



**Purchasing Department
City Hall, 73 Harlow Street
Bangor, Maine 04401
Tel. 207-992-4282**

**Request for Proposals
Employee Assistance Program Services
Issue Date: October 17, 2016**

Addendum No. 1

The following questions were submitted. The City's responses to the questions follow in *Italics*.

1. Who currently provides EAP services to the City of Bangor? For how many years?

A: The EAP program for the City of Bangor is currently provided by Anthem. This service took effect October 7, 2016 and expires January 5, 2017. Prior to entering the three month agreement with Anthem the EAP provider for the City of Bangor was Stevens Wellspring Group. Stevens Wellspring Group serviced the City from 2009 through September 2016.

2. Are you currently pleased with the EAP services you are receiving?

A: We had been pleased with the services provided through Stevens Wellspring Group while they were available. We have been pleased with the initial services, effective October 7, 2016, provided by Anthem.

3. Are there specific areas of enhancement you are seeking at this time?

A: An online service option was not available to our employees with services prior to October 2016. The ability to provide employees to reach assistance not only by telephone but via online services would be a benefit.

4. What is the City of Bangor currently paying for their EAP services? Based on how many employees?

A: The City is currently paying \$1.07 per employee/per month with Anthem. The employee base is 650 individuals employed. The contract

with Stevens Wellspring incurred a \$5.50 annual fee per person. Additional fees per use:

- *\$35 per Telephonic Initial Screening & Referral*
- *\$105/hr Assessment and Referral Services*

5. What was the total dollar spend for the EAP in 2015?

A: \$4,685

6. What was the total dollar spend for the EAP in 2014?

A: \$5,855

7. How many EAP sessions are being offered to City of Bangor employees or employee dependents?

A: Employees are eligible for three visits.

8. Is the City of Bangor currently receiving Work-Life Services, i.e. telephonic consultation and referral for Child Care, Elder Care, etc.? Should Work-Life Services be included in the quote to be submitted?

A: We are currently receiving these services. If these services are available they should be included in the quote.

9. Is the City of Bangor currently receiving Legal Consultation Services, i.e. 30-minute consultation with an attorney; beyond the consultation, attorney services offered at a 25% discount? Should Legal Consultation Services be included in the quote to be submitted?

A: The current contract does include one 30 minute in person or telephonic legal consultation. This service should be included in the quote.

10. Is the City of Bangor currently receiving Financial Consultation Services, i.e. telephone-based financial advisory services provided by qualified financial planners? Should Financial Consultation Services be included in the quote to be submitted?

A: The current contract does include telephonic financial consultation. This service should be included in the quote.

11. Why are you requesting this RFP at this time?

A: The request was posted based on the contract with Stevens Wellspring expiring at the end of 2016. These services ended prior to that date hence the need for a 3 month contract to carry the city through the proposal process.

12. Can you provide total number of initial inquiry/assessment calls to the EAP in 2014 and 2015?

A: The City was billed for four initial inquiry/assessment calls in 2015 and seven in 2014.

13. Can you provide the total number of in-person and telephonic EAP sessions provided in 2015?

A: The City was billed for eleven sessions in 2015. We are unable to determine if the sessions were in person or telephonic.

14. Can you provide the total number of in-person and telephonic EAP sessions provided in 2014?

A: The City was billed for twenty-two sessions in 2014. We are unable to determine if the sessions were in person or telephonic.

15. Can you provide the total number of in-person and telephonic EAP sessions provided in 2013?

A: The City was billed for seven telephonic referrals/screenings and 35 consultations in 2013.

16. Can you provide the total number of EAP cases in 2015 and 2014?

A: This information is unknown.

17. Can you provide the average number of sessions provided per case in 2014 and 2015?

A: This information is unknown.

18. Do you prefer electronic communication materials, i.e. brochures, posters, or "hard copy" materials, or a combination of both?

A: We would prefer a combination of both.

19. Can you provide the number of training hours provided in 2014 and 2015? How many of those hours were provided in-person?

A: Training hours were not provided or requested in 2014 or 2015.

20. How many in-person hours are included annually in the current contract?

A: The current contract provides one in person hour long training session.

21. Can you provide the number of orientation hours provided in 2014 and 2015?

A: Orientation hours were not provided or requested in 2014 or 2015.

22. How many in-person hours of orientation are included annually in the current contract?

A: One hour.

23. How many Critical Incident events were responded to in 2014 and 2015?

A: No critical incident events were reported in 2014 or 2015.

