

4386-10

**AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES**

by and between:

**SEDGWICK COUNTY, KANSAS**

and

**EMPAC, Inc.**

This Agreement made and entered into this 29<sup>th</sup> day of JUNE, 2017, by and between Sedgwick County, Kansas ("County") and EMPAC, Inc., a Kansas corporation ("Contractor"). This Agreement will be effective January 1, 2018. This Agreement will begin January 1, 2018.

WITNESSETH:

**WHEREAS**, pursuant to a request by County (RFP #17-0013), Contractor has submitted a proposal to provide employee assistance program services; and

**WHEREAS**, County desires to engage Contractor to provide said services; and

**WHEREAS**, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. **Purpose and Scope of Work.** Contractor shall provide employee assistance program services as detailed within County RFP #17-0013 and Contractor's response to RFP #17-0013, which are attached hereto and incorporated herein by reference as part of this Agreement. The parties agree that time is of the essence in Contractor's performance of this Agreement.

2. **Term.** The initial term of this Agreement shall be for three (3) years, beginning January 1, 2018, with two (2) one (1) year options to renew, at County's sole discretion.

3. **Incorporation of Documents.** Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment), Appendix B (Fees), RFP #17-0013, and Contractor's response to RFP #17-0013 are attached hereto and are made a part hereof as if fully set forth herein.

[remainder of this page intentionally left blank]

## General Terms and Conditions

4. **Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

5. **Authority to Contract.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

6. **Compensation.** County agrees to pay and Contractor agrees to accept as compensation for goods and services provided pursuant to this Agreement the fees set forth in Contractor's Response to RFP #17-0013, attached hereto and incorporated herein by reference. These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment and/or services, and shall be the sole compensation rendered to Contractor hereunder.

7. **Invoicing and Billing.** Contractor shall submit all invoices to Sedgwick County Finance, Accounts Payable. Invoices may be submitted electronically (AP\_Invoices@sedgwick.gov), via fax (316.941.5127), or by mail to the following address: Sedgwick County Finance, Attention: Accounts Payable, 525 N. Main, Ste. 823, Wichita, Kansas 67203.

Invoices must include the following information:

- a. Invoice number
- b. Invoice date
- c. Supplier's name and address
- d. Customer's name and address
- e. Sedgwick County PO number (for PO purchases only)
- f. Sedgwick County contact name and department (for non-purchase order purchases)
- g. Details of the goods and/or services provided
  1. Include location address (if applicable)
- h. Goods quantity
- i. Prices of goods and/or services
- j. Total amount due
- k. Additional charges (i.e., freight) (must be listed as a separate invoice item)

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County.

8. **Warranties and Representation.** Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Agreement both as to time and quantities, with County reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Contractor must notify County immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, County reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

9. **Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

**County:** Sedgwick County Division of Health  
Attn: Contract Notification  
1900 E. 9<sup>th</sup> Street  
Wichita, Kansas 67214

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, Kansas 67203-3790

**Contractor:** EMPAC, Inc.  
Attn: Heath W. Bechler  
300 W. Douglas, Ste. 930  
Wichita, Kansas 67202

10. **Termination.**

A. **Termination for Cause.** In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. **Termination for Convenience.** County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of

such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. **Reduction in Funds.** It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

11. **Hold Harmless.** Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

12. **Liability Insurance.** Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

<b>Worker's Compensation</b> Applicable State Statutory Employer's Liability	
<b>Employer's Liability Insurance:</b>	\$100,000.00
<b>Commercial General Liability Policy</b>	
Each occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Personal Injury:</b>	
Each person aggregate	\$500,000.00
General aggregate	\$500,000.00
<b>Automobile Liability</b>	
Combined single limit	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

13. **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

14. **Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

15. **Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

16. **Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

17. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

17. **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

19. **Force Majeure.** Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

20. **Order of Preference.** Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document
- d. The RFP (if applicable)
- e. Contractor's written response to the RFP (if applicable)

21. **Environmental Protection.** Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

22. **Nondiscrimination and Workplace Safety.** Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace

safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

**23. Retention of Records.** Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available to County at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

**24. Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by Contractor in relation to this Agreement shall be owned by County and shall be handed over and/or returned to County upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the County.

**25. Intellectual Property Rights.** As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

EMPAC, INC.

Joseph Thomas  
Joseph Thomas  
Purchasing Director

Heath W. Bechler, CEO  
Heath W. Bechler  
Chief Executive Officer

APPROVED AS TO FORM ONLY:

Karen L. Powell  
~~Misha C. Jacob Warren~~ Karen L. Powell  
Deputy Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold  
Kelly B. Arnold  
County Clerk



APPENDIX A  
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

**"The Provisions found in the Sedgwick County Mandatory Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof. In the event of conflict between the provisions of this Agreement and the Sedgwick County Mandatory Contractual Provisions Attachment, the terms of the Sedgwick County Mandatory Contractual Provisions Attachment will control. "**

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the 29<sup>th</sup> day of JUNE, 2017.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.  
  
County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality:** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws:** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the



County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.  
  
Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.



**XI. Response Form**

**REQUEST FOR PROPOSAL**

**#17-0013**

**EMPLOYEE ASSISTANCE PROGRAM SERVICES**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME EMPAC, INC

DBA/SAME \_\_\_\_\_

CONTACT Heath W. Bechler

ADDRESS 300. W. Douglas, Ste. 930 CITY/STATE Wichita, KS ZIP 67202

PHONE (316) 265-9922 FAX (316) 265-9427 HOURS M-Th 8am-8pm; F 8am-5pm

STATE OF INCORPORATION or ORGANIZATION Kansas

COMPANY WEBSITE ADDRESS www.empac-eap.com EMAIL empac@empac-eap.com

NUMBER OF LOCATIONS 1 NUMBER OF PERSONS EMPLOYED 12

TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Other (Describe): 501c(4) not for profit

BUSINESS MODEL: Small Business  Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_

Dealer \_\_\_\_\_ Other (Describe): \_\_\_\_\_

Not a Minority-Owned Business:  Minority-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_\_\_ African American (05) \_\_\_\_ Asian Pacific (10) \_\_\_\_ Subcontinent Asian (15) \_\_\_\_ Hispanic (20)

\_\_\_\_ Native American (25) \_\_\_\_ Other (30) - Please specify \_\_\_\_\_

Not a Woman-Owned Business:  Woman-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_\_\_ Not Minority -Woman Owned (50) \_\_\_\_ African American-Woman Owned (55)

\_\_\_\_ Asian Pacific-Woman Owned (60) \_\_\_\_ Subcontinent Asian-Woman Owned (65) \_\_\_\_ Hispanic Woman Owned (70)

\_\_\_\_ Native American-Woman Owned (75) \_\_\_\_ Other - Woman Owned (80) - Please specify \_\_\_\_\_

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: \_\_\_\_\_ Yes \_\_\_\_\_ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII:  Yes \_\_\_\_\_ No

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp).

NO. 1, DATED 4/3/17; NO. 2, DATED 4/7/17; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature *Heath W. Bechler*, CEO Title CHIEF EXECUTIVE OFFICER

Print Name HEATH W. BECHLER Dated April 25<sup>th</sup>, 2017

CC. Briefly indicate the main attributes that differentiate your company from your competitors.

*Direct relationship. EMPAC is the only local EAP in the region, and prides itself on allowing its customers a direct line to our team any time they need us. We only provide EAP services, not managed care, outpatient counseling available to the general public, or some other insurance or benefit. We focus on serving you directly.*

DD. Is your company a subsidiary or affiliate of another company?

*No. EMPAC is a stand-alone 501c(4) not for profit organization.*

EE. Describe any pending arrangements to merge or sell your company.

*EMPAC does not have any such pending arrangements.*

X. Pricing Information

	Price Per Employee Per Month	
Initial Term – Three (3) years	\$0.81/mo	\$9.72/yr
Renew Option Year One (1)	\$0.98/mo	\$11.76/yr
Renew Option Year Two (2)	\$1.13/mo	\$13.56/yr

The fee proposed should be stated on a per employee per year basis. The fee(s) for all services listed in this document should be included. If there are any additional extra cost services available, they may be included in the proposal but should be clearly identified as additional cost items. All prices for the initial term shall be firm and fixed.

