how areas in Delaware are classified such as City of Wilmington, Town of Milford, Sussex County, and western Kent County.

(continued)

- b. The geographic location of your existing provider network and their inception date(s).
- c. The geographic parameters in your network of all the classifications of providers, such as social workers, psychiatrists, certified addiction counselors, and psychologists.
- d. Do your providers offer telephonic sessions if their office is not within a reasonable driving distance for the participant?

APPENDICES

APPENDIX A

Plan Design

***** !!PLEASE READ CAREFULLY!! *****

Please confirm that your organization will provide all of these services. Using this appendix, indicate your confirmation by entering “yes” in the confirmation column. If your organization does not provide this service, or cannot effective July 1, 2015, if awarded the contract, please provide an explanation.

Then, in separate exhibit that clearly references the plan feature, provide a detailed description of those services that match the minimum frequency and specific criteria as set forth in the *Scope of Services*. For example, #1 Assessments, would be clearly labeled on your materials that describe the frequency and parameters for this service included in your PEPM fee quote on Appendix B – *Fee Quote*.

A plan feature listed in the Scope of Services is a service that the SEBC is interested in providing to members. For any additional or optional services you describe, also on Appendix B – *Fee Quote*, include either a PEPM fee or hourly rate, or indicate that there is no additional cost.

	Plan Feature	Plan Design	Confirmation
1	Assessments	1 to 5 sessions per episode per eligible family member per issue or topic each fiscal year, July 1 to June 30th.	
2	# of On-site Service Hours	450 minimum hours per contract year, including but not limited to:	
		- Health Benefit Fairs	
		- Employee Orientations	
		- Workshops or Seminars – Provide a list of topics in your exhibit.	
		- DOT Supervisory Compliance Training	
		- Supervisory EAP Awareness Training	
		- Critical Incident Stress Management	
		In the event all service hours are utilized in any contract year, the following contract year’s hours can be accessed. Charges that apply to service hours in excess of 1350 in a 36-month period are indicated on Appendix B – <i>Fee Quote</i> .	

	Plan Feature	Plan Design	Confirmation
3	Fitness for Duty Evaluations	Indicate charges on Appendix B – <i>Fee Quote</i> to provide this service.	
4	DOT SAP	Indicate charges on Appendix B – <i>Fee Quote</i> to provide this service.	
5	Availability	24-hour toll-free telephone line, 7 days per week	
		On-line access to Work/Life topics	
		On-line access to provider locations and contact information.	
		Clinician answering phone - During the day, Bachelors or Masters	
		Clinician answering phone - All other times, Masters	
		Appointments can be made by either the caller or intake team	
6	Case Mgt	Case management for in- and out-patient treatment	
7	Manager Consultations	Manager Consultations	
8	Job Performance Referrals	For those agencies that have a policy allowing supervisors to refer an employee for job performance issues.	
9	Work/Life Programs	Confirm inclusion of the following programs in your PEPM quote:	
		- Child/Parenting Support Services	
		- Child Care Referrals	
		- Adult/Elder Care Support Services	
		- Financial Assistance	
		- Legal Assistance (indicate a discount rate, if any, from the attorney's normal hourly rate)	
		- College Planning	
		- Emergency services (such as in a severe weather event for assistance resources)	
		- Chronic Condition Support	
		- Identity Theft	

10	Travel Time/Costs	Travel time and costs for all on-site training, benefit representative meetings, health fairs, and administrative meetings are included in your PEPM quote.	
11	Customized Communication Materials A)The numbers and frequency are suggested. Please indicate the number and frequency included in your PEPM fee. B)“Customized” is defined as the addition of the State’s logo or other identifying information and proofing of the text without a separate cost to the State.	Employee Brochures (1 per employee mailed four times per year) Wallet Cards (2 per employee per year) Worksite Posters for each site (1,850 posters for 200 sites) EAP Video Website linked through State’s portal Monthly newsletters (via email only to approximately 200 designated State Benefits Representatives) Quarterly supervisory publications (via email only to HR offices) 	
12	Provider Credentials	Appropriate degree from an accredited institution; at least Master’s Degree level Valid, unrestricted state license/certification Board Certified or eligible (MD’s) In good standing on the active staff at participating hospitals, if applicable Acceptable history of clinical malpractice claims experience Proof of adequate professional liability coverage Completion of a signed application and agreement of participant	

13	Providers' Quality Assurance Benchmarks	Continuity of Care Study	
		Face-to-face interviews in over 95% of cases	
		Accessibility/Acceptability Study	
		Performance-Based Referral	
		Professional Peer Review	
		Clinical Audit	
		Individual Supervisory Review	
		Telephone Responsiveness Monitoring	
		Annual Re-Credentialing Process	
		Client Satisfaction Survey	

APPENDIX B

Fee Quote

Plan feature services as set forth in Appendix A: Provide a per employee per month (PEPM) rate assuming there are 43,000 eligible participates in the plan. *Employee* is defined as an eligible active employee and non-Medicare eligible pensioner.

			Optional Years - Rate Cap %	
Year 1	Year 2	Year 3	Year 4	Year 5

Optional Services: List any optional services not included in the plan features on Appendix A and your proposed cost of either a PEPM fee or hourly rate. Indicate no cost if applicable.

Optional Service	PEPM Fee or Hourly Rate
On-Site Service Hours: In the event all 450 service hours are utilized in any contract year, the following contract year's hours can be accessed. Charges apply at an hourly rate to service hours in excess of 1,350 in a 36 month period.	
Fitness for Duty Evaluations	
DOT SAP	
Additional PEPM per program for any programs listed on Appendix F, <i>Plan Design</i> , not included in the plan feature services PEPM above.	
Ad Hoc Reports	
Customized communication materials (list the type NOT included in the list in Appendix A) – production	
Customized communication materials (list the type NOT included in the list in Appendix A) – mailing costs	

APPENDIX C

STATE OF DELAWARE NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation submitted this date to the State of Delaware, Office of Management and Budget.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Office of Management and Budget.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME _____
(Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS:	Certification type(s)	Circle all that apply	
	CERT. NO.: _____	Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO (COMPANY NAME): _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of County of State of _____

APPENDIX D

RESPONSES EXCEPTION TRACKING

Responses must include all exceptions to the requirements, specifications, terms or conditions in the *Minimum Requirements* and *Questionnaire* sections. If the vendor is submitting the response without exceptions, please state so below.

By checking this box, the vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in the *Minimum Requirements* and *Questionnaire* sections.

Name of Section, Page # and ? #	(Copied) Term	Detailed Exception	Proposed Alternative, if different

Note: Feel free to create an excel document with these columns. Use additional pages as necessary.

APPENDIX E

PERFORMANCE GUARANTEES

The following are the minimum performance guarantees the State requires. However, the State reserves the right to negotiate both financial and non-financial performance guarantees with the selected vendor. We encourage you to propose higher standards or penalties than the minimums noted below. Indicate these by using a strikeout font and insertion.

Terms: Vendor will perform a review of its records to determine whether each standard was met for the time period of the quarter immediately preceding the 45th day of the month following the end of a quarter (for example, September 15 for the first quarter of the plan year – July 1 to June 30). Quarterly results will be averaged on an annual basis and penalty payments, if any, will be made annually within six (6) months of the end of the plan year. In no instance will a measurement or penalties apply to any period less than a full quarter.

Guarantee	Description	Standard	Fees at Risk	Measurements
Network maintenance	Maintenance of satisfactory number of practitioners-facility providers for all locations.	Affiliate Providers Statewide	2%	On a quarterly basis, maintain the number of affiliate providers as outlined in this RFP and as mutually agreed upon.
Member Service	Satisfactory results on any on-site services provided by vendor.	95%	2%	Training Evaluations will be presented at all on-site trainings. A quarterly summary will be provided to the designated State OMB Representative.
Data Reporting and Analysis	Timeliness of reporting to State - Due within 45 days of the end of each quarter.	Quarterly	2%	Impact report submitted within 45 days at the end of each quarter.
	Accuracy of reporting to the State - Due within 45 days of the end of each quarter.	Quarterly	1%	Impact report submitted within 45 days at the end of each quarter

	Track number of sessions per member on a one to five model.	Quarterly	1%	Impact report will identify percentage of cases handled in one to five sessions.
	Track number of referrals to various sources, i.e., health care provider or community resources.	Quarterly	1%	Impact Report (Recommendation Section)
	Data analysis and in-person meeting with the State.	Quarterly	1%	Vendor will schedule an appointment with State of Delaware OMB within 45 days of the end of each quarter.
EAP Program Management	99% of uncomplicated (routine) EAP referrals will be offered an appointment within 3-5 business days.	99%	3%	Impact report will identify percentage of callers offered a routine appointment.
	99% of urgent EAP referrals will be offered same day or within 24 hours.	99%	3%	Impact report will identify percentage of callers offered an emergency appointment.
	99% of emergencies are responded to within 1 hour.	99%	3%	Impact report will identify percentage of callers offered an emergency appointment.
	Time to answer the phone will be less than 20 seconds, 24/7.	Less than 20 seconds	2%	Available through telephonic software upon request.
	Abandonment rate will be less than 5%.	Less than 5%	2%	Available through telephonic software upon request.

Promotion and Visibility	Partner with SBO at quarterly meetings and identify different groups within the State to review EAP and Work/Life Services and encourage scheduling on site and web based orientations/ trainings. This visibility is designed to promote awareness which should lead to an increase in overall utilization of services.	Quarterly	2%	Vendor will review with State OMB within 45 days at the end of each quarter "targeted" State Agencies for site outreach and visitation.
	Utilization of direct client services will meet or exceed 2.5% of eligible employees or covered lives during a fiscal year. The guarantee will be measured based on any employee or covered life that calls for an EAP or Work/Life request; utilizes Online Chat; or engages into the EAP program either through, initiation or their one to five visits or referral to outside care after an initial intake and assessment has been completed. This percentage is contingent on 70% of "targeted" State	Quarterly	3%	Impact Report

	Agencies allowing vendor to provide onsite visitation.			
	Utilization of Online Work/Life Services will meet or exceed 2.5% of eligible employees or covered lives during a fiscal year. The guarantee will be measured based on any employee or covered life that accesses on line Work/Life Services.	Quarterly	1%	Impact Report
EAP Account management	Account Management Team Survey (see Attachments section) with a satisfactory score of 3.0 on a scale of 1 to 5.	Annual	1%	OMB staff evaluations of vendor
		Total	20%	

APPENDIX F

OFFICER CERTIFICATION FORM

Please have an officer of your company review and sign this worksheet to confirm the information is valid. Please include completed form with proposal.

Officer's Statement	
Company's Legal Name	
Company's Marketing Name (if different)	
Street Address	
City	
State	
Zip	
Phone Number	
Fax Number	
Email Address	
Name of Officer Completing Statement	
Title of Officer Completing Statement	
Phone Number of Officer Completing Statement	
Email Address of Officer Completing Statement	

I certify that our response to the State of Delaware's Request for Proposal for the Flexible Spending Account and Pre-Tax Commuter Administrative Services is complete and accurate to the best of my knowledge and contains no material omissions or misstatements. I acknowledge that the State of Delaware will rely upon the information included in our response to make decisions concerning the administration of these benefits that are offered to their employees.

Officer's Signature

Date Signed

APPENDIX G

RFP TERMS AND CONDITIONS EXCEPTION TRACKING CHART
--

Responses must include all exceptions to the specifications, terms or conditions in the *Scope of Services* and *Terms and Conditions* section – not the *Minimum Requirements* and *Questionnaire* sections. If the vendor is submitting their response without exceptions, please state so below.

By checking this box, the vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in the *Scope of Services* and *Terms and Conditions* section.

Page and ? #s	(Copied) Term	Detailed Exception	Proposed Alternative, if different

Note: Feel free to create an excel document with these columns. Use additional pages as necessary.

APPENDIX H

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR

1. CONTRACT NO.	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

APPENDIX I

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, no bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1.	Number of employees that would reasonably be anticipated to be employed on this account.	
2.	Percentage of such employees who are bona fide legal residents of Delaware.	
3.	Total number of employees of the bidder.	
4.	Total percentage of employees who are bona fide residents of Delaware.	

If subcontractors are to be used:

1.	Number of employees who are residents of Delaware.	
2.	Percentage of employees who are residents of Delaware.	



A HealthAdvocate Company

State of DE

From 7/1/2013 to 6/30/2014

Assessment/Narrative:

We continue to make 100% of the workforce aware of EAP services through monthly distribution of newsletters and access to our informational website.

We provided the following articles to all human resource representatives for distribution to the employee population in the year 2013:

Month	Newsletter	Main Article
July 2013	Keeping a Work/Life Balance All Summer	Family Ties
August 2013	Starting Fresh at Work and School	Nobody Likes a Bully: Bullying in the Workplace
September 2013	Adjusting to the Role of Caregiver	Suddenly, You're a Caregiver
October 2013	Stop Worrying, Take Action	Getting Your Affairs in Order:
November 2013	Change Your Behaviors	Teaching Your Children
December 2013	Next Year, Be Realistic!	The Path of Inner Peace
January 2014	Get Emotionally Fit This Year	Don't Drown In Debt: Prepare for That Rainy Day
February 2014	Be Mindful of Your Daily Habits	Practice Mindful Spending
March 2014	Finding Balance	Mid-Life Challenges? Embrace Playfulness
April 2014	Are you an Active Listener? Tips to Tune In	Talk to your Partner About Money- Don't Put it Off
May 2014	Facing a Transition? Tips to Get You Through	Life Upset Your Balance? Stay Steady
June 2014	Strengthen Bonds: Opening Communication	Setting Healthy Limits: Guiding Grandparents

If you have any questions regarding this report, please do not hesitate to contact us.