24. How many hours of Critical Incident support were provided in 2014 and 2015?

A: No critical incident hours were requested in 2014 or 2015.

25. How many hours of on-site Critical Incident support are currently provided in the contracted rate?

A: One hour of on-site critical incident support is included in the contracted rate. Additional time is billed at the rate of \$300/hour.

26. What is the total number of EAP sessions allowed per person per year and is an eligible person allowed to use EAP services more than once per year for different issues?

A: Three sessions are allowed per person per issue on an annual basis.

27. What is the contract start date?

A: January 2, 2017

28. What languages are services required in?

A: English.

29. Do any employees fall under DOT regulations? If so how many?

A: Yes, approximately 115.

30. How has the EAP historically been promoted to employees – what promotion methods have been utilized?

A: EAP is promoted to employees through vendor provided materials (brochures, posters, and flyers). The City also reviews the benefit in the Personnel Rules and Regulations, provided to all employees.

31. Do you prefer onsite orientations?

A: Yes.

32. What is your targeted decision date?

A: First week in December.

33. Shall we list any additional services for them that we provide?

A: Yes, additional services available should be provided in the contract along with the cost of the service.

34. The RFP references an attachment: the current EAP policy. Will the City be providing this?

A: See attached.

35. The RFP does not reference any need for specific support for compliance with DOT (Dept of Transportation) regulated employee situations (i.e. DOT regulated drivers failing drug tests)? Please confirm and detail the support the City will require from the selected EAP vendor.

A: DOT regulated employees that who fail drug and/or alcohol testing would be subject to a mandatory referral to a Substance Abuse Professional (SAP) for assessment and formulation of a treatment plan. The EAP provider would need to be able refer the individual to an SAP.

36. Are part-time employees entitled to EAP benefits?

A: Yes.

37. Do you need onsite critical incident debriefing services?

A: Yes.

38. What is your preferred rate quote- pepy, pepm, flat rate, etc.?

A: We do not have a preferred method.

39. Is the City's health insurance self-funded?

A: No.

All other terms, conditions and specifications remain the same.

Please acknowledge this addendum by signing the acknowledgement below and returning this page with your bid. If you have already submitted a bid and would like to make a change reflecting this addendum, you may request in writing your bid be returned to you.

The following Addendum(s) is/are hereby acknowledged:

Addendum No. 1 – Issued October 17, 2016

Business Name

Name (print or type)

Signature

Anthem Life Insurance Company

**EMPLOYEE ASSISTANCE PROGRAM
GROUP EAP AGREEMENT**

("EAP Agreement")

for

City of Bangor

Anthem Life Insurance Company (herein referred to as "EAP Service Provider") agrees to provide the Employee Assistance Program services (EAP Services) herein specified for Group.

EAP AGREEMENT EFFECTIVE DATEOctober 7, 2016

This EAP Agreement becomes effective at 12:01 a.m., on the Effective Date.

A Binding Arbitration Clause is included in this EAP Agreement.

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ARTICLE I

DEFINITIONS

The following terms, when used in this EAP Agreement or any amendments, riders, exhibits or schedules hereof, are defined as follows:

- 1.1 **EAP Services** mean those services delineated in the SERVICES EXHIBIT that an EAP Participant is entitled to receive as a result of or pursuant to this EAP Agreement, and that are hereby incorporated by reference into and subject to the terms of this EAP Agreement.
- 1.2 **EAP Agreement or Agreement** means the contract entered into between EAP Service Provider and a Group under which EAP Service Provider provides EAP Services to EAP Participants. EAP Agreement(s) includes arrangements established by EAP Service Provider, or by persons or entities utilizing the EAP Practitioner, pursuant to a contract with EAP Service Provider.
- 1.3 **Group** means any Employer, Labor Union or labor management Trust Fund, association, or other Group to which this EAP Agreement is issued.
- 1.4 **EAP Practitioner** means, with regard to any health-related services provided under this Agreement, an appropriately licensed health care professional who has agreed to provide EAP Services for EAP Participants. In limited situations involving health-related services, EAP Practitioner can also include licensed health care professionals who are not participating in the applicable EAP network, but who have been approved by EAP Service Provider and have agreed to perform a one-time or set number of EAP Services for a particular EAP Participant. For non-health-related services provided under this Agreement, including but not limited to legal consultations, financial consultations, and concierge or convenience services, EAP Practitioner means an appropriately trained and/or licensed professional approved by and/or with an agreement with EAP Service Provider to provide a one-time or set number of EAP Services to an EAP Participant.
- 1.5 **EAP Participant(s)** means an Eligible Employee and any Eligible Household Members who are entitled to EAP Services under this Agreement and for whom Eligible Employee Fees are paid by Group.
- 1.6 **Eligible Employee(s)** means the Group's Full and Part-Time employees as determined and specified by the Group. Eligible Employee(s) may also include other employees, as otherwise agreed upon by Group and EAP Service Provider.
- 1.7 **Eligible Household Member(s)** means the spouse, domestic partner, dependents, and others whose place of residence is the same as the Eligible Employee, and/or those dependents who do not share the same residence as the Eligible Employee but due to applicable state law or court order are required to be covered under this EAP Agreement.