April 25th, 2017  
Kara Kingsley  
Sedgwick County Division of Purchasing  
525 N. Main, Ste. 823  
Wichita, KS 67203


Re: Request for Proposal #17-0013  
Employee Assistance Services

EMPAC is submitting this response to Sedgwick County's request for proposal for Employee Assistance Program services. EMPAC has worked closely with the County and its employees for years, providing exceptional service and care to its many employees and their families. Our team is excited to continue our partnership with Sedgwick County. Since we began our partnership with the County, EMPAC has strived to become more innovative, and have expanded the types of services that your employees can access. Whether they are struggling with financial difficulties, experiencing marital strain, or coping with anxiety or depression, employees can be confident that EMPAC will be there, to serve them in their time of need.

EMPAC is uniquely qualified to deliver EAP services of the highest quality to the County, its employees and family members. We are a solid company with our roots in Wichita, and have over three decades of partnership with many of Wichita's most respected and well-known employers. We are familiar with the community and have strong relationships with therapist and other community resources throughout the County's catchment area. Our centralized location makes us easily accessible for County employees, and allows us to respond quickly to the needs of the County and develop and maintain close relationships and communications with key County personnel.

Thank you for the opportunity to submit this proposal.

Sincerely,



Heath Bechler, MBA  
Chief Executive Officer  
300 W Douglas, Suite 930  
Wichita, KS 67202  
Phone: 316-265-9922  
Cell: 316-706-7153  
Email: heath@empac-eap.com

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## FIRM PROFILE

Agency Name: EMPAC, Inc. (Employee Assistance Consultants)

Est. 1976

Address: 300 W Douglas, Suite 930  
Wichita, KS 67202

Phone: (316) 265-9922

Toll-Free: (800) 264-0630

Fax: (316) 265-9427

Website: [www.empac-eap.com](http://www.empac-eap.com)

Contact Person:

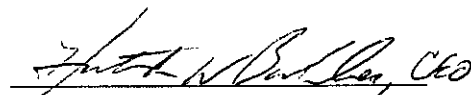
Heath Bechler  
Chief Executive Officer  
[heath@empac-eap.com](mailto:heath@empac-eap.com)  
Phone: (316) 265-9922  
Cell: (316) 706-7153

Our regular business hours for appointments are:

Mondays: 8 a.m. - 8 p.m.  
Tuesdays: 8 a.m. - 8 p.m.  
Wednesdays: 8 a.m. - 8 p.m.  
Thursdays: 8 a.m. - 8 p.m.  
Fridays: 8 a.m. - 5 p.m.

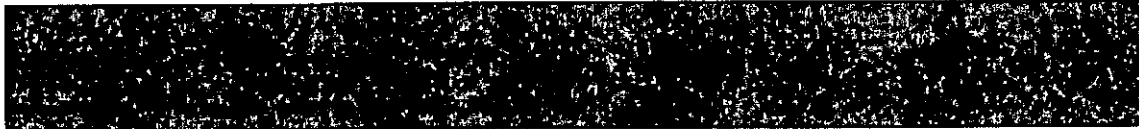
EMPAC, Inc. is a 501c(4) not-for-profit organization.

The signature below signifies that I am an official of EMPAC, and am authorized to contract for this organization.



Heath Bechler  
Chief Executive Officer  
EMPAC, Inc.  
300 W Douglas, Suite 930  
Wichita, KS 67202  
316-265-9922

*April 25, 2017*  
Date





EMPAC, Inc.  
300 W. Douglas, Ste 930  
Wichita, KS 67202  
(316) 265-9922  
(800) 234-0630  
[www.empac-eap.com](http://www.empac-eap.com)

## Background Information

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For nearly 40 years, EMPAC has provided assistance, counseling and education to thousands of employees and their family members so they can live life to the fullest. We currently partner with over 220 employers, with over 75,000 employees, plus household family members. This evidences that we are well-placed to provide those same benefits to the approximately 2,700 Sedgwick County employees, their families and dependent children.

EMPAC's consortium membership is large and diverse, and includes a variety of industries such as government, education, manufacturing, financial institutions, construction, legal, and non-profit organizations. Our clinical staff is experienced and equipped to respond effectively and appropriately to clients of all races, ages, educational backgrounds, employment statuses, and income levels. All of our staff, including our administrative team, is trained and experienced in handling clients ranging from entry-level positions, to supervisors and managers and executives.

## Objectives

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EMPAC believes that healthy employees make for healthy communities. The health of County employees contributes directly to the health of the communities it serves. Additionally, if employees are healthy, their own families are healthy. The effect that our program can provide reaches far beyond the walls of the County administrative building; indeed, it reaches throughout the entire area and beyond.

We are dedicated to providing excellent services to employees and the members of their households, as well as the companies served. Our employer-sponsored services are designed for personal or family issues, including mental health, substance abuse, marital problems, parenting challenges, emotional issues as well as financial and legal concerns. We're here to help equip and empower employees to work through and overcome challenges that may affect their wellness, happiness and productivity, enhancing their life both in and out of the workplace.

Employees, their household family members, and their dependent children are eligible for EAP services through EMPAC to help resolve these issues. Additionally, children who are full-time college students, up to age 25, are also eligible for EAP services, as long as they are attending school in the United States.

Most of the clients who contact the EAP do so on a voluntary basis. These contacts will remain completely confidential, unless reporting or information release is mandated by law. EMPAC is a HIPAA-compliant agency and maintains strict confidentiality of client records. We do not release any information about an individual who has contact with our office without specific, written permission from that individual. Limited Releases of Information are utilized in cases where the employer has requested follow-up reporting (mandated referrals).

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## Scope of Services

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If awarded the contract, EMPAC will deliver the following services as outlined in the proposal document:

### 1. Offer services consistent with County operations, employee demographics, and insurance coverage.

EMPAC prides itself on offering services of the highest-quality to all covered members of our partner companies. We have a strong history of positive relationships with key personnel at Sedgwick County. All employees, as well as their household family members, regardless of their position salary, length of employment, age, race, gender, or creed, will be treated with the same dignity and respect. All will receive a comprehensive assessment of their presenting issues and current needs, a referral to either additional EAP services or to an appropriate community resource. When making their referrals, EAP counselors will consider factors such as culture, generation, lifestyle, and current health insurance coverage. This will ensure the best possible referral source for each individual client. Clinical staff will also provide routine follow up and any necessary case management for all clients, to ensure quality of care and service. If, during the follow up period, the EAP counselor determines that the original referral or resource is not providing appropriate or adequate care in reaching a resolution, he or she will offer further EAP assessment and/or additional referral options to ensure that the client is completely satisfied.

EMPAC can also provide services for County employees or family members whose preferred language is other than English. We have contracted with local bilingual therapists in the Wichita area, to assist us in serving this population. We also can provide telephonic translation services for over 170 different languages, to assist in scheduling appointments, completing assessments, and engaging in therapy. We can also provide in-person translation services, for clients requiring American Sign Language (ASL) interpretation.

### 2. Meet with employees for up to three (3) individual counseling sessions...

EAP services are available to not only County employees, but each immediate family member as well. All sessions are free of charge, and each new "issue" will be considered a new "case". That will allow for multiple use of the three sessions if and when an employee or their family member needs it. Unlike other EAPs that restrict use to only "work related issues", EMPAC allows any issue that is challenging or compromising the employee or their family. That can also include legal or financial, which EMPAC has resources to consult those as well. A free 30 minute legal and/or financial consultation is included in this proposal. *There is no limitations to critical incident responses.*

*In 2016, Sedgwick County employees who accessed EMPAC received an average of 3.25 sessions.*

Support group information and other supportive materials are always available at the EMPAC office, as well as are provided by EMPAC counselors during sessions. *Additional materials can be made available to Sedgwick County upon request.*

"Having the services of EMPAC available for our employees has proven to be a real asset. Not only do we have a source to refer employees with performance problems, but we have received a lot of positive feedback from our employees who have used their services. The training EMPAC has provided to our managers and supervisors, whether in their offices or at our facilities, has been excellent."

Janet Tammany, Personnel Manager at Sharpline Converting, Inc.



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### **3. Develop and maintain arrangements with referral sources to meet the needs of employees...**

EMPAC has enjoyed a very integral relationship with area mental health providers and other community supports. They know and understand the value of EMPAC, and have been very responsive when a referral is made. All effort will be made to connect the Sedgwick County employee and their family with a provider that not only meets their counseling/support need, but is an in-network provider with their insurance. Financial commitment will be discussed with them prior to making the referral so they can be well informed of the obligations they may have.