Norbert J. Alicea, MA, CEAP

Licensed Psychologist

President

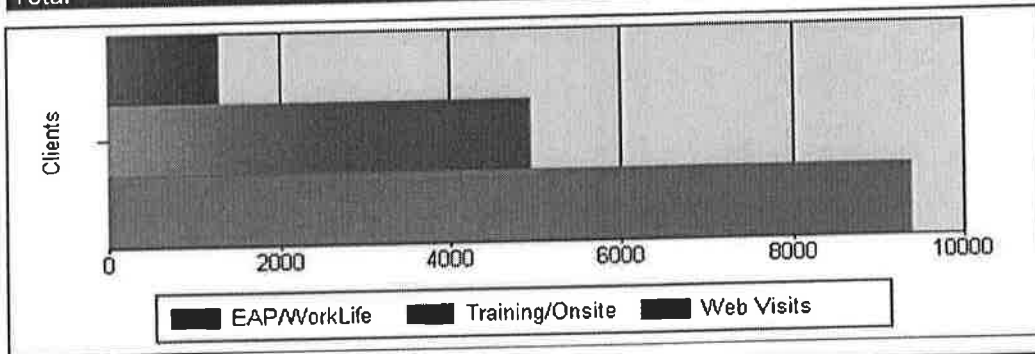


A HealthAdvocate Company

State of DE
 From 7/1/2013 to 6/30/2014
 IMPACT REPORT

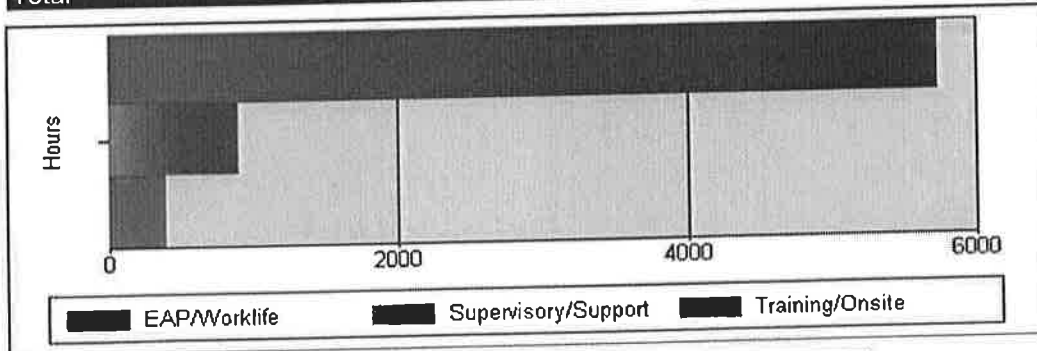
EAP/WorkLife Clients
 Training/Onsite Support Participants
 Web Visitors
 Total

#	%
1,313	3.02%
4,945	11.38%
9,396	21.62%
15,654	36.02%



EAP/WorkLife Service Hours
 Training/Onsite Support Hours
 Supervisory/HR Support Hours
 Total

#	%
5,733	81.78%
390	5.57%
888	12.66%
7,011	100.00%



Total EAP/WorkLife Interactions

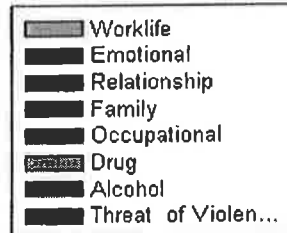
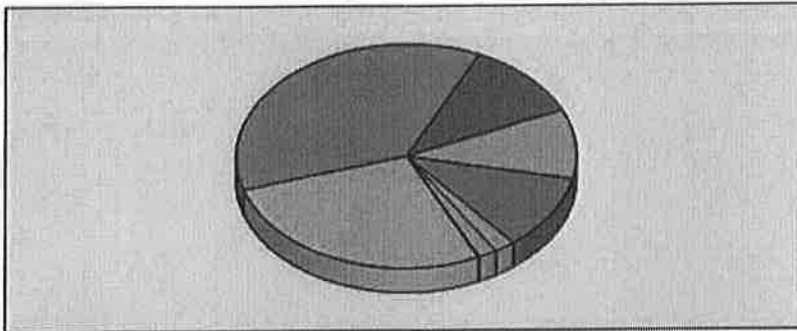
12,041

State of DE From 7/1/2013 to 6/30/2014

Client Status	1Q 2013	2Q 2013	3Q 2014	4Q 2014	P-T-D
Full Time	283	280	312	288	1163
Family	22	19	19	24	84
Retired	7	3	1	1	12
Spouse	10	13	8	6	37
Part Time	6	3	2	3	14
N/A	0	1	2	0	3
Total Cases	328	319	344	322	1313

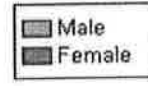
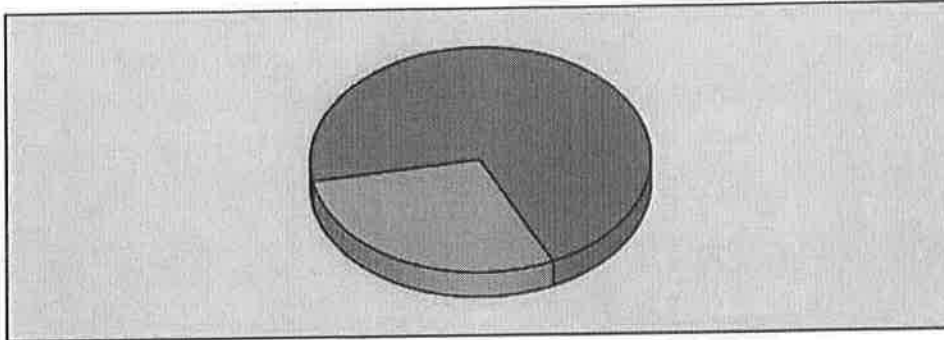
Referral Source	1Q 2013	2Q 2013	3Q 2014	4Q 2014	P-T-D
Self	277	279	289	285	1130
Supervisor	15	9	19	7	50
Web Request	17	17	13	12	59
DOT	1	0	1	0	2
Human Resources	17	12	21	16	66
Union	1	0	0	0	1
Medical	0	2	0	0	2
Co-Worker	0	0	1	2	3
Total Cases	328	319	344	322	1313

Primary Problem	1Q 2013	2Q 2013	3Q 2014	4Q 2014	P-T-D
Worklife	97	91	78	91	357
Emotional	109	123	138	113	483
Relationship	45	26	45	33	149
Family	26	39	30	37	132
Occupational	43	24	40	34	141
Drug	2	11	6	7	26
Alcohol	6	4	6	7	23
Threat of Violence	0	1	1	0	2
Total Cases	328	319	344	322	1313



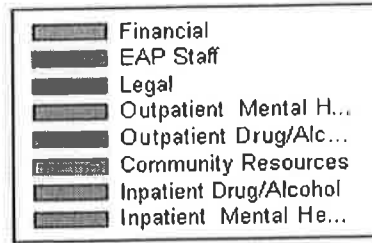
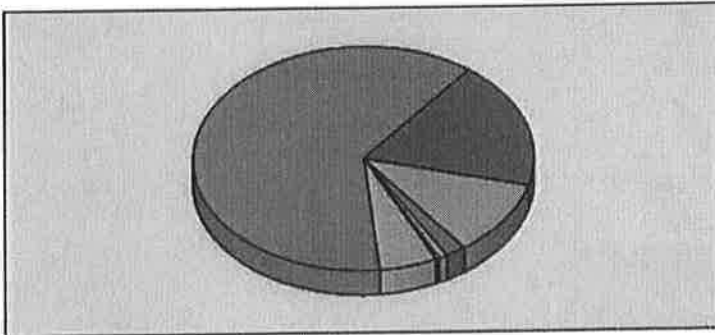
Age Range	1Q 2013	2Q 2013	3Q 2014	4Q 2014	P-T-D
0-20	12	11	7	19	49
21-30	24	31	28	18	101
31-40	78	55	84	70	287
Over 40	214	222	225	215	876
Total Cases	328	319	344	322	1313

Gender	1Q 2013	2Q 2013	3Q 2014	4Q 2014	P-T-D
Male	99	81	111	92	383
Female	229	238	233	230	930
Total Cases	328	319	344	322	1313

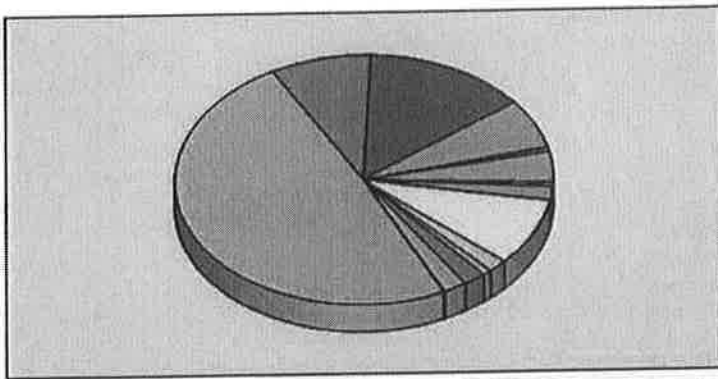


Marital Status	1Q 2013	2Q 2013	3Q 2014	4Q 2014	P-T-D
Married	179	162	189	178	708
Single	71	75	75	74	295
Co-Habit	10	4	9	5	28
Separated	24	20	27	22	93
Divorced	37	50	39	39	165
Widowed	7	8	5	4	24
Total Cases	328	319	344	322	1313

Recommendation	1Q 2013	2Q 2013	3Q 2014	4Q 2014	P-T-D
Financial	20	21	12	19	72
EAP Staff	197	186	228	205	816
Legal	64	60	57	61	242
Outpatient Mental Health	39	37	40	26	142
Outpatient Drug/Alcohol	7	9	5	5	26
Community Resources	1	3	0	6	10
Inpatient Drug/Alcohol	0	2	2	0	4
Inpatient Mental Health	0	1	0	0	1
Total Cases	328	319	344	322	1313



Job Classification	1Q 2013	2Q 2013	3Q 2014	4Q 2014	P-T-D
Professional/Technical	168	160	155	160	643
Family	29	30	25	30	114
Administrative/Management	43	44	51	46	184
Clerical	21	21	25	18	85
Certified Nursing Assistant	2	3	2	1	8
Labor/Manufacturing	14	14	15	8	51
Service	3	0	2	2	7
Nursing	12	6	3	3	24
Teacher	21	24	37	32	114
Transportation	8	3	6	4	21
Food Service	2	2	3	3	10
Clinical & Direct Patient Care	3	5	11	6	25
Maintenance/Custodial	2	7	8	9	26
Student	0	0	1	0	1
Total Cases	328	319	344	322	1313



Length of Service	1Q 2013	2Q 2013	3Q 2014	4Q 2014	P-T-D
0-5	162	152	161	151	626
6-10	48	47	67	39	201
11-15	62	52	57	74	245
Over 15	56	68	59	58	241
Total Cases	328	319	344	322	1313

Shift	1Q 2013	2Q 2013	3Q 2014	4Q 2014	P-T-D
Day	287	270	310	277	1144
Evening	9	11	5	11	36
N/A	24	28	18	20	90
Rotating	4	5	6	12	27
Night	4	5	5	2	16
Total Cases	328	319	344	322	1313

State of DE
From 7/1/2013 to 6/30/2014
Current Program Activity
Critical Incident Stress Management

Date	Service Rendered	Contact	Status	Hours
7/9/2013 3:00 PM	Critical Incident Stress Management	[REDACTED]	Complete	1.75
6/19/2014 9:30 AM	CISM-Facilitated Group Meeting	[REDACTED]	Complete	1.00
			Total	2.75

Employee Orientation Website Review

Date	Service Rendered	Contact	Status	Hours
1/22/2014 8:30 AM	Employee Orientation & Website Overview	[REDACTED]	Canceled	0.50
1/22/2014 12:30 PM	Employee Orientation & Website Overview	[REDACTED]	Canceled	0.50
1/28/2014 8:30 AM	Employee Orientation & Website Overview	[REDACTED]	Complete	0.50
1/28/2014 12:30 PM	Employee Orientation & Website Overview	[REDACTED]	Complete	0.50
1/30/2014 8:30 AM	Employee Orientation & Website Overview	[REDACTED]	Complete	0.50
1/30/2014 12:30 PM	Employee Orientation & Website Overview	[REDACTED]	Canceled	0.50
3/18/2014 8:30 AM	Employee Orientation	[REDACTED]	Complete	0.50
			Total	3.50

Grief Group

Date	Service Rendered	Contact	Status	Hours
12/12/2013 1:00 PM	Critical Incident Stress Management	[REDACTED]	Complete	2.00
1/2/2014 8:00 AM	Critical Incident Stress Management	[REDACTED]	Complete	5.00
			Total	7.00

Health Fair

Date	Service Rendered	Contact	Status	Hours
10/17/2013 3:30 PM	Member Benefit Fair	[REDACTED]	Complete	3.00
10/23/2013 3:30 PM	Member Benefit Fair	[REDACTED]	Complete	3.00
11/7/2013 3:30 PM	Member Benefit Fair	[REDACTED]	Complete	3.00
11/7/2013 5:00 PM	Mental Health Mixer for Administrators and	[REDACTED]	Complete	2.25
5/14/2014 9:00 AM	Annual Benefits Fair	[REDACTED]	Complete	3.00
5/19/2014 9:30 AM	Benefits & Wellness Vendor Fair	[REDACTED]	Complete	5.50
			Total	19.75