ARTICLE II

ELIGIBLE EMPLOYEE FEE

- 2.1 Group shall pay to EAP Service Provider a monthly fee and any other charges ("Eligible Employee Fee") to cover all EAP Participants. The amount of the Eligible Employee Fee and payment specifications under this EAP Agreement are set forth in the ELIGIBLE EMPLOYEE FEE EXHIBIT.
- 2.2 EAP Service Provider shall not increase the Eligible Employee Fee, except upon at least sixty (60) calendar days advance written notice to Group.
- 2.3 The Group will pay all Eligible Employee Fees, unless other provisions for payment are agreed to in advance by EAP Service Provider.
- 2.4 If a state or any other taxing authority imposes a tax on EAP Service Provider that is based on the Eligible Employee Fee, the Eligible Employee Fee stated in this EAP Agreement will be increased by an amount sufficient to cover that tax. This increase will begin on the date the tax goes into effect. Any subsequent change to the tax may result in a further increase in Eligible Employee Fee.

ARTICLE III

EAP SERVICES, EXCLUSIONS, LIMITATIONS AND ADMINISTRATIVE POLICIES

- 3.1 EAP Service Provider and Group agree that EAP Service Provider or its designee shall provide EAP Services to EAP Participants under this EAP Agreement as set forth in SERVICES EXHIBIT.
- 3.2 EAP services do not include assessment or treatment by a psychiatrist.
- 3.3 EAP Service Provider may assist EAP Participants to obtain necessary and appropriate levels of care in the community or through the EAP Participant's health plan.

ARTICLE IV

HOW TO OBTAIN EAP SERVICES

- 4.1 All EAP Services must be obtained by contacting EAP Service Provider directly for authorization and referral for EAP Services to an EAP Practitioner. EAP Service Provider does not reimburse EAP Participants for unauthorized treatment or services obtained from non-EAP Practitioners. EAP Service Provider maintains an online EAP Practitioner directory and a 24-hour toll-free or local telephone number to find an EAP Practitioner. In non-emergency situations, EAP Participants are provided names of EAP Practitioners or other resources. When the EAP Participant contacts the EAP Service Provider to obtain non-emergency EAP Services, the EAP Service Provider will conduct a telephone assessment. The telephone assessor will make a good faith effort to: provide crisis intervention over the telephone; arrange an appointment with an EAP Practitioner, or if an EAP Practitioner is not reasonably available or accessible, provide access to a licensed mental health professional in the EAP Participant's area and/or provide names of licensed mental health professionals in the area; or direct the EAP

Participant in obtaining more intensive, acute care services. EAP Services are not intended to be emergency services. Any EAP Participant calling for an emergency or urgent situation will be immediately referred to a licensed mental health professional or an appropriate facility.

ARTICLE V

ELIGIBILITY

- 5.1** EAP Participants employed on the day this EAP Agreement begins will be able to obtain EAP Services on the EAP Agreement Effective Date. The ability to obtain EAP Services under this EAP Agreement will terminate at 11:59 P.M. on the last day of an EAP Participant's eligibility or termination of this Agreement, whichever occurs first.
- 5.2** The Group shall provide a count of all Eligible Employees upon implementation of this EAP Agreement. The Group shall inform the EAP Service Provider when the count varies by 10% from any previous report.
- 5.3** Only EAP Participants are eligible for services under this EAP Agreement.
- 5.4** Group shall be responsible for determining Eligible Employees. Any disputes or inquiries regarding eligibility (including renewal and reinstatement) shall be referred by the EAP Service Provider to the Group, which shall advise the EAP Service Provider of its determination.
- 5.5** Eligibility under this EAP Agreement shall be limited to residents of the United States, including any U.S. Territories.
- 5.6** EAP Service Provider shall have the sole right to terminate eligibility of any EAP Participant who uses threatening or aggressive behavior.