Additional effort will be made if they decide that referral is not a good match. The EMPAC counselor will continue to assist the employee in finding a suitable referral for their issue, and *will not be counted against their total number of sessions.*

### **4. Assist in maintaining current policies and procedures...**

Challenging situations for supervisors and administration can be frustrating. EMPAC counselors are experts in human behavior, and can assist in creating policies, procedures, and strategies for improving potential for success in those challenging areas. *Unlimited consultation in these areas will be provided to Sedgwick County per this proposal.*

### **5. Assist with periodic training for supervisors on the voluntary and mandatory referral process...**

Employee assistance programs are best utilized when supervisors and administrators know how they and their employees can best use the program. EMPAC will provide at least two, 1-hour trainings on how to best utilize the EAP, and at least one, 2-hour training on the signs and symptoms of alcohol and drug use annually.

Furthermore, Sedgwick County administrators can have unlimited use of our employee and supervisor orientation and training videos, which are all under 10 minutes in length. Each explains exactly how employees and supervisors can best use the EAP, as well as depicts what they can expect when coming going through the process.

### **6. Attend County health and wellness fair on Columbus Day in October each year. Occasionally conduct lunch and learns...**

An EMPAC representative will be made present and available at this, and any other employee related event requested, including open enrollment and staff meetings, new employee orientations, etc.

*Sedgwick County may also schedule 32 hours of training annually (separate from the aforementioned supervisor trainings) at days and times convenient for the County.* This can include "lunch-and-learns".

**7. Provide promotional literature (brochures, posters, etc for employees, family members, and supervisors.**

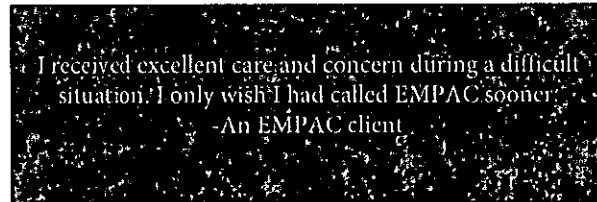
Full-color posters, rack-card brochures, and business cards will be provided upon successful award of this contract, and upon request by County departments.

EMPAC also publishes three monthly newsletters, which are available by email and download from our website. These newsletters are an excellent resource for both general wellness information as well as promoting the EAP on a regular basis. One newsletter is designed specifically for supervisors; in an easy-to-understand Q&A format, the Supervisor Newsletter highlights issues and situations that supervisors may face, and how to employ the EAP to achieve resolution. The other two newsletters are geared for general employees. The Employee Newsletter offers short, informative articles on a variety of relevant topics. The LifestyleTIPS Newsletter is wellness-focused, and even comes with a health-conscious recipe each month. All three newsletters are written and produced by a team of EAP and workplace experts.

**8. Provide a 24-hour, toll-free telephone number for employees, family members, and supervisors to call for immediate assistance.**

EMPAC has a toll-free number, (800) 234-0630, accessible 24-hours a day, for employees, family members, and supervisors to call for immediate assistance. During our regular office hours, both the toll-free number and our local Wichita telephone number will ring directly to our downtown offices and will be handled by our competent Administrative Team, who will be able to schedule appointments, answer questions about EAP services and benefits, and, if necessary, connect callers immediately to a member of the Clinical Team or one of the designated EAP Representatives.

During non-business hours, on weekends and holidays, or any other time that our main office is not staffed, callers will have the option to either leave a message for our Administrative Team, or to be connected immediately to a counselor. The latter calls will be answered by Masters level counselors who are skilled in telephonic intervention and crisis management. If necessary, these counselors will contact EMPAC's designated on-call counselor to deal with sensitive or emergency situations.



**9. Assign a staff member as the County's EAP representative. This individual must be an SAP...**

Janet Nichols Cox, LCMFT, LCAC, SAP will act as the Operational Focal and will consult with key personnel on EAP utilization, programming, and any administrative needs. Janet will provide primary response for Substance Abuse Professional services for County employees. Janet possesses a Masters from Friends University and serves as a senior counselor and Consortium Relations Manager for EMPAC, where she has worked for over 25 years. Prior to working with EMPAC, her professional career included working on addictions counseling with adolescents and adult, both inpatient and outpatient.



Janet is a systems therapist, meaning her theory base focuses on how interactions with others, family and even work groups, affect and change us. Her specialties include addiction, couples and family communications, blended families, conflicts in relationships and trauma. She is trained in EMDR and psychodrama.

EMPAC has two Substance Abuse Professionals on staff, who can provide the required assessment, referral, and follow up in cases of positive drug screens.

## 10. Provide at least 32 hours of on-site training...

EMPAC will provide Sedgwick County with 32 hours of on-site training for each year that the contract is in effect. Unused training hours will not roll over to the next contract year. Additional trainings will be invoiced at \$150 per on-site hour.

Any training listed in EMPAC's training catalog may be selected, and trainers will travel to whatever location Sedgwick County has provided. Furthermore, Sedgwick County employees may attend any of EMPAC's "classroom" trainings held quarterly at the Garvey Center (downtown Wichita) which will NOT count against the 32 hour total.

## 11. Submit quarterly utilization reports...

Quarterly utilization reports will be provided by email to the County in the current format. Additional reports can be made available upon request, which may allow data to be explored deeper by the administrators or supervisors interested in such data. This allows for more customized information, and even improvements on actionable items contained in such reports. The reports will be issued shortly after the conclusion of the first, second, third, and fourth calendar quarters. The standard report includes the following information:

- A breakdown of the number of EAP files, Information Calls, Training Sessions and CISMs, and supervisor-mandated referrals.
- The total number of individuals serviced through EAP cases
- The number of current open and closed cases
- A breakdown of the primary presenting problems for clients
- The types of clients serviced (employee, spouse, dependent child, etc)
- A listing of the training seminars provided to or attended by County employees

In addition, a quarterly employee satisfaction survey will be administered to County employees and/or their family utilizing EMPAC, with results provided to all applicable Sedgwick County administrators.

No information that could identify any County employee, dependent, or household family member will be included in any report.

An annual Return on Investment report is also available, and will be provided at the end of each calendar year. We have run an early ROI report for Sedgwick County to show the usefulness of future reports.

**12. Consult with the supervisory staff in the county in dealing with difficult and/or unusual situations involving the EAP...**

This is likely one of the greatest benefits of partnering with an EAP: having a knowledgeable, local consultant available for supervisors, managers, department heads for difficult or unusual situations. EMPAC has a 9-member clinical team available to County personnel who need workplace or EAP expertise to guide them through unusual situations and assist them in dealing with troubled employees or in making formal referrals to the EAP.

*Unlimited consultation on personnel issues will be given to Sedgwick County per this proposal.*

Critical Incident Stress Management Services

Certain events may occur in the workplace that can trigger high stress reactions among affected employees. These reactions are completely normal, but can disrupt the routine flow of the working environment and can continue to severely impact the employees far beyond the duration of the event. Incidents such as robberies, violent assaults, critical on-the-job injuries, or the death of an employee or employee's family member can seriously impact the workplace. EMPAC has a trained Critical Incident Response Team ready to respond to any traumatic event or situation that occurs in Sedgwick County and impacts employees.

Layoffs/Workforce Reductions

Reductions in the workforce are never pleasant procedures, but with the correct guidance, the difficulties and stressors experienced by all parties involved can be reduced. In the event of a layoff or planned workforce reduction, EMPAC representatives can partner with key County personnel to offer specialized training classes for affected managers and supervisors, and also be available to attend scheduled meetings for affected employees, to answer questions and be available to consult with employees.

Employees affected by a layoff can continue to receive EAP services for 90 days after their last date of employment with the County. Employees can choose to use their EAP services to learn stress and anxiety reduction techniques, undergo budget coaching, or to work their way through a 48-page handbook entitled "Surviving a Layoff," which will be provided to clients upon request.

**13. Maintain records of client contacts and services for at least 3 years.**

EMPAC maintains client case records for a minimum of six (6) years from the date of assessment, as required by HIPAA regulations. After six years, closed or inactive cases are removed and securely destroyed as per HIPAA regulations.

Records for clients referred for Substance Abuse Professional services following a positive alcohol and/or drug screen are retained indefinitely, as per Department of Transportation Regulations.

Mandatory referrals are made in the event of workplace threats and violence, positive drug tests, or declining work performance. They are confidential from anyone who does not have a legitimate need to know.