Open Enrollment

Date	Service Rendered	Contact	Status	Hours
5/9/2014 8:30 AM	Open Enrollment/FEST	[REDACTED]	Complete	8.00
5/13/2014 8:30 AM	Open Enrollment/FEST	[REDACTED]	Complete	7.50
5/14/2014 11:00 AM	Statewide Benefits Health Fair	[REDACTED]	Complete	7.00
5/15/2014 10:00 AM	Statewide Benefits Health Fair	[REDACTED]	Complete	4.00
5/16/2014 8:30 AM	Open Enrollment/FEST	[REDACTED]	Complete	8.00
5/19/2014 9:00 AM	Open Enrollment/FEST	[REDACTED]	Complete	6.00
5/20/2014 11:00 AM	Statewide Benefits Health Fair	[REDACTED]	Complete	7.00
5/21/2014 10:00 AM	Statewide Benefits Health Fair	[REDACTED]	Complete	4.00
Total				51.50

Table Event

Date	Service Rendered	Contact	Status	Hours
4/28/2014 9:30 AM	Benefit Rep Meeting	[REDACTED]	Complete	2.50
4/28/2014 1:30 PM	Benefit Rep Meeting	[REDACTED]	Complete	2.50
4/29/2014 9:30 AM	Benefits Rep Meeting	[REDACTED]	Complete	2.50
Total				7.50

Training

Date	Service Rendered	Contact	Status	Hours
7/10/2013 10:30 AM	Respect & Harassment Awareness for Managers <i>How important my role is to the company.</i>	[REDACTED]	Complete	1.50
7/10/2013 2:00 PM	Respect & Harassment Awareness for Managers <i>True definition of harassment.</i>	[REDACTED]	Complete	1.50
7/16/2013 12:00 PM	Communication Improved; Conflict Reduced <i>Understand yourself first then understanding</i>	[REDACTED]	Complete	1.00
7/18/2013 9:30 AM	Understanding Emotional Intelligence	[REDACTED]	Complete	1.00
7/18/2013 11:00 AM	Cubicle Combat: Bullying in the Workplace	[REDACTED]	Complete	1.00
7/18/2013 1:00 PM	Battling Bullying in the Workplace for Managers	[REDACTED]	Complete	1.00
7/18/2013 12:00 PM	Civility; Professionalism in the Workplace <i>To make it my own responsibility to get more of</i>	[REDACTED]	Complete	1.00
7/23/2013 12:00 PM	Cubical Combat <i>To be proactive when it comes to bullying.</i>	[REDACTED]	CX < 7	1.00
7/24/2013 12:00 PM	Creating a Positive Outlook	[REDACTED]	Complete	1.00
7/25/2013 9:30 AM	Avoiding Burnout	[REDACTED]	Complete	1.00
7/25/2013 11:00 AM	Working Through Stressful & Changing Times	[REDACTED]	Complete	1.00
7/25/2013 1:00 PM	Managing & Motivating for a Successful Workplace	[REDACTED]	Complete	1.00
7/30/2013 10:00 AM	Avoiding Burnout	[REDACTED]	CX < 7	1.00
7/30/2013 11:30 AM	Conflict Management	[REDACTED]	CX < 7	1.00
7/30/2013 1:00 PM	Coping with Effects of Shiftwork	[REDACTED]	CX < 7	1.00
7/31/2013 10:30 AM	Respect & Harassment Awareness for Managers <i>That not all harassment is the same.</i>	[REDACTED]	Complete	1.50

7/31/2013 2:00 PM	Respect & Harassment Awareness for Managers <i>Necessatu of taking action if one becomes aware</i>	[REDACTED]	Complete	1.50
8/1/2013 12:00 PM	Civility; Professionalism in the Workplace	[REDACTED]	CX < 7	1.00
8/2/2013 1:00 PM	Stress Management <i>Don't bring things home! Take time to relax.</i>	[REDACTED]	Complete	1.00
8/6/2013 10:00 AM	Customer Service in the School <i>Learned about good customer service skills.</i>	[REDACTED]	Complete	1.50
8/6/2013 10:00 AM	Drug & Alcohol Awareness with Reasonable <i>Info about use of drugs and commonplace use by</i>	[REDACTED]	Complete	1.50
8/6/2013 1:30 PM	Drug & Alcohol Awareness with Reasonable <i>The many drugs that are on the comback. Very</i>	[REDACTED]	Complete	1.50
8/7/2013 12:30 PM	Customer Service in the Schools <i>Be consistent - I learned how to diffuse situations.</i>	[REDACTED]	Complete	1.50
8/7/2013 2:15 PM	Customer Service in the Schools <i>Making sure to fully listen and hear others all the</i>	[REDACTED]	Complete	1.00
8/8/2013 1:30 PM	Avoiding Burnout	[REDACTED]	Complete	1.00
8/12/2013 1:00 PM	Respect & Harassment Awareness for Managers	[REDACTED]	Canceled	1.50
8/12/2013 9:30 AM	Stress Management <i>It's okay to be stressed - learn it's not always</i>	[REDACTED]	Complete	2.00
8/20/2013 8:00 AM	Customer Focused Attitude <i>Recognizing signs of burnout.</i>	[REDACTED]	Complete	1.00
8/22/2013 12:00 PM	Creating a Positive Outlook <i>All - I am a positive person but we need to hear it</i>	[REDACTED]	Complete	1.50
9/4/2013 9:00 AM	Respect & Harassment Awareness & Mental	[REDACTED]	Complete	1.50
9/5/2013 9:00 AM	HMS EAP & WorkLife Overview	[REDACTED]	Complete	1.00
9/9/2013 10:00 AM	Civility; Professionalism in the Workplace	[REDACTED]	Complete	1.50
9/13/2013 9:00 AM	Respect & Harassment Awareness for Managers <i>Great info to reflect upon.</i>	[REDACTED]	Complete	1.50
9/13/2013 11:00 AM	Managing & Motivating <i>Tailor your work approaches to meet each</i>	[REDACTED]	Complete	1.00
9/16/2013 9:00 AM	Respect & Harassment Awareness for Managers <i>Matt really explained well what harassment really</i>	[REDACTED]	Complete	1.50
9/16/2013 1:30 PM	Drug & Alcohol Awareness with Reasonable <i>How to address issue sin our organization.</i>	[REDACTED]	Complete	1.50
9/18/2013 1:30 PM	Civility; Professionalism in the Workplace <i>There was a personal issue I was going through</i>	[REDACTED]	Complete	1.00
9/24/2013 12:00 PM	Valuing Diversity for Employees <i>World village example.</i>	[REDACTED]	Complete	1.00
10/2/2013 9:00 AM	Respect & Harassment Awareness & Mental	[REDACTED]	Complete	1.75
10/2/2013 3:30 PM	Balancing Work/Family/Life <i>That when you change - everyone around you will</i>	[REDACTED]	Complete	1.50
10/4/2013 8:00 AM	Coping with Change	[REDACTED]	Complete	1.00
10/4/2013 9:15 AM	Keeping Your Financial Focus	[REDACTED]	Complete	1.00
10/7/2013 10:00 AM	Drug & Alcohol Awareness with Reasonable <i>Awesome presentation. Very informative.</i>	[REDACTED]	Complete	1.50
10/7/2013 1:00 PM	Drug & Alcohol Awareness with Reasonable <i>The entire presentation was informational.</i>	[REDACTED]	Complete	1.00
10/14/2013 2:00 PM	Customer Service in Schools <i>How to keep a level head - doing what is</i>	[REDACTED]	Complete	1.50
10/15/2013 10:00 AM	Employee Orientation Overview	[REDACTED]	Complete	0.50
10/17/2013 3:15 PM	Customer Service in Schools <i>Good reminder of how to present yourself and</i>	[REDACTED]	Complete	1.00
10/22/2013 9:30 AM	Respect & Harassment Awareness with	[REDACTED]	Complete	1.00
10/23/2013 1:00 PM	Communication Improved/Conflict Reduced <i>Address the behavior not the attitude.</i>	[REDACTED]	Complete	1.00

10/23/2013 2:15 PM	Team Building <i>Whole team building concept!</i>	[REDACTED]	Complete	1.00
10/24/2013 1:30 PM	Mind Your Own Business; Confidentiality, Rumors <i>Very informative.</i>	[REDACTED]	Complete	1.00
10/25/2013 2:00 PM	Stress Management <i>About how to manage stress and call the 24/7</i>	[REDACTED]	Complete	1.50
10/28/2013 9:00 AM	Employee Orientation	[REDACTED]	Complete	0.50
10/29/2013 9:00 AM	Employee Orientation & Work/Life Overview <i>Elder care, and availability of services 24/7</i>	[REDACTED]	Complete	1.00
11/5/2013 9:30 AM	Strengthening Your Organization by Respecting & <i>You have to let the person know you are offended</i>	[REDACTED]	Complete	1.50
11/12/2013 9:30 AM	Strengthening Your Organization by Respecting & <i>Knowing what harassment was and knowing how</i>	[REDACTED]	Complete	1.50
11/13/2013 8:00 AM	Civility; Professionalism in the Workplace <i>The most valuable thing i learned today that i need</i>	[REDACTED]	Complete	1.00
11/13/2013 9:00 AM	Customer Service in Schools	[REDACTED]	Complete	1.00
11/13/2013 10:30 AM	Balancing Work/Family/Life	[REDACTED]	Complete	1.00
11/14/2013 12:00 PM	Managing Holiday Stress <i>Strategies to help relieve stress.</i>	[REDACTED]	Complete	1.00
11/14/2013 12:00 PM	Civility; Professionalism in the Workplace	[REDACTED]	Complete	1.00
11/15/2013 9:30 AM	Strengthening Your Organization by Respecting & <i>Just knowing what defines harassment and being</i>	[REDACTED]	Complete	1.50
11/20/2013 10:30 AM	EAP Supervisory Awareness	[REDACTED]	Complete	1.75
11/21/2013 12:00 PM	Civility; Professionalism in the Workplace <i>Learned new info.</i>	[REDACTED]	Complete	1.00
12/3/2013 12:00 PM	Communication Improved/Conflict Reduced <i>The information presented was very informatinal</i>	[REDACTED]	Complete	1.00
12/3/2013 12:00 PM	Holiday Stress	[REDACTED]	Complete	1.00
12/4/2013 9:00 AM	Using EAP as Performance Improvement	[REDACTED]	Complete	2.50
12/5/2013 11:00 AM	Communication Improved; Conflict Reduced	[REDACTED]	Complete	1.25
12/6/2013 10:30 AM	Promoting a Safe & Respectful Work Environment <i>Everything I was taught about workplace violence,</i>	[REDACTED]	Complete	1.50
12/9/2013 11:00 AM	Leadership Awareness <i>Ending example of having the person you cared</i>	[REDACTED]	Complete	1.50
12/12/2013 12:00 PM	Strengthening Your Relationship <i>Everything - I realize I have work to do.</i>	[REDACTED]	Complete	1.00
12/13/2013 11:00 AM	Strengthening Your Relationship	[REDACTED]	Complete	1.00
1/14/2014 2:15 PM	Professionalism in the Workplace <i>Communicate to others how you would wish to be</i>	[REDACTED]	Complete	1.00
1/15/2014 12:00 PM	Humor in the Workplace <i>The reminders about the various relations</i>	[REDACTED]	Complete	1.00
1/21/2014 9:00 AM	Respect & Harassment Awareness	[REDACTED]	Canceled	1.00
1/21/2014 10:30 AM	Humor in the Workplace	[REDACTED]	Canceled	1.00
1/23/2014 1:30 PM	Stress Management <i>Be your own priority.</i>	[REDACTED]	Complete	1.00
2/17/2014 9:00 AM	Violence Prevention <i>Get support from others who have experience in</i>	[REDACTED]	Complete	2.00
2/18/2014 2:00 PM	Diversity, Respect & Harassment Awareness for <i>I liked learning that you don't have to let people</i>	[REDACTED]	Complete	1.00
2/20/2014 2:00 PM	Avoiding Burnout <i>Take care of yourself first, that you can help</i>	[REDACTED]	Complete	1.50
2/21/2014 9:00 AM	Diversity, Respect & Harassment Awareness for <i>Am glad good manners are included in the</i>	[REDACTED]	Complete	1.00
2/21/2014 10:30 AM	Diversity, Respect & Harassment Awareness for <i>Tone in emails do make a difference.</i>	[REDACTED]	Complete	1.00