ARTICLE VI

COMMENCEMENT AND DURATION OF THIS EAP AGREEMENT TERMINATION - RENEWAL

- 6.1** EAP Service Provider shall have the sole right to change EAP Services or other provisions in this EAP Agreement upon at least sixty (60) days advance written notice to Group. If Group does not object or reject such changes before the 60 day notice period expires, such changes shall be deemed accepted by the Group.
- 6.2** The Initial Term of this EAP Agreement shall be three months beginning on the Effective Date of this EAP Agreement and shall automatically renew for one year periods (hereinafter the "Renewal Term") unless at least thirty (30) calendar days prior to the end of the Initial Term or any Renewal Term, the Group or EAP Service Provider provides the other party with written notice of termination.
- 6.3** Should either party be in default by the failure to reasonably perform any of the covenants and conditions contained herein, the non-defaulting party shall have the right to give the defaulting party written notice of the default. The defaulting party shall have thirty (30) days from the receipt of written notice to remedy the breach, default or failure to perform. If the default is not cured within the time period noted, the EAP Agreement

will automatically terminate. EAP Service Provider may, at its sole discretion, reinstate this EAP Agreement after receipt of the proper Eligible Employee Fee if such payment is received on or before the due date of the succeeding payment. Both parties may terminate this EAP Agreement immediately if the other party should engage in fraudulent conduct with respect to this EAP Agreement.

- 6.4** Notwithstanding any other provision, this EAP Agreement may be terminated at any time by Group or EAP Service Provider upon at least ninety (90) days written notice to the other.
- 6.5** In the event of termination of this EAP Agreement, EAP Service Provider agrees that EAP Practitioner will complete the provision of EAP Services that were, in EAP Service Provider's reasonable opinion, being delivered prior to such termination and continuity of care warrants completion of such services subject to applicable EAP Services covered by this Agreement (hereinafter "Post Termination Services"). In the event EAP Service Provider provides Post Termination Services, both parties agree that those Post Termination Services shall be provided and reimbursed by Group in accordance with the terms of this Agreement.

ARTICLE VII

ADMINISTRATION

- 7.1** EAP Service Provider agrees to investigate and resolve any complaints or grievances received from EAP Participants with regard to EAP Services in accordance with the Grievance Procedures provisions stated in the Combined Evidence of Coverage and Disclosure Form. Disputes between the Group and EAP Service Provider will be resolved in accordance with the ARBITRATION EXHIBIT attached to this EAP Agreement.

ARTICLE VIII

PROFESSIONAL-PATIENT RELATIONSHIP

- 8.1** EAP Service Provider will make every reasonable effort to arrange for EAP services as herein provided in accordance with the prevailing national and regional professional standards.
- 8.2** Group understands and acknowledges that the relationship between the EAP Participant and EAP Practitioners and other participating professionals shall be subject to the rules, limitations, and privileges incident to any professional relationship, including but not limited to the doctor-patient or therapist-patient relationship. EAP Service Provider shall be solely responsible, without interference from Group or any of its agents, to the EAP Participant for arranging EAP Services, subject to Section 8.3.
- 8.3** Group understands and acknowledges that the operation and maintenance of the EAP Practitioners' offices and the provision of all services shall be solely and exclusively under the control and supervision of the EAP Practitioner, including, but not limited to, all authority and control over the selection of staff, supervision of personnel and operation of the professional practice, and/or the provision of any particular professional service or treatment.