EMPAC does not share or disclose information on mandated referrals unless specific, written permission from the affected employee is obtained. This written permission, in the form of a Release of Information, is either obtained during the initial assessment or, preferably, during the meeting with the employee when the formal referral is made. Having the release signed at the time the referral is made allows EMPAC staff to communicate with the designated County representative on contacts with the affected employee prior to the actual assessment, including the dates and times of the first scheduled appointment, and attendance or non-attendance of that appointment. Without a properly signed release of information in place, EMPAC staff will not release or disclose any information about any employee.

The only exception to this would be in the event that a member of the Clinical Team determines that there is a possible threat of harm to either the affected employee or another individual. Threat of harm, either to self or others, will result in immediate notification of the proper authorities. Such notification may result in the release of certain information to County representatives or other individual, as deemed necessary the authorities.

A signed Release of Information will be secured when employees are referred to EMPAC on a mandatory basis. This release will allow the EAP to release certain details of the employee's participation in the employee assistance program to a specific, named representative of Sedgwick County. Information released to the County regarding mandated referrals may include: date of time of appointment(s), attendance at scheduled appointment(s), plan of action to work toward resolution, recommendation(s), referral source(s), compliance with recommendations, and progress/participation in any referral programs or resources outside the EAP. At no time will information such as diagnosis, life events, or psychotherapy notes collected by the EAP counselor be disclosed.

**14. Receive mandatory referrals that are based upon employment issues...**

EMPAC will schedule meetings for clients with mandated referrals within 24 hours of notification by the County, or from the time when the employee in question contacts EMPAC for an appointment, whichever is later.

EMPAC can not contact clients to schedule an appointment simply based on the request of the County; the employee must initiate contact with the EAP to maintain the separateness of the employee assistance program. Scheduling of appointments for mandatory referrals during the employee's regular working hours will be at the discretion of the County. We understand that taking time off for appointments can be disruptive to the department workflow. While it may be necessary or even desired for an employee to visit EMPAC during his or her regularly scheduled work hours for an initial evaluation or assessment, we will work to ensure that follow up appointments will be made during the employee's off-work hours, to limit interference to the worksite.

For emergent or crisis situations that result in an immediate referral over a weekend or holiday, it may be necessary to have the on-call clinical staff member meet with the affected employee at the Sedgwick County office, in order to accommodate the 24-hour requirement. If this is undesired or unwanted by the County, then the 24-hour period will restart at the next business day.

**The EAP provider will report to the HRD on the first mandatory client meeting within twenty four hours.**

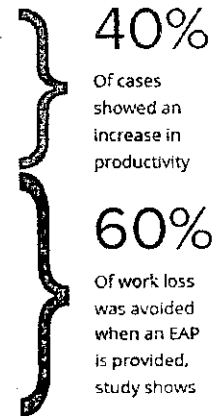
The EMPAC clinical staff member assigned to a mandated case will submit a report either by telephone or email to the designated County representative within 24 business hours from the scheduled time of the initial assessment. If a formal written letter or report is requested, that letter or report will be written and mailed by the US Postal Service within 24 business hours of the initial client meeting; however, due to difference in postal delivery times, the formal report may arrive at County office after the 24-hour window.

The EAP provider will report to HRD on employee's progress to the extent allowed by law and expressed in release of information documents signed by the client.

EMPAC will update the Sedgwick County HRD with progress reports on mandated clients engaged in therapy, treatment, or coaching through the EAP or an outside resource. Completion of the referral will be reported to the HRD within five (5) business days of the employee's completion.

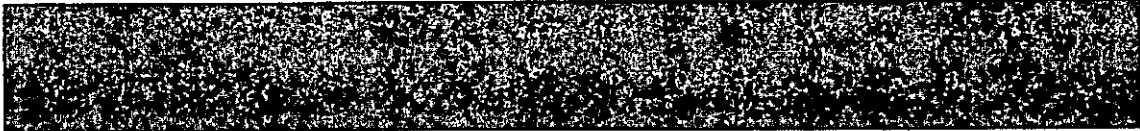
**EAP PROGRAMS OFFER BENEFITS**

Businesses offering an EAP experience reduced absenteeism, increased productivity, lower turnover and fewer employee conflicts.



**9/10**

Of all employees need legal or financial services, yet 70 percent do not seek counsel due to fear of cost. (Edvantage Program)



## QUALIFICATIONS

### **HEATH W. BECHLER, CEO LCAC, MBA**

Mr. Bechler has been a leader in the mental health and business fields for nearly 20 years, primarily in the Wichita, Kansas area.



All EMPAC Counselors are licensed by the State of Kansas.  
All EMPAC Counselors have a minimum of 5 years clinical experience.

### **COREY REED, LMFT, EAP COUNSELOR**

Corey completed his undergraduate degree from Kansas State in Advertising/Marketing in December of 1997. He worked a variety of jobs in media buying, customer service, retention and sales before he decided to find a more rewarding career. After 12 years in the advertising and media field, he decided to use his life experience and interest in psychology to help others. Corey received his Marriage and Family Therapy (MFT) degree from Friends University in June 2011.



During his graduate internship, Corey began working as Affiliate Coordinator on a part-time basis. After completing his graduate internship at EMPAC, he added to his existing part-time shift by becoming a counselor and full-time EMPAC employee. He currently also coordinates referrals for outer market employees and provides counseling, training and company engagement efforts for the agency.

He is most interested in working with kids/adolescents, anxiety, depression, grief and life skill building. He also leads and represents EMPAC on critical incident stress debriefing (CISD) sessions for partnering companies all around the Sedgwick County catchment area.

### **AMY SCHREFFLER, LCMFT, LAC, EAP COUNSELOR**

Amy Schreffler serves as a counselor at EMPAC, Inc., where she specializes in substance abuse disorders, marital and relationship counseling, depression and anxiety issues. Amy has spent the majority of her career as a counselor working at a variety of family counseling centers as well as drug and alcohol rehabilitation programs, seeing both inpatient and outpatient clients. Prior to her counseling career, Amy worked as a legislative assistant for U.S. Congressman Charles Wilson of Texas in Washington, D.C. as well as serving as Director of Development and Director of the Business Coalition for the Colorado Democratic Party.



Amy received her BA in Political Science at Sam Houston State University in Huntsville, TN and her Master of Science in Marriage and Family Therapy at Friends University. She is a Licensed Clinical Marriage and Family Therapist and a Licensed Addictions Counselor.

**BLAKE BUHRMAN, LCMFT, EAP COUNSELOR**

Blake Buhrman is an EAP counselor at EMPAC, where he handles marriage and family issues, among others. He graduated from Friends University with a Masters in Marriage and Family Therapy. He enjoys his work at EMPAC because he gets to encounter a wide variety of individuals, couples and families, and he loves to facilitate group training. He enjoys the opportunity to meet new people and assist them in reaching their goals.

For him, coming to work every day is a gift, because he gets to watch courageous people address life challenges, and he can meet them right where they are.



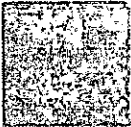
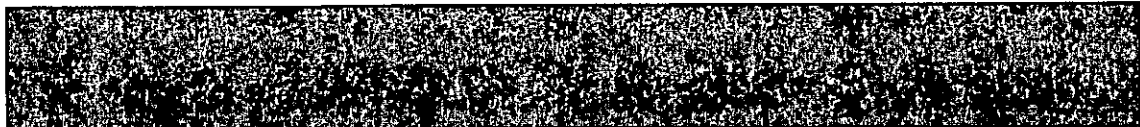
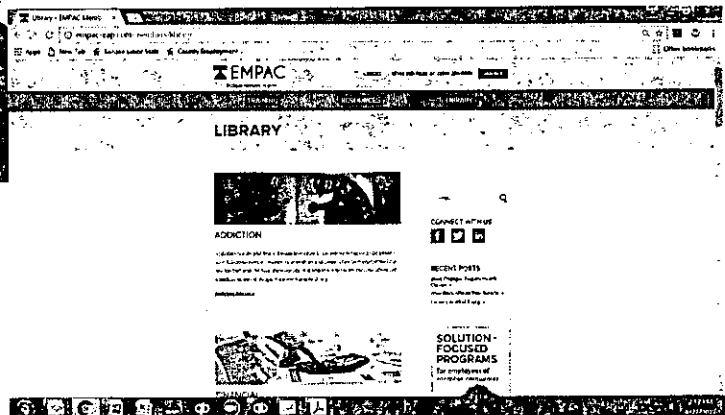
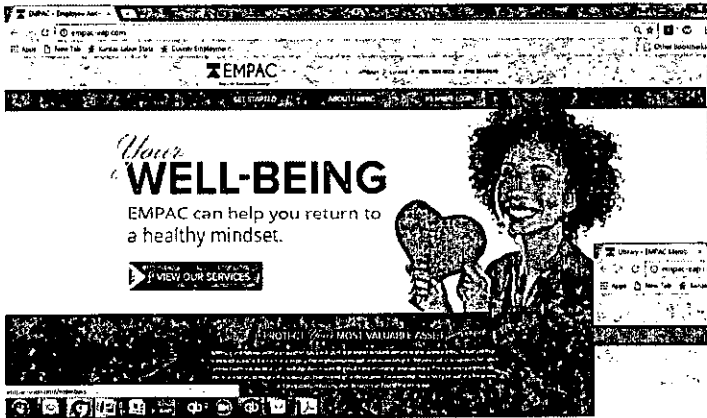
**DABRIA VANGIESON, LCMFT, EAP COUNSELOR**