2/21/2014 1:30 PM	Diversity, Respect & Harassment Awareness for <i>Be professional always.</i>	XXXXXXXXXX	Complete	1.00
2/24/2014 2:00 PM	Stress Management & EO & Website Review	XXXXXXXXXX	Complete	1.50
2/25/2014 3:30 PM	Diversity, Respect & Harassment Awareness for <i>Learned history of legal definition of harassment</i>	XXXXXXXXXX	Complete	1.00
2/26/2014 11:00 AM	Understanding Emotional Intelligence <i>Not to push my feelings/expectations on to others.</i>	XXXXXXXXXX	Complete	1.00
2/26/2014 10:00 AM	Diversity, Respect & Harassment Awareness for <i>Be aware to treat others as you would want to be</i>	XXXXXXXXXX	Complete	1.00
2/28/2014 1:30 PM	Civility; Professionalism in the Workplace <i>To be kind to yourself. It isn't always "your" fault.</i>	XXXXXXXXXX	Complete	1.00
3/5/2014 9:30 AM	Diversity, Respect & Harassment Awareness for <i>"Behavior doesn't change without consequence or</i>	XXXXXXXXXX	Complete	1.50
3/25/2014 10:30 AM	Civility; Professionalism in the Workplace <i>Points on achieving desired effects of reactions to</i>	XXXXXXXXXX	Complete	1.50
3/25/2014 1:00 PM	Communication Improved; Conflict Reduced <i>How to nip conflict in the bud.</i>	XXXXXXXXXX	Complete	1.00
3/25/2014 9:30 AM	Working Through Stressful & Changing Times	XXXXXXXXXX	Complete	2.00
3/26/2014 9:30 AM	Working Through Stressful & Changing Times	XXXXXXXXXX	Complete	2.00
3/26/2014 10:00 AM	Working Through Stressful & Changing Times <i>Very helpful and non stressful. It's ok to feel</i>	XXXXXXXXXX	Complete	1.00
3/26/2014 2:00 PM	Working Through Stressful & Changing Times <i>Focus on the solution. Make time for yourself. It's</i>	XXXXXXXXXX	Complete	1.00
3/27/2014 9:30 AM	Working Through Stressful & Changing Times	XXXXXXXXXX	Complete	2.00
3/27/2014 1:00 PM	Diversity, Respect & Harassment Awareness for <i>Discussion about and clarification of</i>	XXXXXXXXXX	Complete	1.00
3/27/2014 2:00 PM	Diversity, Respect & Harassment Awareness for <i>I liked the demographic details. I feel that the data</i>	XXXXXXXXXX	Complete	1.00
3/27/2014 11:00 AM	Time Management <i>Need to prioritize things differently and put myself</i>	XXXXXXXXXX	Complete	1.00
3/28/2014 8:00 AM	Civility; Professionalism In the Workplace	XXXXXXXXXX	Complete	2.00
3/28/2014 1:00 PM	Balancing Work/Family/Life <i>Different tricks to become more organized.</i>	XXXXXXXXXX	Complete	1.00
4/2/2014 2:00 PM	Working Through Stressful & Changing Times <i>That it's ok to be scared of change.</i>	XXXXXXXXXX	Complete	1.00
4/2/2014 1:30 PM	Drug & Alcohol Free Workplace	XXXXXXXXXX	Complete	1.00
4/3/2014 2:00 PM	Working Through Stressful & Changing Times <i>Some things you cannot change, but you can work</i>	XXXXXXXXXX	Complete	1.00
4/3/2014 10:00 AM	Communication Improved; Conflict Reduced	XXXXXXXXXX	Complete	1.00
4/8/2014 10:00 AM	Working Through Stressful & Changing Times <i>How to control and maintain my levels of stress</i>	XXXXXXXXXX	Complete	1.00
4/9/2014 10:00 AM	Working Through Stress & Changing Times	XXXXXXXXXX	Canceled	1.00
4/10/2014 1:30 PM	Cubical Combat; Bullying in the Workplace	XXXXXXXXXX	Complete	1.50
4/15/2014 12:00 PM	Balancing Work/Family/Life	XXXXXXXXXX	CX < 7	1.00
4/16/2014 9:00 AM	Developing a Customer Focused Attitude & Team	XXXXXXXXXX	Complete	3.00
4/23/2014 11:00 AM	Valuing Diversity <i>Reinforcement of the "Attitude" quote.</i>	XXXXXXXXXX	Complete	1.00
4/24/2014 10:00 AM	Respect & Harassment Awareness for Managers <i>Things I was responsible for as a manager,</i>	XXXXXXXXXX	Complete	1.50
4/24/2014 1:30 PM	Respect & Harassment Awareness for Managers <i>Great reminder and information on gender identify</i>	XXXXXXXXXX	Complete	1.50
4/28/2014 10:00 AM	Respect & Harassment Awareness for Managers <i>It was good information.</i>	XXXXXXXXXX	Complete	1.50
4/28/2014 1:30 PM	Respect & Harassment Awareness for Managers <i>Go to HR and listen.</i>	XXXXXXXXXX	Complete	1.50

4/29/2014 10:00 AM	Respect in the Workplace <i>Law vs policy.</i>	XXXXXXXXXX	Complete	2.00
5/14/2014 9:00 AM	Bullying in the Workplace <i>Interaction with staff. Others points of view.</i>	XXXXXXXXXX	Complete	1.00
5/14/2014 10:00 AM	Creating a Positive Outlook <i>Different options available to staff helping them to</i>	XXXXXXXXXX	Complete	1.00
5/14/2014 1:00 PM	Stress Management <i>How to start handling stress now.</i>	XXXXXXXXXX	Complete	1.00
5/14/2014 8:00 AM	Panelist - Staying Sane in a Crazy Workplace	XXXXXXXXXX	Complete	4.00
5/21/2014 2:30 PM	Avoiding Burnout <i>Detach myself from others' issues.</i>	XXXXXXXXXX	Complete	1.00
5/21/2014 10:00 AM	DOT for CDL Supervisors <i>All information was informative.</i>	XXXXXXXXXX	Complete	2.00
5/22/2014 11:00 AM	Business Etiquette	XXXXXXXXXX	Canceled	1.00
5/22/2014 9:00 AM	Understanding Emotional Intelligence <i>How to begin the process of controlling my feelings</i>	XXXXXXXXXX	Complete	1.00
5/22/2014 10:30 AM	Dealing with Difficult People <i>Thinking twice about how you treat others and</i>	XXXXXXXXXX	Complete	1.00
6/11/2014 10:00 AM	Supervisory EAP Management <i>It made me perform a self-evaluation and bring my</i>	XXXXXXXXXX	Complete	2.00
6/19/2014 9:30 AM	Bullying in the Workplace <i>Raising awareness is critical to reducing bullying.</i>	XXXXXXXXXX	Complete	1.00
6/19/2014 11:00 AM	Working Through Stressful & Changing Times <i>How to manage stress effectively.</i>	XXXXXXXXXX	Complete	1.00
6/19/2014 1:00 PM	Balancing Work/Family/Life <i>Good time management is crucial to balance work,</i>	XXXXXXXXXX	Complete	1.50
6/19/2014 10:30 AM	Promoting a Safe & Respectful Work Environment <i>What to look for and how to handle situations.</i>	XXXXXXXXXX	Complete	1.00
6/20/2014 10:30 AM	Creating a Positive Outlook	XXXXXXXXXX	Complete	1.00
6/23/2014 1:00 PM	Valuing Diversity	XXXXXXXXXX	Canceled	1.00
6/26/2014 11:00 AM	Mind Your Own Business: Confidentiality <i>Defining gossip.</i>	XXXXXXXXXX	Complete	1.00

Total 166.25

Grand Total

258.25

State of DE

After 6/30/2014

Future Program Activity CISM Handouts-Phone Support

Date	Service Rendered	Contact	Status	Hours
7/9/2014 9:30 AM	Critical Incident Stress Management	[REDACTED]	Complete	1.00
			Total	1.00

Critical Incident Stress Management

Date	Service Rendered	Contact	Status	Hours
7/2/2014 9:00 AM	Faciliated Group	[REDACTED]	Complete	1.00
7/2/2014 11:00 AM	Faciliated Group	[REDACTED]	Complete	1.00
			Total	2.00

Training

Date	Service Rendered	Contact	Status	Hours
7/15/2014 10:00 AM	Respect & Harassment Awareness for Managers	[REDACTED]	Complete	1.50
7/15/2014 1:00 PM	<i>The understanding of harassment and effects on Respect & Harassment Awareness for Employees</i>	[REDACTED]	Complete	1.00
7/16/2014 12:00 PM	<i>Actually having "disrespect" and "harassment"</i>	[REDACTED]	Canceled	1.00
7/16/2014 12:00 PM	Time Management	[REDACTED]		
7/17/2014 9:00 AM	Respect & Harassment Awareness for Managers	[REDACTED]	Complete	1.50
7/18/2014 11:30 AM	Avoiding Burnout	[REDACTED]	Scheduled	1.00
7/24/2014 11:00 AM	Coping with Change	[REDACTED]	Canceled	1.00
7/28/2014 2:00 PM	Stress Management & Employee Orientation &	[REDACTED]	Scheduled	1.00
7/31/2014 9:00 AM	Communication Improved;Conflict Reduced &	[REDACTED]	Scheduled	3.00
8/4/2014 7:30 AM	Diversity, Respect & Harassment Awareness for	[REDACTED]	Scheduled	1.00
8/4/2014 9:00 AM	Diversity, Respect & Harassment Awareness for	[REDACTED]	Scheduled	1.50
8/5/2014 9:00 AM	Communication Improved;Conflict Reduced &	[REDACTED]	Scheduled	3.00
8/6/2014 12:30 PM	Customer Service in Schools	[REDACTED]	Scheduled	1.50
8/7/2014 1:00 PM	Customer Service In Schools	[REDACTED]	Scheduled	1.00
8/7/2014 2:00 PM	Time Management	[REDACTED]	Scheduled	1.00
8/13/2014 11:00 AM	Keeping Your Financial Focus	[REDACTED]	Canceled	1.00
8/18/2014 9:00 AM	Mind Your Own Business	[REDACTED]	Scheduled	1.00
8/19/2014 9:30 AM	Creating a Positive Outlook	[REDACTED]	Scheduled	1.00
8/20/2014 10:30 AM	Diversity, Respect & Harassment Awareness for	[REDACTED]	Scheduled	1.00
8/22/2014 10:00 AM	Humor in the Workplace	[REDACTED]	Scheduled	1.00
8/22/2014 1:30 PM	Dealing with Difficult People	[REDACTED]	Scheduled	1.00
8/28/2014 11:00 AM	Diversity, Respect & Harassment Awareness for	[REDACTED]	Scheduled	1.00

8/28/2014 1:30 PM	Diversity, Respect & Harassment Awareness for	XXXXXXXXXX	Scheduled	1.50
9/10/2014 1:30 PM	Managing Stress & Overating	XXXXXXXXXX	Scheduled	1.00
9/17/2014 9:00 AM	Communication Improved; Conflict Reduced	XXXXXXXXXX	Scheduled	1.50
9/17/2014 1:00 PM	Communication Improved; Conflict Reduced	XXXXXXXXXX	Scheduled	1.50
9/24/2014 1:00 PM	Respect & Harassment Awareness for Managers	XXXXXXXXXX	Scheduled	1.50
9/25/2014 11:00 AM	Anger Management	XXXXXXXXXX	Canceled	1.00
10/1/2014 9:00 AM	Using EAP as a Performance Improvement	XXXXXXXXXX	Scheduled	2.50
10/7/2014 8:30 AM	Diversity, Respect & Harassment Awareness for	XXXXXXXXXX	Scheduled	1.00
10/7/2014 10:00 AM	Diversity, Respect & Harassment Awareness for	XXXXXXXXXX	Scheduled	1.00
10/8/2014 9:00 AM	Communication Improved; Conflict Reduced	XXXXXXXXXX	Scheduled	1.50
10/8/2014 1:00 PM	Communication Improved; Conflict Reduced	XXXXXXXXXX	Scheduled	1.50
10/9/2014 1:30 PM	Holiday Stress Management	XXXXXXXXXX	Scheduled	1.00
10/14/2014 8:00 AM	Diversity, Respect & Harassment Awareness for	XXXXXXXXXX	Scheduled	1.00
10/14/2014 9:30 AM	Diversity, Respect & Harassment Awareness for	XXXXXXXXXX	Scheduled	1.00
10/16/2014 1:30 PM	Respect & Harassment Awareness for Managers &	XXXXXXXXXX	Scheduled	1.50
10/22/2014 11:00 AM	Assertivness	XXXXXXXXXX	Canceled	1.00
11/12/2014 11:00 AM	Balancing Work/Family/Life	XXXXXXXXXX	Canceled	1.00
12/4/2014 11:00 AM	Avoiding Burnout	XXXXXXXXXX	Canceled	1.00
12/10/2014 9:00 AM	Using EAP as a Performance Improvement	XXXXXXXXXX	Scheduled	2.50

Total 52.50

Grand Total 55.50

Training Management

Form 07/01/2013 to 06/30/2014

State of DE Appoquinimink School District-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Balancing	10/02/2013	1.5	19			Training	Complete	Appoquinimink School			
		1.5	19								

Training Count: 1

Capital School District-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Employee Orientation & Website Overview	01/30/2014	0.5	13			Employee Orientation Website Review	Complete	Capital School District-State of DE			
Employee Orientation & Website Overview	01/30/2014	0.5	0			Employee Orientation Website Review	Cancelled	Capital School District-State of DE			
Employee Orientation & Website Overview	01/28/2014	0.5	14			Employee Orientation Website Review	Complete	Capital School District-State of DE			
Employee Orientation & Website Overview	01/28/2014	0.5	10			Employee Orientation Website Review	Complete	Capital School District-State of DE			
Employee Orientation & Website Overview	01/22/2014	0.5	0			Employee Orientation Website Review	Cancelled	Capital School District-State of DE			
Employee Orientation & Website Overview	01/22/2014	0.5	0			Employee Orientation Website Review	Cancelled	Capital School District-State of DE			
Customer Service in	08/06/2013	1.5	30			Training	Complete	Capital School District-State of DE			
		4.5	67								

Training Count: 7

Christina School District-Food Service-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Professionalism in the	01/14/2014	1	45			Training	Complete	Christina School			
		1	45								

Training Count: 1

Christina School District-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Customer Service in	10/14/2013	1.5	44			Training	Complete	Christina School			
Customer Focused	08/20/2013	1	18			Training	Complete	Christina School			
		2.5	62								

Training Count: 2

*Participants

**Do Not Draw Down Hours

Front 07/01/2013 To 06/30/2014

Training Management Christina School District-State of DE-Delaware School for the Deaf

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Respect & Harassment	08/12/2013	1.5	0		X	Training	Cancelled	Christina School			
		1.5	0								

Training Count: 1

Christina School District-Transportation Department - State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Coping with Change	10/04/2013	1	25			Training	Complete	Christina School			
Keeping Your Financial	10/04/2013	1	25			Training	Complete	Christina School			
		2	50								

Training Count: 2

City of Dover-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
DOT for CDL	05/21/2014	2	10			Training	Complete	City of Dover-State of			
		2	10								

Training Count: 1

Colonial School District-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Stress Management	08/12/2013	2	80			Training	Complete	Colonial School District			
		2	80								