ARTICLE IX

GENERAL PROVISIONS

- 9.1** Group understands and acknowledges that this EAP Agreement provides EAP Services only, is not an insurance policy, and does not indemnify nor reimburse any EAP Participant or Group for the cost of health care services.
- 9.2** EAP Service Provider will furnish promotional materials to Group as agreed upon. Group shall distribute only approved EAP materials to EAP Participants.
- 9.3** Unless prohibited by applicable state or federal law, any dispute or controversy arising between Group and EAP Service Provider or between an EAP Participant and EAP Service Provider, involving this EAP Agreement, any of its terms and conditions, its breach or nonperformance shall be settled pursuant to the BINDING ARBITRATION EXHIBIT attached to this EAP Agreement.
- 9.4** Group, together with its respective successors and assignees, agrees to indemnify, defend, and save EAP Service Provider, its parent, affiliates, subsidiaries and their respective officers, directors, employees and agents harmless from and against all loss, cost, claims, actions, and liabilities, including reasonable attorney's fees, arising in connection with this EAP Agreement as a result of, or attributable to, the intentional act or gross negligence of Group, or misconduct of group, or Group's officers, directors, employees, or agents.
- 9.5** EAP Service Provider agrees to indemnify, defend, and save Group, its parent, affiliates, subsidiaries and their respective officers, directors, employees and agents harmless from and against all loss, cost, claims, actions, and liabilities, including reasonable attorney's fees, arising in connection with this EAP Agreement as a result of, or attributable to, the intentional act or gross negligence of EAP Service Provider, or EAP Service Provider's officers, directors, employees, or agents.
- 9.6** Whenever it shall become necessary for either party to serve notice on the other respecting this EAP Agreement, such notice shall be in writing and shall be served by certified mail, return receipt requested, addressed as follows:
- a.** If served on Group, it shall be addressed to:
City of Bangor
73 Harlow Street,
Bangor, ME 04401
207.992.4200
 - b.** If served on EAP Service Provider, it shall be addressed to:
Anthem Blue Cross and Blue Shield of Maine C/O Anthem EAP
2 Gannet Drive
South Portland, ME 04106
800.999.7222
- 9.7** EAP Service Provider shall maintain an EAP Practitioner network to provide EAP Services to Group. Subject to applicable Maine state or federal law and regulation, EAP Service Provider shall have final authority to interpret its contracts with providers, and the Group agrees that (a) it is not a party to EAP Service Provider's contracts with providers and (b) it will accept EAP Service Provider's interpretations of said contracts. Furthermore, EAP Service Provider shall have full authority and discretion to resolve any

questions or disputes with providers that participate in any of EAP Service Provider's provider networks, except as applicable law provides for judicial or regulatory review of such disputes, and the Group will accept said resolution of such matters as final.

- 9.8** In the event that EAP Service Provider fails to pay the EAP Practitioner for costs of EAP Services, the EAP Participant shall not be liable to the EAP Practitioner for any sums owed. EAP Service Provider does not pay non-EAP Practitioners nor reimburse EAP Participants for any sums they may pay directly to any EAP Practitioner for services rendered.
- 9.9** If any provision of this EAP Agreement is held to be illegal or invalid for any reason, such decision shall not affect the validity of the remaining provisions of this EAP Agreement, and such remaining provisions shall continue in full force and effect unless the illegality or invalidity prevents the accomplishment of the objectives and purposes of this EAP Agreement.
- 9.10** In the event Group is regulated under the Employee Retirement Income Security Act of 1974 (ERISA), Group covenants and agrees that it and not EAP Service Provider shall be responsible for meeting all requirements of ERISA. EAP Service Provider will cooperate with Group in supplying Group with any information within its possession to aid Group in meeting any ERISA reporting requirements.
- 9.11** In the event Group is subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and any regulations adopted thereunder, or any similar state law requiring the continuation of EAP Services for EAP Participant, and the EAP Participant is eligible to retain EAP Services under the EAP Agreement during any continuation period or election period, the Group must continue to certify the eligibility of the EAP Participant and/or pay the monthly eligible employee fee for continuation coverage.
- 9.12** EAP Service Provider may designate an account manager who shall serve as the liaison between EAP Service Provider and Group.
- 9.13** The relationship between Group, EAP Service Provider and EAP Practitioner arising from this EAP Agreement is that of independent contractors. Neither this EAP Agreement, nor the activities of Group, EAP Service Provider and EAP Practitioner pursuant to this EAP Agreement, shall constitute the parties as joint venturers, partners, principal and agent, master and servant, or employer and employee; and neither party shall hold itself out to the public as having other than an independent contractor relationship with the other party. None of the parties shall have the power to bind or obligate the other party in any manner, other than as is expressly set forth in this EAP Agreement.
- 9.14** This EAP Agreement is non-assignable by either party without the prior written consent of the other party. EAP Service Provider may, in its sole discretion, delegate administrative functions to a vendor, successor, subsidiary, affiliate, parent or any other entity under its control. This EAP Agreement is entered into by and between the parties identified herein and for their benefit and the benefit of only the parties. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any EAP Participant or third party, other than the parties, that may be affected by the operation of this EAP Agreement, and no such EAP Participant or third party shall have any right to enforce any right or claim any benefit created or established under this EAP Agreement.