Dabria VanGieson is a licensed Marriage and Family Therapist. She received her Masters degree at Friends University in 2012. Dabria is also certified in Play Therapy through the KC Play Therapy Institute and enjoys utilizing these skills with children and families. She often uses an experiential approach to therapy and incorporates hands on activities to help clients fully process their struggles.

Dabria is client focused and believes that all people can achieve healthy, successful lives. Her goal is to help navigate the often bumpy path that leads to better days. She enjoys helping clients overcome a variety of issues, but especially grief, anxiety and blended family issues. Her goal is to come to work every day and help people find peace, health, or just to live a better, well-rounded life overall, and to show clients that our pasts don't define our future.



EMPAC maintains a website which is an excellent resource for employees and supervisors alike. [www.empac-eap.com](http://www.empac-eap.com) also includes a "Member Login" for access to training materials, a webinar library and searchable document library consisting of hundreds of helpful articles, assessments and worksheets from addictions to how to be a better parent.



"As a Human Resources Professional, it is reassuring to know that EMPAC staff is always available to counsel and assist our employees who may be experiencing personal problems. Help and guidance is only a phone call away. EMPAC has been a valuable partner by providing training and assistance to our supervisors. We consider our employees to be valuable assets and EMPAC assists our supervisors in reinforcing this message. EMPAC provides a truly cost-effective service to our employees. I can't imagine not having such a program available to assist our employees."

Phil Murphy, former Employee Relations Officer for City of Wichita

Client references

**Spirit Aerosystems**

Effective Date:  
EAP Services  
10,674 locally  
Kathleen Harris, HR Director  
(316) 526-2614  
Kathleen.f.harris@spiritaero.com

**City of Wichita**

10/1/2010  
EAP Services  
3,208  
Susan Leiker, HR Director  
(316) 269-4723  
sleiker@wichita.gov

**Catholic Diocese**

2/1/2011  
EAP Services  
1,736  
Therese Seiler, HR Director  
(316) 269-3945  
seilert@CatholicDioceseOfWichita.org

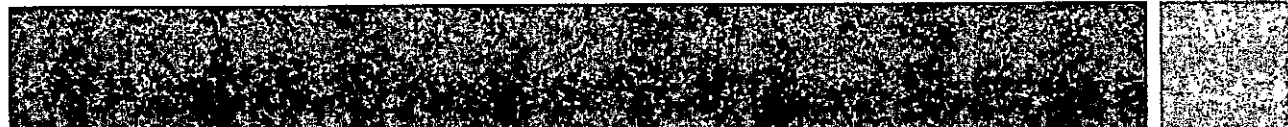


**WORK ABSENCE**  
One in five employees who call in sick are suffering from stress rather than an illness. (CCH, Inc.)

**PRODUCTIVITY**  
Employees are 37 percent less productive when distracted by personal issues. (Statistics Canada)

**EAPS HELP EVERYONE**  
Only a mere 10 percent of Fortune 500 Companies do not participate in an EAP. ("Public Health Reports")

**LOST WORK TIME**  
Thirty-three percent of employees lose work time due to care-giving. (Edvantage Program)





Project Plan and Timeline for Implementation.

As Sedgwick County's current vendor of EAP services, there would be a seamless transition timeline for continuation of services. Consortium Relations Manager Janet Cox would coordinate any new employee/supervisor orientations and trainings directly to ensure information is provided to Sedgwick County employees within the first two weeks of continuation.

EMPAC's most recent financial audit (2012) is attached. An additional audit is planned for late 2017, as EMPAC is on a 5 year cycle for such audits.

EMPAC is unaware of any actual or potential conflicts of interest, either organizationally or on behalf of any of its employees. If a conflict of interest were to be identified and/or anticipated, the appropriate Sedgwick County administrator would be notified and remedy discussed.

EMPAC has no current litigation and does not anticipate being a part of any litigation as of the submission of this proposal.

EMPAC only requests that challenges that may arise in the provision of EAP services be discussed directly with EMPAC administration for the purpose of remedy, and be willing to cooperate to achieve mutually advantageous resolution.

**Vendor Organization Questionnaire**

A. Does your Proposal contain any deviations scope of service, conditions, stipulations or other provisions of the Specifications? If yes, provide details in a separate cover letter. Otherwise, confirm you have responded according to the Proposal conditions.

*EMPAC confirms we have responded according to the Proposal conditions as we understand them.*

B. Are the fees quoted in this Proposal firm and guaranteed for the term of the contract?

*All fees are guaranteed for the term of the contract.*

C. Provide references of three current clients of similar size for whom you provide administration for voluntary benefits. Include date plan was effective, benefit plans administered, number of covered employees, name of entity/contact person and phone number.

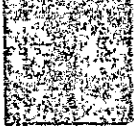
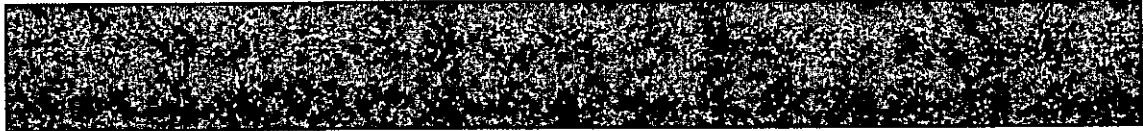
*References are located on page 12 of this proposal.*

D. Provide references of three former clients who have terminated your services in the past two (2) years. Provide the same information as noted above.

**ICM**  
9/12/2015  
EAP Services  
766  
Angie Konda  
(316) 796-0900  
angiek@icminc.com

**St. Francis Community Services**  
4/1/2006  
EAP Services  
1,049  
Tracy Hervey  
(316) 831-0330  
Tracy.Hervey@st-francis.org

**Tulsa Community College**  
12/31/2015  
EAP Services  
2,600  
Jeff Owens  
(918) 595-7863  
jeff.owens@tulsacc.edu



E. Provide the per-employee cost to administer services described within the proposal.

*EMPAC does not levy an administration fee for the services described in this proposal.*

F. Are additional services available beyond what is described within this RFP and/or your proposal? If so, please provide a description and the fees for these services (i.e. telephonic or online counseling)?

*EMPAC may add telephone/video services during the course of the contract. There would be no additional charges for these services.*

*Additional trainings above the 32 hours noted can be accessed at \$150/hr.*

G. Is this Proposal tied to any other benefit offer (e.g. the EAP is only available if the county also purchases a medical plan through this vendor)?

*No. EAP services are not tied to any other benefit.*

H. Describe in detail any performance standards and guarantees you will offer the County.

*EMPAC guarantees compliance with the County's expectations on mandatory referrals. Any failure to comply with the mandatory expectations will be refunded the amount proportional to the County's annual investment in that employee's EAP services for one year.*

*EMPAC guarantees a positive annual return on investment or the next plan year is free.*

I. Is participation guaranteed for employees and their family members? If no, please explain.

*EAP participation is guaranteed for employees and their immediate family members.*

J. Are any employee orientation sessions included in the fees being proposed? If so, how many?

*At least two, one (1) hour orientation sessions are available. Additional upon request.*

K. Will any information be sent to employees to help promote the availability of the EAP? If so, when?

*A variety of digital materials will be made available immediately to Sedgwick County administrators for active promotion of the EAP at their discretion.*

L. Describe the range of both administrative and member services provided by your organization.

*Administrative services include an account representative (Janet Cox) to develop an annual engagement plan to ensure Sedgwick County is getting what it needs to from EAP services. Additionally, unlimited HR consultation from members of the EMPAC team and directly with the EMPAC CEO. Member services includes website access to over 1,000 articles, assessments, worksheets and videos on work-life balance, unlimited access to EMPAC's webinar library, classroom trainings and both legal and financial consultation (1, 30 minute session free annually per employee household).*

M. Describe the training and employee communication strategy that would be used to educate County employees about the services available.