Training Count: 1

DE Economic Development Office- State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Holiday Stress	12/03/2013	1	12			Training	Complete	DE Economic			
		1	12								

Training Count: 1

DE Hospital for the Chronically Ill-DSAAPD-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Civility	03/25/2014	1.5	10			Training	Complete	DE Hospital for the			
Communication	03/25/2014	1	10			Training	Complete	DE Hospital for the			
		2.5	20								

Training Count: 2

*Participants
**Do Not Draw Down Hours

15

Training Management DE State Housing Authority-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Leadership Awareness	12/09/2013	1.5	21			Training	Complete	DE State Housing			
		1.5	21								

Training Count: 1

DE State Police-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Developing a Customer	04/16/2014	3	16			Training	Complete	DE State Police-State			
EAP Supervisory	11/20/2013	1.75	14			Training	Complete	DE State Police-State			
Strengthening Your	11/15/2013	1.5	28			Training	Complete	DE State Police-State			
Strengthening Your	11/12/2013	1.5	62			Training	Complete	DE State Police-State			
Strengthening Your	11/05/2013	1.5	56			Training	Complete	DE State Police-State			
Respect & Harassment	10/02/2013	1.75	36			Training	Complete	DE State Police-State			
Respect & Harassment	09/04/2013	1.5	36			Training	Complete	DE State Police-State			
		12.5	248								

Training Count: 7

Delaware Division of Corporations - State of Delaware

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Working Through	04/09/2014	1	0			Training	Cancelled	Delaware Division of			
Working Through	04/08/2014	1	19			Training	Complete	Delaware Division of			
Working Through	04/03/2014	1	20			Training	Complete	Delaware Division of			
Working Through	04/02/2014	1	18			Training	Complete	Delaware Division of			
Working Through	03/28/2014	1	18			Training	Complete	Delaware Division of			
Working Through	03/26/2014	1	17			Training	Complete	Delaware Division of			
		6	92								

Training Count: 6

Delaware State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Employee Orientation	10/29/2013	0.5	50			Training	Complete	Delaware State of DE			
		0.5	50								

Training Count: 1

DELDOT-Dover-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Open Enrollment/FEST	05/15/2014	8	100			Open Enrollment	Complete	DELDOT-Dover-State			
		8	100								

Training Count: 1

*Participants

**Do Not Draw Down Hours

From: 07/01/2013 To: 06/30/2014

Training Management DELDOT-Georgetown-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH**	Type	Status	Site	Contact	Phone	Email
Open Enrollment/FEST	05/09/2014	8	75			Open Enrollment	Complete	DELDOT-Georgetown-			
		8	75								

Training Count: 1

DELDOT-New Castle-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH**	Type	Status	Site	Contact	Phone	Email
Open Enrollment/FEST	05/13/2014	7.5	250			Open Enrollment	Complete	DELDOT-New Castle-			
		7.5	250								

Training Count: 1

DELDOT-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH**	Type	Status	Site	Contact	Phone	Email
Open Enrollment/FEST	05/19/2014	6	120			Open Enrollment	Complete	DELDOT-State of DE			
		6	120								

Training Count: 1

DELDOT-State of DE-Dover

Event	Date	Hrs	Ppts	Invoice	DNDDH**	Type	Status	Site	Contact	Phone	Email
Respect & Harassment	07/31/2013	1.5	12			Training	Complete	DELDOT-State of DE-			
Respect & Harassment	07/10/2013	1.5	15			Training	Complete	DELDOT-State of DE-			
		3	27								

Training Count: 2

DELDOT-State of DE-Wilmington

Event	Date	Hrs	Ppts	Invoice	DNDDH**	Type	Status	Site	Contact	Phone	Email
Respect & Harassment	07/31/2013	1.5	11			Training	Complete	DELDOT-State of DE-			
Respect & Harassment	07/10/2013	1.5	19			Training	Complete	DELDOT-State of DE-			
		3	30								

Training Count: 2

**Participants

***Do Not Draw Down Hours

From: 07/01/2013 To: 06/30/2014

Training Management Department of Corrections-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Valuing Diversity	06/23/2014	1	0			Training	Cancelled	Department of			
Bullying in the	06/19/2014	1	14			Training	Complete	Department of			
Working Through	06/19/2014	1	14			Training	Complete	Department of			
Balancing	06/19/2014	1	13			Training	Complete	Department of			
Understanding	05/22/2014	1	14			Training	Complete	Department of			
Dealing with Difficult	05/22/2014	1	21			Training	Complete	Department of			
Stress Management	05/14/2014	1	36			Training	Complete	Department of			
Bullying in the	05/14/2014	1	25			Training	Complete	Department of			
Creating a Positive	05/14/2014	1	22			Training	Complete	Department of			
Stress Management	10/25/2013	1.5	26			Training	Complete	Department of			
Communication	10/23/2013	1	16			Training	Complete	Department of			
Team Building	10/23/2013	1	16			Training	Complete	Department of			
Stress Management	08/02/2013	1	26			Training	Complete	Department of			
Avoiding Burnout	07/25/2013	1	15			Training	Complete	Department of			
Working Through	07/25/2013	1	15			Training	Complete	Department of			
Managing & Motivating	07/25/2013	1	15			Training	Complete	Department of			
Understanding	07/16/2013	1	20			Training	Complete	Department of			
Cubicle Combat	07/16/2013	1	20			Training	Complete	Department of			
Battling Bullying in the	07/16/2013	1	20			Training	Complete	Department of			
		19.5	348								

Training Count: 19

Department of Corrections-State of DE-CEIT Class

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Stress Management &	02/24/2014	1.5	36			Training	Complete	Department of			
		1.5	36								

Training Count: 1

Department of Corrections-Sussex County Community Corrections Center-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Avoiding Burnout	07/30/2013	1	0			Training	CX < 7	Department of			
Conflict Management	07/30/2013	1	0			Training	CX < 7	Department of			
Coping with Effects of	07/30/2013	1	0			Training	CX < 7	Department of			
		3	0								

Training Count: 3

*Participants

**Do Not Draw Down Hours

**Training Management
Department of Education-State of DE**

From: 07/01/2013 To: 06/30/2014

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Diversity, Respect &	03/27/2014	1	28			Training	Complete	Department of			
Diversity, Respect &	03/27/2014	1	22			Training	Complete	Department of			
Diversity, Respect &	03/05/2014	1.5	15			Training	Complete	Department of			
Diversity, Respect &	02/26/2014	1	27			Training	Complete	Department of			
Diversity, Respect &	02/25/2014	1	24			Training	Complete	Department of			
Diversity, Respect &	02/21/2014	1	28			Training	Complete	Department of			
Diversity, Respect &	02/21/2014	1	19			Training	Complete	Department of			
Diversity, Respect &	02/21/2014	1	31			Training	Complete	Department of			
Diversity, Respect &	02/18/2014	1	25			Training	Complete	Department of			
		9.5	220								

Training Count: 9

Department of Health-State of Delaware

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Communication	04/03/2014	1	12			Training	Complete	Department of Health-			
		1	12								

Training Count: 1

Department of Justice-State of Delaware

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Civility	09/09/2013	1.5	8			Training	Complete	Department of Justice-			
		1.5	8								

Training Count: 1

Department of Labor - State of Delaware

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Creating a Positive	08/22/2013	1	14			Training	Complete	Department of Labor -			
Civility	08/01/2013	1	0			Training	CX < 7	Department of Labor -			
Creating a Positive	07/24/2013	1	0			Training	CX < 7	Department of Labor -			
Cubical Combat	07/23/2013	1	10			Training	Complete	Department of Labor -			
Civility	07/18/2013	1	10			Training	Complete	Department of Labor -			
Communication	07/16/2013	1	10			Training	Complete	Department of Labor -			
		6	44								

Training Count: 6

*Participants

**Do Not Draw Down Hours

From: 07/01/2013 To: 06/30/2014

Training Management Department of Technology and Information - State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Respect & Harassment	04/28/2014	1.5	12			Training	Complete	Department of			
Respect & Harassment	04/28/2014	1.5	11			Training	Complete	Department of			
Respect & Harassment	04/24/2014	1.5	14			Training	Complete	Department of			
Respect & Harassment	04/24/2014	1.5	13			Training	Complete	Department of			
Drug & Alcohol	10/07/2013	1.5	13			Training	Complete	Department of			
Drug & Alcohol	10/07/2013	1	10			Training	Complete	Department of			
Drug & Alcohol	09/16/2013	1.5	13			Training	Complete	Department of			
Drug & Alcohol	08/06/2013	1.5	13			Training	Complete	Department of			
Drug & Alcohol	08/06/2013	1.5	15			Training	Complete	Department of			
		13	114								

Training Count: 9

DHSS - Public Health - State of Delaware

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Creating a Positive	06/20/2014	1	25			Training	Complete	DHSS - Public Health -			
		1	25								

Training Count: 1

DHSS - State of Delaware

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Strengthening Your	12/13/2013	1	16			Training	Complete	DHSS - State of			
Strengthening Your	12/12/2013	1	18			Training	Complete	DHSS - State of			
Communication	12/05/2013	1.25	2			Training	Complete	DHSS - State of			
Communication	12/03/2013	1	14			Training	Complete	DHSS - State of			
Civility	11/21/2013	1	33			Training	Complete	DHSS - State of			
Civility	11/14/2013	1	14			Training	Complete	DHSS - State of			
Critical Incident Stress	07/09/2013	1.75	17			Critical Incident Stress	Complete	DHSS - State of			
Management						Management		Delaware			
		8	114								

Training Count: 7

DHSS-DMS/HR-State of DE-New Castle

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Mind Your Own	06/26/2014	1	15			Training	Complete	DHSS-DMS/HR-State			
Business Etiquette	05/22/2014	1	0		X	Training	Canceled	DHSS-DMS/HR-State			
Valuing Diversity	04/23/2014	1	11			Training	Complete	DHSS-DMS/HR-State			
Time Management	03/27/2014	1	10			Training	Complete	DHSS-DMS/HR-State			
Understanding	02/26/2014	1	24			Training	Complete	DHSS-DMS/HR-State			
		5	60								

Training Count: 5

*Participants

**Do Not Draw Down Hours

20

Training Management Diamond State Port Corporation - State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Annual Benefits Fair	05/14/2014	3	40			Health Fair	Complete	Diamond State Port			
		3	40								

Training Count: 1

Division of Public Health - Community Nutrition- WIC - State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Balancing	03/28/2014	1	21			Training	Complete	Division of Public			
		1	21								

Training Count: 1

Division of Public Health - State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Employee Orientation	10/28/2013	1	18			Training	Complete	Division of Public			
		1	18								

Training Count: 1

Division of Public Health - WIC Program- State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Civility	02/26/2014	1	23			Training	Complete	Division of Public			
		1	23								

Training Count: 1

DNREC - State of Delaware

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Respect in the	04/29/2014	2	0			Training	Complete	DNREC - State of			
Violence Prevention	02/17/2014	2	11			Training	Complete	DNREC - State of			
		4	11								

Training Count: 2

DSCYF-State of Delaware

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email
Avoiding Burnout	05/21/2014	1	11			Training	Complete	DSCYF-State of			
Respect & Harassment	09/13/2013	1.5	30			Training	Complete	DSCYF-State of			
Managing & Motivating	09/13/2013	1	30			Training	Complete	DSCYF-State of			
		3.5	71								

Training Count: 3

*Participants

**Do Not Draw Down Hours

Training Management DSEA-State of DE

From: 07/01/2013 To: 06/30/2014

Event	Date	Hrs	Ppts	Invoice	DNDDBH**	Type	Status	Site	Contact	Phone	Email
Member Benefit Fair	11/07/2013	3	150			Health Fair	Complete	DSEA-State of DE			
Member Benefit Fair	10/23/2013	3	150			Health Fair	Complete	DSEA-State of DE			
Member Benefit Fair	10/17/2013	3	250			Health Fair	Complete	DSEA-State of DE			
		9	550								

Training Count: 3

DSHS/Alcohol and Tobacco Enforcement-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDBH**	Type	Status	Site	Contact	Phone	Email
Employee Orientation	03/18/2014	0.5	10			Employee Orientation Website Review	Complete	DSHS/Alcohol and Tobacco Enforcement			
		0.5	10								

Training Count: 1

Emily Bissel Hospital - State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDBH**	Type	Status	Site	Contact	Phone	Email
Stress Management	01/23/2014	1	17			Training	Complete	Emily Bissel Hospital			
		1	17								

Training Count: 1

Family Courts - State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDBH**	Type	Status	Site	Contact	Phone	Email
Avoiding Burnout	02/20/2014	1.5	22			Training	Complete	Family Courts - State			
		1.5	22								

Training Count: 1

Ferris School - State of Delaware

Event	Date	Hrs	Ppts	Invoice	DNDDBH**	Type	Status	Site	Contact	Phone	Email
Critical Incident Stress	12/12/2013	2	4			Chief Group	Complete	Ferris School - State of			
		2	4								

Training Count: 1

Governor Bacon Health Center-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDBH**	Type	Status	Site	Contact	Phone	Email
Cubical	04/10/2014	1.5	14			Training	Complete	Governor Bacon			
Drug & Alcohol Free	04/02/2014	1	12			Training	Complete	Governor Bacon			
Mind Your Own	10/24/2013	1	14			Training	Complete	Governor Bacon			
Skills	09/18/2013	1	22			Training	Complete	Governor Bacon			
Avoiding Burnout	08/08/2013	1	26			Training	Complete	Governor Bacon			
		5.5	87								

Training Count: 5

**Participants

**Do Not Draw Down Hours

22

Training Management J. Ralph McIvaine Early Childhood Center-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email	
Mental Health Mixer for	11/07/2013	2.25	60			Health Fair	Complete	J. Ralph McIvaine				
		2.25	60									