- 9.15 This EAP Agreement, together with the Combined Evidence of Coverage and Disclosure Form, any endorsements and amendment, constitute the entire EAP Agreement of the parties. This EAP Agreement may only be changed by a written modification signed by EAP Service Provider.
- 9.16 To the extent not preempted by federal law or regulation, this Agreement will be governed, interpreted and enforced to remain in the compliance with the laws of the state of Maine along with applicable federal statutes and regulations. Nothing contained in this Agreement will be construed as EAP Service Provider doing business in any state or jurisdiction in which it is not duly authorized.

Anthem Life Insurance Company

City of Bangor

<i>Signature</i>	<i>Signature</i>
<i>Printed Name</i>	<i>Printed Name</i>
<i>Title</i>	<i>Title</i>
<i>Street Address</i>	<i>Street Address</i>
<i>City, State, Zip</i>	<i>City, State, Zip</i>
<i>Date</i>	<i>Date</i>
	<i>Tax I.D. #</i>

SERVICES EXHIBIT

EAP SERVICES, EXCLUSIONS & LIMITATIONS

A. EAP CORE SERVICES are included in all group agreements

1. Up to 3 in-person counseling sessions per unique presenting problem, per 12 month period, per EAP Participant. In-person counseling sessions shall be per unique presenting problem for issues or concerns directly impacting the EAP Participant. In-person Counseling services are provided when the EAP assessment reveals that the presenting problem has a reasonable and likely chance of improving as a result of short-term in-person counseling that is focused on problem resolution. Notwithstanding any provision to the contrary, EAP Service Provider shall not cover any in-person counseling sessions beyond the limit noted above, unless agreed to in writing by EAP Service Provider.
2. Referral to appropriate healthcare benefit and/or clinical resources in the community in situations where the EAP Participant's presenting problem warrants long-term treatment, hospitalization or a more specialized level of care.
3. 24 hours per day/ 7 days per week/ 365 days per year toll-free telephone access to a mental health clinician.
4. Legal Referrals & Discounted Fees: One free 30-minute telephone or in-person consultation with a licensed attorney.
5. Financial Consultation: Unlimited telephone consultations with an appropriate Financial Consultant.
6. Identity Monitoring and Theft Recovery: Credit monitoring and telephone consultation to help recovery from and minimize the impact of a breach of identity.
7. Tobacco Cessation: online educational tools and telephone consultation with a tobacco cessation coach, unlimited access to the EAP website for information and referral.

B. EAP BASIC SERVICES

EAP Basic Services

By checking this box, Group has elected to receive the Core Services as listed in section A as well as the Basic Services listed in section B. Fees and charges for the EAP Basic Services shall be in accordance with the *Eligible Employee Fee Exhibit* attached to this EAP Agreement.

1. **Program Orientation**
 - a. EAP orientation for employees and managers/supervisors/HR staff on how to access EAP services is available on the EAP website.
2. **Training**
 - a. On a fee for service basis, onsite services including training for managers, supervisor and employees, wellness seminars and representation at health fairs.

3. Critical Incident Stress Management (CISM)

- a. Critical Incident Stress Management services will be provided to the Group in response to a significant traumatic event in the workplace. Consultation is provided to assist Group in organizing and planning its response to a traumatic event.

4. Critical Incident Response (CIR)

- a. On a fee for service basis, Critical Incident Response services are available to members when they have experienced a traumatic event at work. A licensed clinician will be located onsite to meet with affected employees, to educate and process their experiences and reactions in a group setting. CIRs are subject to the limitations of the attached Agreement, the covered EAP Services and corresponding exclusions.

5. Work Life Services

- a. Information and web based referrals for child and adult care, and daily living resources are available on the EAP website.

6. Promotional Materials

- a. Promotional materials will be provided that explain the EAP Services and assist Group in promoting the EAP to employees. Within a reasonable period of time after the execution and effective date of the Agreement, the EAP Service Provider will provide the Group with appropriate promotional materials. On an annual basis the group may request additional documents to educate new employees, and a reasonable supply as determined by EAP Service Provider in order to re-educate existing employees. EAP Service Provider shall send such materials to the Group in bulk, unless mutually agreed to otherwise by both parties.
- b. The EAP Service Provider will periodically distribute electronic materials such as monthly promotions to Group's designated recipient(s).

7. Activity Reporting

- a. An annual utilization report will be provided to the Group upon request.

C. EAP ENHANCED SERVICES

EAP Enhanced Services

By checking this box, Group has elected to receive the Core Services as listed in section A as well as the Enhanced Services listed in section C. Fees and charges for the EAP Enhanced Services shall be in accordance with the *Eligible Employee Fee Exhibit* attached to this Agreement.