*Employee orientation/training, supervisor orientation/training will be provided annually as well as a supportive video depicting each of these categories.*

N. Who will be responsible for assisting the county with rolling out the services and marketing to employees and their family members? Please provide a brief biography that includes qualifications and experience performing similar work. Please include name and contact information.

*Janet Cox  
(316) 265-9922  
jncox@empac-eap.com*

*Information about Janet is provided on page 4*

O. Who will assist the County with ongoing administration (i.e. account management)? Please provide a brief biography that includes qualifications and experience performing similar work: Please include their name and contract information.

*Janet Cox will be Sedgwick County's account representative.*

P. Who will assist the county with on-going questions or issues?

*Janet Cox and CEO Heath W. Bechler will assist, as well as any other applicable EMPAC team member.*

Q. What has been the incidence of account management turnover for the unit which will service Sedgwick County over the past two years?

*EMPAC has not had any turnover in this position over the past two years.*

R. Describe how you will handle, process and reply to employee inquiries. Include whether or not you provide a toll free number and if there is 24-hour access to counselors. Also, please provide the office locations and hours in which you will have counselors available by phone. Describe whether all services are provided by telephone or the circumstances under which counselors meet in person.

*All calls are handled by EMPAC's automated system, allowing callers to speak directly to a scheduler upon first prompt. The schedulers can answer any questions they may have and route the employee directly to the person they may need to speak with, as well as schedule their first session immediately with one of EMPAC's counseling team members. After hours, weekends and holidays, the automated system gives callers the option to talk to a counselor directly upon first prompt as well. This is available 24 hours a day, 7 days a week, 365 days a year. EMPAC currently does not offer telephonic sessions to local residents, as we would prefer those sessions to be in person. EMPAC also has a toll-free number available.*

S. Are the individuals staffing the phones at least masters level counselors? If no, please explain.

*EMPAC's receptionist and scheduling staff are not masters level counselors, however any and all counselors that would handle any urgent or emergent needs, including after hours and weekends are licensed at at least a masters level.*

T. Are background checks conducted on all counselors? Please describe.

*Yes. EMPAC conducts background checks on all employees prior to employment, which include a KBI background check.*

U. Are counselors trained on any legal issues associated with employment? Please describe.

*Basic human resource/Department of Labor training is provided, especially with regards to ethics and confidentiality of employee information.*

V. Does the plan comply with all State and Federal mandates, including COBRA and HIPPA?

*As far as we understand State, Federal, COBRA and/or HIPPA laws, regulations and/or mandates governing EAP practices, EMPAC is compliant.*

W. Does your organization outsource administration for any of the services you provide?

*If a Sedgwick County employee and/or their family member needs a specialized counseling service EMPAC does not have on staff, we will refer that individual to a local affiliated counselor specializing in their specific issue. It is still at no cost to the employee, and EMPAC pays the affiliated counselor directly for up to 3 sessions that are provided.*

X. In addition to the reports presented with your Proposal, do you provide any additional reports upon request? Is there a charge? If yes, please provide additional cost.

*Many additional reports specific to what the County would like to know about utilization (gender, age, primary issue, etc.) are available upon request and at no cost.*

Y. Are there any reports you will not provide to the County? If so, please describe.

*Any report that may feature employee identifying information cannot be provided.*

Z. What education services (i.e. seminars, etc.) will you provide and at what cost?

*At EMPAC's annual meeting, professionals from the human resource and workplace improvement fields present to consortium members. This event is at no cost to members. Furthermore, additional classroom trainings are held at the Garvey Center quarterly which do not count against members' training allocation.*

AA. What experience has your company had with public sector entities?

*EMPAC has worked with a large number of public entities, including local and regional municipalities and county governments. We understand the unique needs of these organizations, and believe we have provided excellent service and responsiveness for years.*

BB. How long has your company been in business?

*Since 1976.*

**EMPLOYEE ASSISTANCE CONSULTANTS, INC.  
(EMPAC)**

**Financial Statements and  
Independent Auditor's Report**

**December 31, 2011 and 2010**

## CONTENTS

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## Independent Auditor's Report

Board of Directors  
Employee Assistance Consultants, Inc.  
Wichita, Kansas

We have audited the accompanying statements of financial position - modified cash basis of Employee Assistance Consultants, Inc. as of December 31, 2011 and 2010, and the related statements of activity - modified cash basis, functional expenses - modified cash basis and cash flows - modified cash basis for the years then ended. These financial statements are the responsibility of Employee Assistance Consultants, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As described in note 1, these financial statements were prepared on the modified cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Employee Assistance Consultants, Inc. as of December 31, 2011 and 2010, and the changes in its net assets and its cash flows for the years then ended, on the basis of accounting described in Note 1.

*Regier Carr & Monroe, L.L.P.*

July 6, 2012  
Wichita, Kansas

**Employee Assistance Consultants, Inc.**  
**Statements of Financial Position - Modified Cash Basis**  
**December 31, 2011 and 2010**

	2011	2010
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents		
Cash in bank	\$ 169,207	\$ 63,183
Savings account	59,334	103,993
Total cash and cash equivalents	228,541	167,176
Total current assets	228,541	167,176
<b>Property and Equipment</b>		
Office furniture and equipment	47,102	47,102
Less accumulated depreciation	37,434	32,967
Total property and equipment	9,668	14,135
<b>Other Assets</b>		
Rental deposit	2,333	2,333
Total other assets	2,333	2,333
Total assets	\$ 240,542	\$ 183,644
<b>LIABILITIES AND NET ASSETS</b>		
<b>Current Liabilities</b>		
Payroll liabilities	\$ 191	\$ 185
Total current liabilities	191	185
<b>Net Assets</b>		
Unrestricted	240,351	183,459
Total net assets	240,351	183,459
Total liabilities and net assets	\$ 240,542	\$ 183,644

*The accompanying notes are an integral part of the financial statements.*



**Employee Assistance Consultants, Inc.**  
**Statements of Activities - Modified Cash Basis**  
**For the Years Ended December 31, 2011 and 2010**

	2011	2010
<b>Revenues</b>		
Contract revenue	\$ 933,021	\$ 762,477
Interest income	342	678
Total revenues	933,363	763,155
<b>Expenses</b>		
Program services	750,581	756,859
Support services		
Management & general expenses	125,890	135,743
Total expenses	876,471	892,602
Change in net assets	56,892	(129,447)
Net assets - beginning of year	183,459	312,906
Net assets - end of year	\$ 240,351	\$ 183,459

*The accompanying notes are an integral part of the financial statements.*

**Employee Assistance Consultants, Inc.**  
**Statements of Cash Flow - Modified Cash Basis**  
**For the Years Ended December 31, 2011 and 2010**

	2011	2010
<b>Cash flows from operating activities</b>		
Change in net assets	\$ 56,892	\$ (129,447)
Adjustments to reconcile change in net assets to net cash flows from operating activities		
Depreciation	4,467	5,985
Increase (Decrease) in operating liabilities		
Payroll liabilities	6	(30)
Net cash provided (used) by operating activities	61,365	(123,492)
<b>Cash flows from investing activities</b>		
Purchase of property and equipment	-	(10,985)
Net cash (used) by investing activities	-	(10,985)
<b>Increase (decrease) in cash and cash equivalents</b>	61,365	(134,477)
<b>Cash and cash equivalents, beginning of year</b>	167,176	301,653
<b>Cash and cash equivalents, end of year</b>	\$ 228,541	\$ 167,176

*The accompanying notes are an integral part of the financial statements.*

**Employee Assistance Consultants, Inc.**  
**Statements of Functional Expenses - Modified Cash Basis**  
**For the Years Ended December 31, 2011 and 2010**

	2011		2010	
	Program Services	Management & General	Program Services	Management & General
Salaries and wages	\$ 404,213	\$ 77,424	\$ 406,686	\$ 77,736
Employee benefits	70,884	13,582	72,247	13,813
Payroll taxes	34,368	6,585	33,546	6,413
Professional services	114,344	4,008	101,542	10,472
Advertising	1,991	382	8,107	1,550
Dues & subscriptions	1,926	369	2,416	462
Insurance	14,762	2,828	13,946	2,666
Office expenses	26,278	5,035	33,206	6,349
Rent expense	47,734	9,146	44,577	8,522
Telephone	12,855	2,463	14,471	2,767
Travel	7,652	1,466	7,392	1,413
Training expense	8,360	1,602	10,935	2,091
Depreciation	3,749	718	5,024	961
Miscellaneous	1,466	281	2,764	528
	<u>\$ 750,581</u>	<u>\$ 125,890</u>	<u>\$ 756,859</u>	<u>\$ 135,743</u>
	<u>\$ 876,471</u>		<u>\$ 892,602</u>	

*The accompanying notes are an integral part of the financial statements.*

# Employee Assistance Consultants, Inc.

## Notes to Financial Statements

December 31, 2011 and 2010

### 1. Summary of Significant Accounting Policies

This summary of significant accounting policies of Employee Assistance Consultants, Inc. (EMPAC) is presented to assist in understanding the financial statements. The financial statements and notes are representations of the EMPAC's management, who are responsible for their integrity and objectivity.