Training Count: 1

Justice of the Peace Courts-J.P. Court 11-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email	
Civility	11/13/2013	1	16			Training	Complete	Justice of the Peace				
		1	16									

Training Count: 1

National Guard - State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email	
Working Through	03/27/2014	2	7			Training	Complete	National Guard - State				
Working Through	03/26/2014	2	6			Training	Complete	National Guard - State				
Working Through	03/25/2014	2	8			Training	Complete	National Guard - State				
		6	21									

Training Count: 3

New Castle County Vo-Tech District-State of DE

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email	
Critical Incident Stress	01/02/2014	5	3			Enrlt Group	Complete	New Castle County Vo-				
		5	3									

Training Count: 1

OMB-Office Management & Budget (Office of Pensions

Event	Date	Hrs	Ppts	Invoice	DNDDH*	Type	Status	Site	Contact	Phone	Email	
Statewide Benefits	05/21/2014	4	115			Open Enrollment	Complete	OMB-Office				
Statewide Benefits	05/20/2014	7	100			Open Enrollment	Complete	OMB-Office				
Statewide Benefits	05/15/2014	4	100			Open Enrollment	Complete	OMB-Office				
Statewide Benefits	05/14/2014	7	300			Open Enrollment	Complete	OMB-Office				
Benefits Rep Meeting	04/29/2014	2.5	60			Table Event	Complete	OMB-Office				
Benefit Rep Meeting	04/28/2014	2.5	100			Table Event	Complete	OMB-Office				
Benefit Rep Meeting	04/28/2014	2.5	100			Table Event	Complete	OMB-Office				
Balancing	04/15/2014	1	0			Training	CX < 7	OMB-Office				
Humor in the	01/15/2014	1	10			Training	Complete	OMB-Office				
Using EAP as	12/04/2013	2.5	21			Training	Complete	OMB-Office				
Managing Holiday	11/14/2013	1	10			Training	Complete	OMB-Office				
Respect & Harassment	10/22/2013	1	25			Training	Complete	OMB-Office				
Employee Orientation	10/15/2013	0.5	50			Training	Complete	OMB-Office				
Valuing Diversity for	09/24/2013	1	10			Training	Complete	OMB-Office				
Respect & Harassment	09/16/2013	1.5	12			Training	Complete	OMB-Office				
HMS EAP & WorkLife	09/05/2013	1	30			Training	Complete	OMB-Office				
		40	1043									

Training Count: 16

*Participants

**Do Not Draw Down Hours

From: 07/01/2013 To: 06/30/2014

Training Management Red Clay School District-State of DE

Event	Date	Hrs	Ppts	Inv	DNDDH*	Type	Status	Site	Contact	Phone	Email
Civility	03/29/2014	2	70			Training	Complete	Red Clay School			
		2	70								

Training Count: 1

Seaford School District-State of DE

Event	Date	Hrs	Ppts	Inv	DNDDH*	Type	Status	Site	Contact	Phone	Email
Respect & Harassment	01/21/2014	1	0		X	Training	Canceled	Seaford School District			
Humor in the	01/21/2014	1	0		X	Training	Canceled	Seaford School District			
Customer Service in	11/13/2013	1	18			Training	Complete	Seaford School District			
Balancing	11/13/2013	1	15			Training	Complete	Seaford School District			
Customer Service in	08/07/2013	1.5	13			Training	Complete	Seaford School District			
Customer Service in	08/07/2013	1.5	15			Training	Complete	Seaford School District			
		7	59								

Training Count: 6

State of Delaware-Department of Housing

Event	Date	Hrs	Ppts	Inv	DNDDH*	Type	Status	Site	Contact	Phone	Email
Panelist - Staying Same	05/14/2014	4	25			Training	Complete	State of Delaware			
		4	25								

Training Count: 1

University of Delaware-State of DE

Event	Date	Hrs	Ppts	Inv	DNDDH*	Type	Status	Site	Contact	Phone	Email
Promoting a Safe & CISM-Facilitated Group Meeting	06/19/2014	1.5	15			Training	Complete	University of Delaware			
	06/19/2014	1	5			Critical Incident Stress Management	Complete	University of Delaware			
Benefits & Wellness	05/18/2014	5.5	360			Health Fair	Complete	University of Delaware			
Promoting a Safe & Customer Service in	12/06/2013	1.6	13			Training	Complete	University of Delaware			
	10/17/2013	1	14			Training	Complete	University of Delaware			
		10.5	397								

Training Count: 5

Wilmington State Park - State of DE

Event	Date	Hrs	Ppts	Inv	DNDDH*	Type	Status	Site	Contact	Phone	Email
Supervisory EAP	05/11/2014	2	18			Training	Complete	Wilmington State Park			
		2	18								

Training Count: 1

Total Training Count: 161

Total Hours: 258.25

*Participants

**Do Not Draw Down Hours

29

Face to Face Breakdown Summary
7/1/2013-6/30/2014



A HealthAdvocate[®] Company

State of DE

7/1/2013 - 6/30/2014

Client Status

<u>Face To Face</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	195	195	27.62
2	123	246	17.42
3	101	303	14.31
4	85	340	12.04
5	202	1010	28.61
	706	2094	100.00

<u>Telephonic</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	243	243	96.43
2	7	14	2.78
3	1	3	0.40
4	1	4	0.40
	252	264	100.00

<u>Cases Pending (Open)</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	38	38	92.68
2	1	2	2.44
3	1	3	2.44
4	1	4	2.44
	41	47	100.00

<u>Cases Pending (Closed)</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

Total		2405
	999*	

*Excludes Legal & Financial Recommendations



A HealthAdvocate[™] Company

State of DE

7/1/2013 - 6/30/2014

EAP Staff

<u>Face To Face</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	173	173	32.58
2	98	196	18.46
3	91	273	17.14
4	70	280	13.18
5	99	495	18.64
	531	1417	100.00

<u>Telephonic</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	236	236	96.72
2	6	12	2.46
3	1	3	0.41
4	1	4	0.41
	244	255	100.00

<u>Cases Pending (Open)</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	38	38	92.68
2	1	2	2.44
3	1	3	2.44
4	1	4	2.44
	41	47	100.00

<u>Cases Pending (Closed)</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

Total		1719
	816*	

*Excludes Legal & Financial Recommendations



A HealthAdvocate[™] Company

State of DE

7/1/2013 - 6/30/2014

Referral Recommendations

<u>Face To Face</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	22	22	12.57
2	25	50	14.29
3	10	30	5.71
4	15	60	8.57
5	103	515	58.86
	175	677	100.00

<u>Telephonic</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	7	7	87.50
2	1	2	12.50
	8	9	100.00

<u>Cases Pending (Open)</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

<u>Cases Pending (Closed)</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

Total		686
	183*	

*Excludes Legal & Financial Recommendations



A HealthAdvocate[™] Company

State of DE

7/1/2013 - 6/30/2014

Community Resources

Face To Face			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	1	1	20.00
2	2	4	40.00
3	1	3	20.00
4	1	4	20.00
	5	12	100.00

Telephonic			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	5	5	100.00
	5	5	100.00

Cases Pending (Open)			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

Cases Pending (Closed)			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

Total	10*	17	
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*Excludes Legal & Financial Recommendations



A HealthAdvocate[™] Company

State of DE

7/1/2013 - 6/30/2014

Inpatient Drug/Alcohol

Face To Face			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	2	2	66.67
5	1	5	33.33
	3	7	100.00

Telephonic			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	1	1	100.00
	1	1	100.00

Cases Pending (Open)			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

Cases Pending (Closed)			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

Total	4*	8	
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*Excludes Legal & Financial Recommendations



A HealthAdvocate[™] Company

State of DE

7/1/2013 - 6/30/2014

Inpatient Mental Health

<u>Face To Face</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	1	1	100.00
	1	1	100.00

<u>Telephonic</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

<u>Cases Pending (Open)</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

<u>Cases Pending (Closed)</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

Total	1*	1	
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*Excludes Legal & Financial Recommendations



A HealthAdvocate[™] Company

State of DE

7/1/2013 - 6/30/2014

Outpatient Drug/Alcohol

<u>Face To Face</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	11	11	44.00
2	9	18	36.00
3	2	6	8.00
4	2	8	8.00
5	1	5	4.00
	25	48	100.00

<u>Telephonic</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	1	1	100.00
	1	1	100.00

<u>Cases Pending (Open)</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

<u>Cases Pending (Closed)</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

Total	26*	49	
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*Excludes Legal & Financial Recommendations



A HealthAdvocate[™] Company

State of DE

7/1/2013 - 6/30/2014

Outpatient Mental Health

<u>Face To Face</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
1	7	7	4.96
2	14	28	9.93
3	7	21	4.96
4	12	48	8.51
5	101	505	71.63
	141	609	100.00

<u>Telephonic</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage
2	1	2	100.00
	1	2	100.00

<u>Cases Pending (Open)</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

<u>Cases Pending (Closed)</u>			
# of HMS Sessions	# of Clients	Total # of Sessions	Percentage

Total	142*	611	
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*Excludes Legal & Financial Recommendations

Case Priority Summary
7/1/2013-6/30/2014



A HealthAdvocate[®] Company

Case Priority Summary

State of DE

7/1/2013 - 6/30/2014

<u>Case Priority</u>	<u>Case Count</u>	<u>Appointments Offered*</u>
Critical	4	100.00%
Routine	1279	100.00%
Urgent	30	100.00%
	1313	100.00%

* Routine: Appointment Offered Within 3-5 Days
Urgent: Appointment Offered Within 24 Hours
Critical: Appointment Offered Within 1 Hour

Case by Location
7/1/2013-6/30/2014



A HealthAdvocate[™] Company

State of DE

From 7/1/2013 to 6/30/2014

Below is a list of the number of persons utilizing HMS during this period by company location.

Location	Intakes
Academy of Dover-State of DE	5
Administrative Office of the Courts - State of DE	3
Appoquinimink School District-State of DE	28
Auditor's Office - State of DE	1
Board of Parole-State of DE	1
Brandywine School District-State of DE	29
Caesar Rodney School District-State of DE	8
Campus Community Charter School-State of DE	1
Cape Henlopen School District-State of DE	10
Capital Police - State of Delaware	5
Capital School District-State of DE	24
Charter School of Wilmington-State of DE	2
Christiana Fire Company-State of DE	1
Christina School District-State of DE	105
City Delaware City-State of DE	1
City of Dover-State of DE	13
City of New Castle-State of DE	2
Colonial School District-State of DE	17
Court of Common Pleas-State of DE	5
DE Dept of Education- State of DE	7
DE Economic Development Office- State of DE	4
DE Hospital for the Chronically Ill-State of DE	7
DE Solid Waste Authority-State of DE	1
DE State Fire Marshall's Office - State of Delawar	1
DE State Housing Authority-State of DE	3
DE State Police-State of DE	30
DE Transit Corp-State of DE	19
Del Tech & Community College-State of DE	13
Delaware Criminal Justice Council-State of DE	1
Delaware Emergency Management (DEMA)-State of DE	1
Delaware Hospital for the Chronically Ill - State	18
Delaware Insurance Department - State of DE	6
Delaware Psychiatric Center-State of DE	16
Delaware State Fire School-State of DE	1
Delaware State University-State of DE	16
Delaware Technical Community College-State of DE	5
Delaware Veterans Home-State of DE	7
DELDOT-State of DE	48

Delmar School District-State of DE	5
Department of Aging-DHSS-State of DE	1
Department of Agriculture-State of DE	6
Department of Corrections-State of DE	106
Department of Corrections-Sussex County Community	4
Department of Education-State of DE	8
Department of Finance/Division of Revenue-State of	15
Department of Health-State of Delaware	11
Department of Justice-State of Delaware	9
Department of Labor - State of Delaware	24
Department of Natural Resources - State of DE	16
Department of Safety and Homeland Security - State of	11
Department of State/Division of Corporations-State	10
Department of Technology and Information - State of DE	2
DHSS - State of Delaware	68
DHSS-DMS/HR-State of DE-Dover	9
DHSS-DMS/HR-State of DE-New Castle	13
Diamond State Port Corporation - State of DE	6
Division of Child Support Enforcement - State of D	5
Division of Family Services-State of Delaware	22
Division of Historical and Cultural Affairs - Stat	3
Division of Management Services - State of DE	4
Division of Motor Vehicles - State of DE	12
Division of Public Health - State of DE	19
Division of State Services-Porter Center-SOD	1
Division of Youth and Rehabilitation Services - St	11
DMMA/DSS-State of DE	6
DMS/HRM,DHCI-State of DE	4
DNREC - State of Delaware	11
DSCYF-State of Delaware	43
East Side Charter School-State of DE	1
Emily Bissel Hospital - State of DE	4
Family Court-Dover-State of DE	3
Family Court-Sussex-State of DE	2
Family Courts - State of DE	5
Family Foundations Academy-State of DE	2
Ferris School - State of Delaware	1
General Assembly-House-State of DE	1
Government Support Services - State of DE	1
Governor Bacon Health Center-State of DE	8
House of Representatives - State of Delaware	1
Indian River School District-State of DE	20
Justice of the Peace - State of Delaware	1
Justice of the Peace Courts-State of DE	4
Kent Conser. District-State of DE	1
Lake Forest School District-State of DE	4
Laurel School District-State of DE	7
Maurice J. Moyer Academy-State of DE	2
Milford School District-State of DE	6
MOT Charter School - State of Delaware	1
Municipal Services Commission-State of DE	2
New Castle City-Mayor & Council of New Castle-Stat	1