1. Program Orientation

- a. EAP Service Provider shall supply Group with an Employee Orientation program designed to introduce and train employees on the available EAP services.

2. Personalized Account Management

- a. A designated Account Manager will serve as a clinical and account liaison between the EAP Service Provider and Group to ensure overall success of the EAP.
 - b. Consultation with the Group regarding the EAP Services, including program design, development and implementation of such EAP Services.
- 3. Bank of EAP Training and Critical Incident Response Hours (Not Applicable)**

- a. EAP Service Provider agrees to provide a bank of [INSERT NUMBER] hours per contract year that may be used for onsite events such as EAP workshops/training sessions, EAP representation at health/wellness/benefits fairs, or Critical Incident Responses (CIRs). A CIR is provided onsite to employees in response to a traumatic event in the workplace. CIRs are subject to the limitations of the attached Agreement, the covered EAP Services and corresponding exclusions. Additional Training or CIR hours shall be billed at a fee for service rate.

OR

3. EAP Training and Critical Incident Response Services.

a. Trainings

- i EAP Service Provider agrees to provide a total of one onsite or webinar training hour per contract period made available upon Group's request for workshops and training sessions, and/or EAP representation at health/wellness/benefits fairs. Additional hours shall be billed at a fee for service rate.

b. Critical Incident Response (CIR)

- i A licensed clinician is provided onsite to meet with affected employees in response to a traumatic event in the workplace.
- ii EAP Service Provider agrees to provide or conduct up to one CIR hour per contract period for Group upon request. CIRs are subject to the limitations of the attached Agreement, the covered EAP Services and corresponding exclusions. Additional hours shall be billed at a fee for service rate.

4. Consultations

- a. Unlimited telephone consultation available for management in regard to workplace related issues.
- b. Unlimited Critical Incident Stress Management Consultation (CISM) provided to assist Group in organizing and planning its response to a significant traumatic event in the workplace.
- c. Consultations to management regarding reorganizations that affect employees.
- d. Consultations to employees and management to assist with the successful reintegration of employees who are returning to work after an

extended absence for behavioral health or substance abuse issues. Consultation on Group's policy and procedures related to Drug-Free Workplace, Department of Transportation requirements and substance abuse.

5. Promotional Materials

- a. Materials will be provided that explain the EAP Services and assist Group in promoting the EAP to employees. Materials will be provided within a reasonable period of time after the execution and effective date of the Agreement, by the EAP Service Provider. On an annual basis the group may request replacement documents to educate new employees, and a reasonable supply as determined by EAP Service Provider in order to re-educate existing employees. EAP Service Provider shall send such materials to the Group in bulk, unless mutually agreed to otherwise by both parties.
- b. The EAP Service Provider will periodically distribute electronic materials such as monthly and quarterly promotions to Group's designated recipient(s).

6. Work Life Service

- a. Unlimited consultation to provide resources and information related to child/adult care and daily living issues. This includes telephone consultations, live chat and online web-based self search.

7. Activity Reporting

- a. Depending on group size and plan design the Group will receive either Quarterly, Semi-Annual or Annual EAP utilization reports with program recommendations.

LIMITATIONS

1. In those situations where the EAP Participant's needs are beyond the scope of the EAP Services described herein or as reasonably interpreted by EAP Service Provider, the EAP Participant may be referred to a local resource or the Group's group health plan or health benefit/insurance plan for services that are not a part of or covered by the terms of this Agreement.
2. Under the terms of this Agreement, Critical Incident Stress Management shall be limited to "short-term" interventions Service hours in excess of the contracted upon amount shall be billed on a fee for services basis.
3. EAP Service Provider will not be liable for any failure to perform any of its obligations hereunder by reason of acts of God or the elements; acts, delays and failures to act by governmental authorities; riots, insurrections, terrorism, sabotage and war; interruption, suspension, curtailment or other disruption of utilities; or other matters beyond such party's reasonable control.

EXCLUSIONS - EAP Services do not include the following:

1. EAP Service Provider is not responsible for the inclusion or exclusion of any particular service or benefit under an EAP Participant's other coverage, such as a group health plan or health benefit/insurance plan.

2. Evaluations or reports for a legal proceeding.
3. Fitness-For-Duty Evaluations.
4. DOT (Department of Transportation) Evaluations
5. Authorizations for an employee to take a leave of absence or time off from the workplace.
6. Counseling mandated by a court of law or government agency.
7. Specialized treatment or evaluations required as a condition of parole, probation, custody, visitation or forensic evaluations.
8. Expenses related to Substance Abuse Professional (SAP) services.
9. Determinations or reports related to Family Medical leave Act or Short/Long Term Disability.
10. Any onsite service where the safety of the provider would be considered at risk.