#### *Nature of operations*

EMPAC is a not-for-profit employee assistance program dedicated to providing excellent services to employees, family members, and the companies served. EMPAC's professional counselors can help with issues such as marital and family relationships, drug and alcohol abuse, emotional and social concerns, financial and legal matters, and workplace issues.

#### *Basis of presentation*

The accounts of EMPAC are maintained, and these statements are presented, on a modified cash basis under which, except for the recognition of the assets and liabilities shown on the statements of financial position-modified cash basis, only cash receipts and disbursements are recorded and reflected in these statements.

#### *Financial Statement Presentation*

Financial statement presentation follows the recommendations of Codification 958, Not-for-Profit Entities, (formerly the Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations"). Accordingly, EMPAC is required to report information regarding its financial position and activities according to three classes of net assets; unrestricted assets, temporarily restricted net assets, and permanently restricted net assets.

EMPAC had no temporarily restricted net assets or permanently restricted net assets at December 31, 2011 or 2010.

#### *Use of estimates*

The preparation of financial statements on the modified cash basis requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### *Income tax status*

EMPAC qualifies as a tax-exempt organization under 501(c)(4) of the Internal Revenue Code and therefore has made no provision for federal or state income taxes in the accompanying financial statements. The information returns of EMPAC for 2011, 2010, and 2009 are subject to examination by the IRS and state taxing authorities, generally for three years after they were filed.

## **Employee Assistance Consultants, Inc.**

### **Notes to Financial Statements**

**December 31, 2011 and 2010**

#### **1. Summary of Significant Accounting Policies (continued)**

##### *Cash and cash equivalents*

Cash and cash equivalents include cash in savings accounts, and investments with maturities of three months or less.

##### *Property and Equipment*

Property and equipment are stated at cost or, if contributed, at fair market value at the date of donation. Depreciation is provided on a modified accelerated cost recovery system basis over the estimated useful lives of the assets.

Maintenance and repair costs are charged to expense as incurred, and renewals and improvements are capitalized. When assets are retired or disposed of, the related costs and accumulated depreciation are removed from the respective accounts and any gain or loss is charged or credited to income.

Depreciation expense for the year ended December 31, 2011 and 2010 was \$4,467 and \$5,985, respectively.

##### *Functional Allocation of Expenses*

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated to the program services and supporting services benefited.

##### *Advertising*

Advertising costs are expensed as incurred. Advertising costs for the years ended December 31, 2011 and 2010 were \$2,373 and \$9,657, respectively.

#### **2. Retirement Fund**

EMPAC maintains a 401(K) plan. Eligibility is limited to employees that have completed six months of service. The plan matches 50% of the employee's elective deferrals, not to exceed 6% of eligible employee's compensation. EMPAC has the option to make a non-elective contribution also.

Retirement expense amounted to \$8,066 and \$9,096 for the years ended December 31, 2011 and 2010, respectively.

**Employee Assistance Consultants, Inc.**  
**Notes to Financial Statements**  
**December 31, 2011 and 2010**

**3. Operating Lease**

EMPAC leases office space in Wichita, Kansas. EMPAC had leased office space under the terms of an operating lease that required base lease payments of \$3,341 per month. During 2010, EMPAC entered into an addendum to the agreement that expanded the office space and extended the lease term through August 31, 2015. The revised lease agreement requires base lease payments of \$3,807 per month.

EMPAC also leases an office copier under operating leases. This lease requires monthly payments of \$221 and expires during the year ended December 31, 2016.

The future minimum annual rental commitment under these lease agreements subsequent to December 31, 2011 are as follows:

<u>Year Ended</u>	
2012	48,343
2013	48,343
2014	48,343
2015	33,113
2016	1,327
	<u>\$ 179,470</u>

Total rent expense for the year ended December 31, 2011 and 2010 was \$56,880 and \$53,099, respectively.

**4. Subsequent Events**

Subsequent events were evaluated through July 6, 2012, which is the date the financial statements were available to be issued.



UTILIZATION REPORT

FOR

**Sedgwick County**  
January 01, 2017 - March 31, 2017

UTILIZATION REPORT

**Sedgwick County**

January 01, 2017 - March 31, 2017 on New Files

**UTILIZATION RATE SUMMARY**

Type	Count	%	Serviced	%	Activities	%	Hours
EAP Files	51	81.0%	66	15.8%	145	85.8%	132.57
Information Calls	0	00.0%	0	00.0%	0	00.0%	0
Organizational Service/CISD	6	09.5%	346	82.8%	6	03.6%	21
Program Management	N/A	N/A	N/A	N/A	0	00.0%	0
Web Hits	N/A	N/A	0	00.0%	0	00.0%	0
Supervisor Referral	6	09.5%	6	01.4%	18	10.7%	13.67
<b>Total</b>	<b>63</b>	<b>100%</b>	<b>418</b>	<b>100%</b>	<b>169</b>	<b>100%</b>	<b>167.23</b>

Population / Utilization Rate	Weighted Population Of	2592
Total Current Period Rate		2.43%
Total Annualized Utilization Rate		9.75%
Clients Served Current Period Rate		16.13%
Total Clients Served Annualized Utilization Rate		64.68%

New/Ongoing Files Summary		Referral/Closed Files Count	
Total New Files	57	Total Files Closed	42
Total Open Files At 1/1/2017	86		
Total Open Files At 3/31/2017	101		

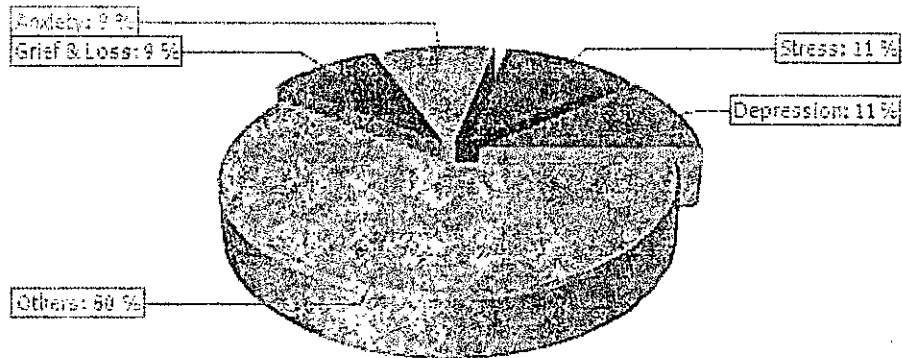
Activity / Session Summary	
Total File Activity / Session Hours	146.48
Total Program/Account Management Hours	0.00