New Castle Conservation District - State of DE	1
New Castle County Courthouse - State of Delaware	1
New Castle County Detention Center-State of DE	8
New Castle County Family Court-State of DE	3
New Castle County Vo-Tech District-State of DE	9
Newark Charter School - State of DE	3
Office of EMS - State of DE	1
OMB-Office Management & Budget (Office of Pensions	19
Pencader Charter High School-State of DE	2
PHRST - State of DE	1
Reach Academy for Girls-State of DE	1
Red Clay School District-State of DE	25
Seaford School District-State of DE	6
Smyrna School District-State of DE	4
State Auditor's Office - State of DE	1
State of Delaware	116
State Treasurer's Office-State of DE	1
Stockley Center - DHSS-State of DE	9
Superior Court-State of DE	4
Sussex Conser. District-State of DE	2
Sussex County Vo-Tech School District-State of DE	4
Thomas A. Edison Charter School-State of DE	1
Town of Smyrna-State of DE	1
Town South Bethany-State of DE	2
University of Delaware-State of DE	64
Wilmington Parking Authority-State of DE	2
Woodbridge School District-State of DE	14
Total	1313

Web Usage
7/1/2013-6/30/2014

WEB PAGE HITS BY CATEGORY

Content Category	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD	YTD %
Aging						
Caregivers	11				11	26.8%
Grief and Loss	1				1	2.4%
Health	1	2			3	7.3%
Housing Options	2	2			4	9.8%
Planning the Future	8	14			22	53.7%
Sub Total	23	18			41	
Balancing						
Communication	7	1			8	12.9%
Families	9	1			10	16.1%
Grief and Loss		5			5	8.1%
Mental Health	1	20			21	33.9%
Personal Growth		1			1	1.6%
Relationships	4	13			17	27.4%
Sub Total	21	41			62	
Homepage						
Division Feature	3	7			10	3.7%
Feature1	23	21			44	16.3%
Homepage		1			1	0.4%
Homepage Feature 1		3			3	1.1%
Learning Center	3	4			7	2.6%
Monthly Feature	54	87			141	52.2%
News	3	3			6	2.2%
Poll	1	1			2	0.7%
Relocation Center		1			1	0.4%
Savings Center		6			6	2.2%
Search	13	10			23	8.5%
Seminars	13	13			26	9.6%
Sub Total	113	157			270	
International						
Relocating Abroad		1			1	100.0%
Sub Total		1			1	
Living						
Consumer Tips		5			5	2.2%
Errands Online	1	2			3	1.3%
Financial	14	26			40	17.4%
Fraud and Theft		1			1	0.4%
Home Buying or Selling	5	4			9	3.9%
Home Improvement	1	3			4	1.7%
Legal	40	40			80	34.8%
Legal Forms	18	57			75	32.6%
Pets	1	9			10	4.3%
Travel and Leisure Time		3			3	1.3%
Sub Total	80	150			230	
Parenting						

State of Delaware

7/1/2013 - 12/31/2013

Child Care	4		4	16.7%
Developmental Stages	1		1	4.2%
Education	1	1	2	8.3%
Kids' Well-Being	8		8	33.3%
Parenting	3	6	9	37.5%
Sub Total	17	7	24	
Thriving				
Children's Health	1	3	4	20.0%
Health Tools	1	1	2	10.0%
Healthy Eating		4	4	20.0%
Live Healthy	1		1	5.0%
Men's Health	1	5	6	30.0%
Women's Health		3	3	15.0%
Sub Total	4	16	20	
Working				
Accomplished Employee	25	27	52	65.8%
Career Development		4	4	5.1%
Effective Manager		13	13	16.5%
Workplace Diversity	8		8	10.1%
Workplace Safety		2	2	2.5%
Sub Total	33	46	79	
Total	291	436	727	

HealthAdvocate™

EAP+Work/Life Services - Life Advantage Web Hits

Organization: STATE OF DELAWARE

Date Range: 1/1/2014 - 3/31/2014

Home	Resources	Emotional Well-Being	Relationships	Financial	Health	Legal	Working and Personal Growth	Search	Total Web Hits
638	603	607	493	554	487	451	216	240	4299



EAP+Work/Life Services - Life Advantage Web Hits

Organization: STATE OF DELAWARE

Date Range: 4/1/2014 - 6/30/2014

Home	Resources	Emotional Well Being	Relationships	Financial	Health	Legal	Working and Personal Growth	Search	Total Web Hits
599	561	638	776	427	333	466	275	295	4370

Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is undertaken pursuant to the parties' performance of a certain contract ("Contract") effective _____, by and between the State of Delaware by and through the State Employee Benefits Committee ("Plan Sponsor"), on its own behalf and on behalf of the group health plan it sponsors for employees or other covered persons (the "Plan"), and _____ ("Contractor").

In the performance of services on behalf of the Plan pursuant to the Contract, and in order for Contractor to use, disclose or create certain information pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below), Contractor is a Business Associate of the Plan as that term is defined by the Health Insurance Portability and Accountability Act of 1996, including the modifications required under the American Recovery and Reinvestment Act of 2009 ("ARRA"), and its implementing Administrative Simplification regulations (45 C.F.R. §§142, 160, 162 and 164) ("HIPAA"). Accordingly, Contractor, the Plan and Plan Sponsor mutually agree to modify the Contract to incorporate the terms of this BA Agreement to comply with the requirements of HIPAA, and to include additional provisions that Plan Sponsor, the Plan and Contractor desire to have as part of the Contract.

Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

I. DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

A. Specific Definitions

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Contractor.
2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Plan.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

- A. During the continuance of the Contract, Contractor will perform services necessary in connection with the Plan as outlined in the Contract. These services may include Payment activities, Health Care Operations, and Data Aggregation as these terms are defined in 45 CFR §164.501. In connection with the services to be performed pursuant to the Contract, Contractor is permitted or required to use or disclose PHI it creates or receives for or from the Plan or to request PHI on the Plan's behalf as provided below.
- B. Functions and Activities on the Plan's Behalf. Unless otherwise limited in this BA Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Plan as specified in the Contract. Contractor may decide in its own reasonable discretion what uses and disclosures of PHI are required for it to perform administrative services for the Plan as outlined in this BA Agreement and in the Contract as well as in accordance with the law.

1. Use for Contractor's Operations. Contractor may use PHI it creates or receives for or from the Plan for Contractor's proper management and administration or to carry out Contractor's legal responsibilities in connection with services to be provided under the Contract.
2. Disclosures for Contractor's Operations. Contractor may disclose the minimum necessary of such PHI for Contractor's proper management and administration or to carry out Contractor's legal responsibilities, but only if the following conditions are met:
 - a. The disclosure is required by law; or
 - b. Contractor obtains reasonable assurance, evidenced by written contract, from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person or organization or as required by law; and
 - ii) Promptly notify Contractor (who will in turn promptly notify the Plan) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
3. Minimum Necessary Standard. In performing functions and activities in connection with the Contract, Contractor agrees to make reasonable efforts to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.

C. Data Aggregation Services. The Plan agrees and recognizes that Contractor performs Data Aggregation services for the Plan, as defined by the HIPAA Rules. In the course of performing normal and customary services under the Contract, this data aggregation is an essential part of Contractor's work on behalf of the Plan under the Contract. Accordingly, Contractor can perform these data aggregation services in its own discretion, subject to any limitations imposed by the Contract. The term "Data Aggregation" is defined under the HIPAA Rules to mean, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a covered entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

D. Prohibition on Unauthorized Use or Disclosure

1. Non-permitted Use and Disclosure of PHI. Contractor will neither use nor disclose PHI it creates or receives for or from the Plan or from another Business Associate of the Plan, except as permitted or required by the Contract and this BA Agreement, as required by law, as otherwise permitted in writing by the Plan, as authorized by a Covered Person.
2. Disclosure to the Plan and the Plan Business Associates. To the extent permitted or required by the Contract and this BA Agreement, Contractor will disclose PHI to other Business Associates of the Plan which the Plan has identified in a writing provided to Contractor. Contractor shall only disclose such PHI to such Business Associates, in their capacity as Business Associates of the Plan. Other than disclosures permitted by this Section II or as otherwise specifically identified in the Contract, Contractor will not disclose Covered Persons' PHI to the Plan or to a Business Associate of the Plan except as directed by the Plan in writing.
3. No Disclosure to Plan Sponsor. Contractor will not disclose any Covered Persons' PHI to Plan Sponsor, except as permitted by and in accordance with Section VII or as otherwise specifically identified in the Contract.

III. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR

- A. Contractor will develop, document, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of, and to prevent non-permitted use or disclosure of, PHI created or received for or from the Plan.
- B. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this BA Agreement.
- C. Contractor agrees to report to Covered Entity, without unreasonable delay and in any event within thirty (30) days, any use or disclosure of the PHI not provided for by this BA Agreement or otherwise in writing by the Plan. Contractor shall maintain a written log recording the date, name of Covered Person and description of PHI for all such unauthorized use or disclosure and shall submit such log to the Plan Sponsor semiannually and by request. Contractor agrees to directly provide notice to any effected participants in the event of a Breach and to send a written log each such Breach and notice to participants to the Covered Entity within thirty (30) days of notification. Contractor agrees to notify participants in accordance with the guidelines and standards set forth by the Department of Health and Human Services under the American Reinvestment & Recovery Act and the HITECH Act.
- D. Contractor will require that any agent, including a subcontractor, to whom it provides PHI as permitted by this BA Agreement (or as otherwise permitted with the Plan's prior written approval), agrees to the same restrictions and conditions that apply through this BA Agreement to Contractor with respect to such information.
- E. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- F. Contractor agrees to implement administrative, physical, and technical safeguards (as set forth in the Security Rule) that reasonably and appropriately protect the confidentiality and integrity (as set forth in the Security Rule), and the availability of Electronic PHI, if any, that Contractor creates, receives, maintains, or transmits electronically on behalf of Covered Entity. Contractor agrees to establish and maintain security measures sufficient to meet the safe harbor requirements established pursuant to ARRA by making data unreadable, indecipherable, and unusable upon receipt by an unauthorized person. Contractor agrees to provide adequate training to its staff concerning HIPAA and Contractors responsibilities under HIPAA.
- G. Contractor agrees to report to Covered Entity any Security Incident of which Contractor becomes aware.
- H. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect such information.

IV. INDIVIDUAL RIGHTS OBLIGATIONS

- A. **Access.** Contractor and the Plan agree that, wherever feasible, and to the extent that responsive information is in the possession of Contractor, Contractor will provide access to PHI as required by 45 CFR §164.524 on the Plan's behalf. Contractor will provide such access according to its own procedures for such access. Contractor represents that its procedures for such access comply with the requirements of 45 CFR §164.524. Such provision of access will not relieve the Plan of any additional and independent obligations to provide access where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person

or the Covered Person's Personal Representative, Contractor will make available for inspection and obtaining copies by the Plan, or at the Plan's direction by the Covered Person (or the Covered Person's personal representative), any PHI about the Covered Person created or received for or from the Plan in Contractor's custody or control contained in a Designated Record Set, so that the Plan may meet its access obligations under 45 CFR §164.524. All fees related to this access, as determined by Contractor, shall be borne by Covered Persons seeking access to PHI.

- B. Amendment.** Contractor and the Plan agree that, wherever feasible, and to the extent that responsive information is in the possession of Contractor, Contractor will amend PHI as required by 45 CFR §164.526 on the Plan's behalf. Contractor will amend such PHI according to its own procedures for such amendment. Contractor represents that its procedures for such amendment comply with the requirements of 45 CFR §164.526. Such amendment will not relieve the Plan of any additional and independent obligations to amend PHI where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Contractor will amend such PHI contained in a Designated Record Set, in accordance with the requirements of 45 CFR §164.526. Upon receipt of written or electronic notice from the Plan, Contractor will amend or permit the Plan access to amend any portion of the PHI created or received for or from the Plan in Contractor's custody or control, so that the Plan may meet its amendment obligations under 45 CFR §164.526.
- C. Disclosure Accounting.** So that the Plan may meet its disclosure accounting obligations under 45 CFR §164.528, Contractor and the Plan agree that, wherever feasible and to the extent that disclosures have been made by Contractor, Contractor will provide the accounting that is required under 45 CFR §164.528 on the Plan's behalf. Contractor will provide such accounting according to its own procedures for such accounting. Contractor represents that its procedures for such accounting comply with the requirements of 45 CFR §164.528. Such provision of disclosure accounting will not relieve the Plan of any additional and independent obligations to provide disclosure accounting where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Contractor will provide an accounting as set forth below.

1. Disclosure Tracking

Starting as of the Effective Date of the Contract, Contractor will record each disclosure of Covered Persons' PHI, which is not exempted from disclosure accounting that Contractor makes to the Plan or to a third party.

The information about each disclosure that Contractor must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Contractor made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure.

For repetitive disclosures of Covered Persons' PHI that Contractor makes for a single purpose to the same person or entity (including the Plan), Contractor may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

2. Exceptions from Disclosure Tracking

Contractor is not required to record disclosure information or otherwise account for disclosures of PHI that this BA Agreement or the Plan in writing permits or requires: (i) for the purpose of the Plan's payment activities or health care operations, (ii) to the individual who is the subject of the PHI disclosed, or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; (ix) for certain incidental disclosures that may

occur where reasonable safeguards have been implemented; (x) for disclosures prior to April 14, 2003; or (xi) as otherwise excepted under 45 CFR §164.528.

3. Disclosure Tracking Time Periods

Contractor will have available for the Plan or for Covered Persons the Disclosure Information required for the six (6) years immediately preceding the date of the Plan's request for the Disclosure Information (except Contractor will not be required to have Disclosure Information for disclosures occurring before April 14, 2003).