LIMITATIONS

1. In those situations where the EAP Participant's needs are beyond the scope of the EAP Services described herein or as reasonably anticipated by EAP Services Provider, the EAP Participant may be referred to a local resource or the Group's group health plan or health benefit/insurance plan for services that are not a part of or covered by the terms of this Agreement.
2. Under the terms of this Agreement, Critical Incident Stress Management shall be limited to "short-term" interventions. Services hours in excess of the contracted upon amount shall be billed on a fee for services basis.
3. EAP Service Provider will not be liable for any failure to perform any of its obligations hereunder by reason of acts of God or the elements; acts, delays and failures to act by governmental authorities; data, transmission, technical, sabotage and war, insurrection, suspension, curtailment or other disruption of utility; or other matters beyond such party's reasonable control.

EXCLUSIONS - EAP Services do not include the following:

1. EAP Service Provider is not responsible for the inclusion or exclusion of any particular service or benefit under an EAP Participant's other coverage, such as a group health plan or health benefit/insurance plan.

ELIGIBLE EMPLOYEE FEE EXHIBIT

1. The Eligible Employee Fee is \$1.07 per Eligible Employee per month.
2. On-site Critical Incident Stress Management services as outlined in SERVICES EXHIBIT, will be billed at \$300.00 per hour, per service provider. If the SERVICES EXHIBIT specifies a number of hours provided for this service, this fee applies only to the additional hours provided in excess of that amount.
3. Critical Incident Response services as outlined in SERVICES EXHIBIT, will be billed at \$300.00 per hour, per presenter. If the SERVICES EXHIBIT specifies a number of hours provided for this service, this fee applies only to the additional hours provided in excess of that amount.
4. On site Employee Training or Educational Workshops as outlined in SERVICES EXHIBIT, will be billed at \$250.00 per hour, per presenter. If the SERVICES EXHIBIT specifies a number of hours provided for this service, this fee applies only to the additional hours provided in excess of that amount.
5. Additional EAP Services and alternative rate schedules may be available to the Group upon EAP Service Provider's discretion and written agreement.
6. The Group will reimburse all reasonable travel costs of EAP Service Provider and/or subcontracted vendors retained by EAP Service Provider to provide any additional services beyond those listed in this Agreement.

BINDING ARBITRATION EXHIBIT

ALL DISPUTES INCLUDING BUT NOT LIMITED TO DISPUTES RELATING TO THE DELIVERY OF SERVICES UNDER THE POLICY/PLAN OR ANY OTHER ISSUES RELATED TO THE POLICY/PLAN AND CLAIMS OF MEDICAL MALPRACTICE MUST BE RESOLVED BY BINDING ARBITRATION, IF THE AMOUNT IN DISPUTE EXCEEDS THE JURISDICTIONAL LIMIT OF SMALL CLAIMS COURT. It is understood that any dispute including disputes relating to the delivery of services under the plan or any other issues related to the plan, including any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by Maine law, and not by a lawsuit or resort to court process except as Maine law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. YOU AND ANTHEM LIFE INSURANCE COMPANY AGREE TO BE BOUND BY THIS ARBITRATION PROVISION AND ACKNOWLEDGE THAT THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION IS WAIVED FOR BOTH DISPUTES RELATING TO THE DELIVERY OF SERVICE UNDER THE POLICY/PLAN OR ANY OTHER ISSUES RELATED TO THE POLICY/PLAN AND MEDICAL MALPRACTICE CLAIMS.

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this Binding Arbitration provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, state law governing agreements to arbitrate shall apply.

The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

The arbitration is initiated by the Member making a written demand on Anthem Life Insurance Company. The arbitration will be conducted by a single neutral arbitrator from Judicial Arbitration and Mediation Services ("JAMS"), according to JAMS' applicable Rules and Procedures. If for any reason JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by a single neutral arbitrator from another neutral arbitration entity, by agreement of the Member and Anthem Life Insurance Company or by order of the court, if the Member and Anthem Life Insurance Company cannot agree. If the parties cannot agree on the individual neutral arbitrator, the arbitrator will be selected in accordance with JAMS Rule 15 (or any successor rule).

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. Unless You and Anthem Life Insurance Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.