D. Right to Request Restrictions and Confidential Communications

So that the Plan may meet its obligations to evaluate requests for restrictions and confidential communications in connection with the disclosure of PHI under 45 CFR §164.522, Contractor and the Plan agree that, wherever feasible and to the extent that communications are within the control of Contractor, Contractor will perform these evaluations on behalf of the Plan. Contractor will evaluate such requests according to its own procedures for such requests, and shall implement such appropriate operational steps as are required by its own procedures. Contractor represents that its procedures for evaluating such requests comply with the requirements of 45 CFR §164.522. Such evaluation will not relieve the Plan of any additional and independent obligations to evaluate restrictions or implement confidential communications where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Contractor will evaluate requests for restrictions and requests for confidential communications, and will respond to these requests as appropriate under Contractor's procedures.

V. OBLIGATIONS OF THE COVERED ENTITY

- A. Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.
- B. Covered Entity shall notify Contractor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522.
- C. Covered Entity shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity except as provided in this BA Agreement. In no event shall Covered Entity request Contractor to disclose to Covered Entity or agents of Covered Entity any PHI unless such disclosure is the minimum necessary disclosure that satisfies the request and that such disclosure is solely for the purpose of treatment, payment or plan operations.

VI. BREACH OF PRIVACY OBLIGATIONS

Without limiting the rights of the parties under the Contract, the Plan will have the right to terminate the Contract if Contractor has engaged in a pattern of activity or practice that constitutes a material breach or violation of Contractor's obligations regarding PHI under this BA Agreement and, on notice of such material breach or violation from the Plan, fails to take reasonable steps to cure the breach or end the violation.

If Contractor fails to cure the material breach or end the violation after the Plan's notice, the Plan may terminate the Contract by providing Contractor written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective sixty (60) days from this termination notice.

A. Effect of Termination.

1. Return or Destruction upon Contract End

Upon cancellation, termination, expiration or other conclusion of the Contract, Contractor will if feasible return to the Plan or destroy all PHI, in whatever form or medium (including in any electronic medium under Contractor's custody or control), that Contractor created or received for or from the Plan, including all copies of such PHI that allow identification of any Covered Person who is a subject of the PHI. Contractor will complete such return or destruction as promptly as practical after the effective date of the cancellation, termination, expiration or other conclusion of the Contract.

Following notice, Contractor shall pay the costs incurred in returning or destroying such PHI unless Plan Sponsor agrees to reimburse Contractor for reasonable costs following good faith negotiation between Contractor and Plan Sponsor subject to the requisite appropriation by the Delaware General Assembly as required by Title 29 Delaware Code Chapter 65 and Article 8, Section III of the Delaware Constitution.

2. Disposition When Return or Destruction Not Feasible

The Plan recognizes that in many situations, particularly those involving data aggregation services performed by Contractor for the Plan and others, that it will be infeasible for Contractor to return or destroy PHI. Accordingly, where in Contractor's discretion such return or destruction is infeasible, for any such PHI, upon cancellation, termination, expiration or other conclusion of the Contract, Contractor will limit its further use or disclosure of the PHI to those purposes that make their return to the Plan or destruction infeasible.

VII. PLAN SPONSOR'S PERFORMANCE OF PLAN ADMINISTRATION FUNCTIONS

- A. **Communication of PHI.** Except as specifically agreed upon by Contractor, the Plan and Plan Sponsor, and in compliance with any requirements imposed by this Section VIII, all disclosures of PHI from Contractor pursuant to the Contract shall be made to the Plan, except for disclosures related to enrollment or disenrollment in the Plan.
- B. **Summary Health Information.** Upon Plan Sponsor's written request for the purpose either to, (a) obtain premium bids for providing health insurance coverage for the Plan, or (b) modify, amend or terminate the Plan, Contractor is authorized to provide Summary Health Information regarding the Covered Persons in the Plan to Plan Sponsor.
- C. **Plan Sponsor Representation.** Plan Sponsor represents and warrants (A) that the Plan has been established and is maintained pursuant to law, (B) that the Plan provides for the allocation and delegation of responsibilities for the Plan, including the responsibilities assigned to Contractor under the Contract, (C) that the Plan includes or incorporates by reference the appropriate terms of the Contract and this BA Agreement, and (D) that the Plan incorporates the provisions required by 45 CFR §164.504.
- D. **Plan Sponsor's Certification.** Contractor will not disclose Covered Persons' PHI to Plan Sponsor, unless and until the Plan authorizes Contractor in writing to disclose the minimum necessary Covered Persons' PHI to Plan Sponsor for the plan administration functions to be performed by Plan Sponsor as specified in the Plan.
- E. **Contractor Reliance.** Contractor may rely on Plan Sponsor's certification and the Plan's written authorization, and will have no obligation to verify that the Plan complies with the requirements of 45 CFR §164.504 or this BA Agreement or that Plan Sponsor is complying with the Plan.
- F. **The Plan Amendment.** Before the Plan will furnish Plan Sponsor's certification described above to Contractor, the Plan will ensure (1) that its Plan establishes the uses and disclosures of Covered

Persons' PHI consistent with the requirements of 45 CFR §164 that Plan Sponsor will be permitted and required to make for the plan administration functions Plan Sponsor will perform for the Plan, and (2) that Plan Sponsor agrees to all the applicable conditions imposed by §164.504 on the use or disclosure of PHI.

VIII. MISCELLANEOUS

- A. **Regulatory References.** A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
- B. **Survival.** The respective rights and obligations of Contractor under Section IV of this BA Agreement shall survive the termination of this BA Agreement.
- C. **Interpretation.** Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules. Except to the extent specified by this BA Agreement, all of the terms and conditions of the Contract shall be and remain in full force and effect. In the event of any inconsistency or conflict between this BA Agreement and the Contract, the terms and provisions and conditions of this BA Agreement shall govern and control. Nothing express or implied in this BA Agreement and/or in the Contract is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever. This BA Agreement shall be governed by and construed in accordance with the same internal laws that are applicable to the Contract.
- D. **Duration.** This BA Agreement will continue in full force and effect for as long as the Contract remains in full force and effect. This BA Agreement will terminate upon the cancellation, termination, expiration or other conclusion of the Contract.
- E. **Term.** The Term of this BA Agreement shall be effective as of the date appearing on the signature page, and shall terminate when all of the PHI provided by Covered Entity to Contractor, or created or received by Contractor on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this BA Agreement.
- F. **Amendment.** Upon the effective date of any final regulation or amendment to final regulations with respect to the HIPAA Rules, this BA Agreement will automatically amend such that the obligations imposed on Plan Sponsor, the Plan and Contractor remain in compliance with such regulations, unless (1) Contractor elects to terminate the Contract by providing Plan Sponsor and the Plan notice of termination in accordance with the Contract at least thirty (30) days before the effective date of such final regulation or amendment to final regulations; or (2) Contractor notifies the Plan of its objections to any such amendment. In the event of such an objection, the parties will negotiate in good faith in connection with such changes or amendment to the relevant final regulation.
- G. **Conflicts.** The provisions of this BA Agreement will override and control any conflicting provision of the Contract. All nonconflicting provisions of the Contract will remain in full force and effect.
- H. **Independent Relationship.** None of the provisions of this BA Agreement are intended to create, nor will they be deemed to create any relationship between the parties other than that of independent parties contracting with each other as independent parties solely for the purposes of effecting the provisions of this BA Agreement and the Contract.
- I. **Rights of Third Parties.** This BA Agreement is between Contractor and the Plan and the Plan Sponsor and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any third party or parties.
- J. **Notices.** All notices and notifications under this BA Agreement shall be sent in writing by traceable carrier to the listed persons on behalf of Contractor, the Plan and Plan Sponsor at the addresses

indicated on the signature page hereof, or such other address as a party may indicate by at least ten (10) days' prior written notice to the other parties. Notices will be effective upon receipt.

K. Expenses. Unless otherwise stated in this BA Agreement or the Contract, each party shall bear its own costs and expenses related to compliance with the above provisions. Any additional expenses incurred by Contractor in connection with services to be provided pursuant to this BA Agreement shall be included in the Contract.

L. Documentation. All documentation that is required by this BA Agreement or by the HIPAA Rules must be retained by Contractor for six (6) years from the date of creation or when it was last in effect, whichever is longer.

AGREED By and between the undersigned Parties this ___ day of _____ 20__.

For State of Delaware:

For Contractor:

By: _____
Brenda L. Lakeman

By: _____

Title: Director of Human Resource Management
and Benefits Administration

Title: _____

Printed Name

Address for Notices:

Statewide Benefits Office, OMB
Attention: Ms. Brenda L. Lakeman, Director
HR Mgt and Benefits Administration
Duncan Center, Suite 320
500 W. Loockerman Street
Dover, DE 19904

Address for Notices:

19. Advises you of schedule limitations upon contact for meetings, conference calls, projects etc.

Average Rating _____

Responsiveness: Indicate the extent to which you agree that your Account Management Team:

Strongly Agree

5

4

3

2

1

Strongly Disagree
For any "1" or "2" responses, please provide specific comments in the area below

20. Responds to your inquiries in a timely manner

21. Provides thorough responses to your inquiries

22. Follows-through regarding outstanding problems/issues/items

23. Solicits the assistance of product experts when needed

Average Rating _____

Overall Average Rating _____

Please include any other comments or suggested action steps:

Account Management Team Survey

(Vendor)

For Reporting Period: FY _____ Quarter : _____
 Completed by: SBO Vendor Management Team

The Vendor Management Team of the Statewide Benefits Office is using this tool to evaluate the Account Management Team of (vendor) in serving as a provider of the employee assistance program benefit for the State of Delaware.

Knowledge: Indicate the extent to which you agree that your Account Management Team:

	Strongly Agree 5	4	3	2	Strongly Disagree 1	
1. Understands your benefits plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	For any "1" or "2" responses, please provide specific comments in the area below _____
2. Understands your business needs. Meets with you to establish needs and service expectations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Understands your service expectations. Develops a business plan that incorporates the agreed upon needs and expectations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Displays knowledge regarding employee assistance program products.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. Clearly explains your report results	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Average Rating						_____

Professionalism: Indicate the extent to which you agree that your Account Management Team:

	Strongly Agree 5	4	3	2	Strongly Disagree 1	
6. Actively listens to and acknowledges your issues and concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	For any "1" or "2" responses, please provide specific comments in the area below _____

19. Advises you of schedule limitations upon contact for meetings, conference calls, projects etc.

Average Rating _____

Responsiveness: Indicate the extent to which you agree that your Account Management Team:

Strongly Agree

5

4

3

2

1

Strongly Disagree
For any "1" or "2" responses, please provide specific comments in the area below

20. Responds to your inquiries in a timely manner

21. Provides thorough responses to your inquiries

22. Follows-through regarding outstanding problems/issues/items

23. Solicits the assistance of product experts when needed

Average Rating _____

Overall Average Rating _____

Please include any other comments or suggested action steps:

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware									
Monthly Usage Report									
Supplier Name:			Enter Contract No.			Report Start Date:		Report End Date:	
Contact Name:			UNSPSC			Today's Date:		Contract Item Number	
Contact Phone:			Budget Code			Unit of Measure		Qty	
Agency Name or School District	Division or Name of School	Item Description	Contract Proposal Price/Rate	Total Spend					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
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				\$0.00					

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to enter agency email. It shall contain the six-digit department and organization code for each agency and school district.

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware

Subcontracting (2nd tier) Quarterly Report

Prime Name:		Report Start Date:													
Contract Name/Number		Report End Date:													
Contact Name:		Today's Date:													
Contact Phone:		*Minimum Required			Requested detail										
Vendor Name*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.
 Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorousage@state.de.us

Report List

All reports are to be produced quarterly:

1. EAP & Work/Life Clients

Training & Onsite Support Participants
Web Visitors (Hits)

2. EAP & Work/Life Service Hours

Training & Onsite Support Hours
Supervisor & HR Support Hours
Additional Communication Materials

3. Client Status by Quarter

FTE: Spouse - PT - N/A - Family - Retiree
Referral Source: Self - HR - Supervisor
Primary Problem: Work/Life - Emotional - Family - Relationship - Occupational -
Alcohol - Drug - Anxiety - Stress - Depression - Work Related Issue - Medical
Problem - Anger Management
Case Type: New User - Re-User New Problem
Age Range: Over 40; 31 - 40; 21 - 30; 0 - 20
Gender: Male and Female
Marital Status: Married - Divorced - Separated - Single - Co Habit - Widowed
Recommendation: Legal - Clinical Staff - Outpatient Mental Health - Outpatient Drug &
Alcohol - Inpatient Drug & Alcohol - Financial - Inpatient Mental Health -
Community Resource
Job Classification: Professional & Technical; Administrative & Management; Clerical;
Labor & Manufacturing; Family; Certified Nursing Assistant
Length of Service: 0 - 5; 6 - 10; 11 - 15; Over 15
Shift: Day - Evening - N/A - Night - Rotating
Dept: Agency - school - higher education
Ethnicity: Caucasian - African American - Asian American - Hispanic - Other

4. Web Page Hits By Category With Sub Categories

Working - Balancing - Thriving - Parenting - Aging - Home - Living - International

5. Training Hours

Date - Agency - Attendees - State Contact - Topic - Trainer - Time - Number of Hours

6. Critical Incidents

Agency - Contact Person
Date
Number of Employees
Reason
Recommendations - Notes

7. Counseling Services by Vendor

Number of Members Receiving 1, 2, 3, 4, 5 Visits

Number of Members Referred to Health Plan for Services when at 1, 2, 3, 4, or 5 Visits

8. Increase Awareness to Employees of Services Available

Mailing

Participation in Staff Meetings, Agency Training, OMB Training

Survey users of services other than training

Site visits to agency HR Offices

9. EAP Clinical Services

Report number of contacts made to vendor for any type of service via any method (web hits, chat room, counseling, phone call, etc.)

10. Work/Life Services

Report number of employees who used these services