UTILIZATION REPORT  
Sedgwick County

January 01, 2017 - March 31, 2017

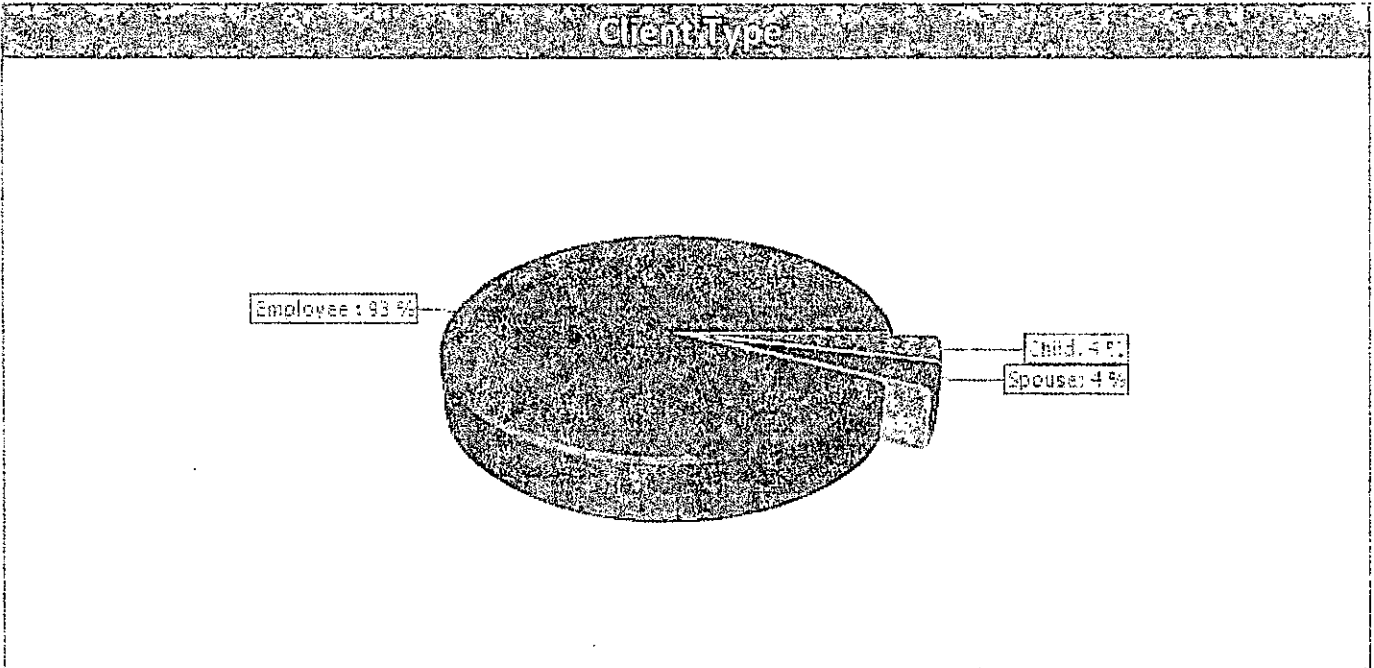
Primary Presenting Problem



Primary Presenting Problem	1/2017 - 3/2017		1/2017 - 3/2017	
	#	%	#	%
Addiction Issues	2	3.64%	2	3.64%
Anger	4	7.27%	4	7.27%
Anxiety	5	9.09%	5	9.09%
Depression	6	10.91%	6	10.91%
Divorce	1	1.82%	1	1.82%
Emotional	3	5.45%	3	5.45%
Family/Relationship	5	9.09%	5	9.09%
Financial	1	1.82%	1	1.82%
Grief & Loss	5	9.09%	5	9.09%
Legal	3	5.45%	3	5.45%
Marital	3	5.45%	3	5.45%
New Problem	3	5.45%	3	5.45%
Relationship	4	7.27%	4	7.27%
Stress	6	10.91%	6	10.91%
Suicide	1	1.82%	1	1.82%
Workplace Related	3	5.45%	3	5.45%
Total	55	100%	55	100%

UTILIZATION REPORT  
**Sedgwick County**

January 01, 2017 - March 31, 2017



Client Type	1/2017 - 3/2017		1/2017 - 3/2017	
	#	%	#	%
Child	2	3.51%	2	3.51%
Employee	53	92.98%	53	92.98%
Spouse	2	3.51%	2	3.51%
Total	57	100%	57	100%

UTILIZATION REPORT

**Sedgwick County**

January 01, 2017 - March 31, 2017

**Organizational Services Summary**

Date	Type	Duration	Location	Attendees
1/11/2017	On-site Training	9	622 E. Central, Wichita, KS, USA, 67202	190
Details: "Professionalism in the Workplace"				
1/12/2017	On-site Training	4	622 E. Central, Wichita, KS, USA, 67202	90
Details: "Professionalism in the Workplace"				
2/7/2017	On-site Training	2	510 N Main St., 3rd Floor Training Rm, Wichita,	30
Details: "Boundaries"				
2/16/2017	On-site Training	2	525 N Main - Boardroom on the 3rd Floor of the	6
Details: "Valuing Differences"				
3/2/2017	On-site Training	2	510 N Main St., 3rd Floor Training Rm, Wichita,	15
Details: "Bullying in the Workplace"				
<b>TOTAL</b>		<b>19.00</b>		<b>331</b>

UTILIZATION REPORT

**Sedgwick County**

January 01, 2017 - March 31, 2017

**CISD Summary**

CISD Date	Response Date	Type	Duration	Location	Attendees
3/9/2017	3/7/2017 12:00:00 AM	Trauma Debriefing	2.0000		15
<b>Details:</b> Death of an inmate. Debriefing for around 12 employees					
<b>TOTAL</b>			<b>2.00</b>		<b>15</b>

**UTILIZATION REPORT**  
**Annual ROI Report**  
**For Sedgwick County**

January 01, 2017 - March 31, 2017

**ASSUMES:**

- 0.10% of workforce distressed;
- 0.20% productivity loss from distressed staff;
- 2.43% utilization rate;
- 0.65% success through EAP counseling;
- 28 days it takes to get back to full productivity.

**COSTS WITHOUT EAP**

A. Number of employees in the plan	2,592
B. Number of troubled employees (assume 0.10% of employees are distressed) (A x 0.10%)	259
C. Average annual wages and benefits paid to troubled employees	30,000
D. Wages to troubled employees (B x C)	7,770,000
E. Cost of reduced productivity without EAP (assume 0.20% productivity loss) (D x 0.20%)	1,554,000

**COSTS WITH EAP**

F. Number of troubled employees contacting EAP	63
G. Number of troubled employees who contact EAP and reach goal (assume 0.65% success rate)	41
H. Number of employees who contact EAP and don't reach goal as well as those who are assumed to be distressed and do not contact EAP (B - G)	218
I. Cost of reduced productivity for employees listed in "H"	\$1,308,000.00
J. Cost of reduced productivity for employees in "G" (assumes that even those employees who are successful in EAP require time to return to productivity)	\$18,871.23
K. Cost of the EAP	\$22,705.92
L. Cost of the reduced productivity with EAP (I + J + K)	\$1,349,577.15

**SAVINGS WITH EAP**

M. Estimated Return on Productivity (E - L)	\$204,422.85
---	--------------

**RETURN ON INVESTMENT**

(M / K)	9.00:1
---------	--------

**ASSUMES:**

- 2.43% utilization rate;
- 0.05% of users are at "high risk" to leave their job;
- \$45000.00 in replacement costs;
- 0.65% success through EAP counselling

UTILIZATION REPORT  
**Annual ROI Report  
 For Sedgwick County**

January 01, 2017 - March 31, 2017

A. Number of employees in the plan	2,592
B. Number of EAP users (A x 2.43%)	63
C. Hi-Risk (0.05% of EAP-users at "high risk" for turnover) (B x 0.05%)	3
D. Success rate in EAP (i.e., number of "high risk" employees who don't leave company) (C x 0.65%)	2.00
E. EAP users who do leave (C - D)	1

**SAVINGS ON EMPLOYEE TURNOVER WITH EAP**

F. (D x \$45000.00)	\$90,000.00
---------------------	-------------

**COST OF EMPLOYEE TURNOVER WITH EAP**

G. (E x \$45000.00)	\$45,000.00
---------------------	-------------

**NET SAVINGS**

(F - G)	\$45,000.00
---------	-------------

ASSUMES:

- 0.03% of employee population will go on STD Leave;
- 2.43% utilization rate;
- 0.65% success through EAP counseling
- \$8400.00 average cost per

A. Number of employees	2,592
B. Number of employees at risk to go on short-term disability (A x 0.03%)	78
C. Number of employees at risk to go on short-term disability who use EAP (B x 2.43%)	2
D. Number of "high risk" employees who reach goal and do no utilize STD benefit (C x 0.65%)	1

**OPPORTUNITY SAVINGS ON STD COSTS**

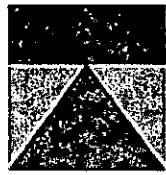
(D x \$8400.00)	\$8,400.00
-----------------	------------

**SUMMARY**

Estimated Return on Productivity:	\$204,422.85
Employee Turnover:	\$45,000.00
Estimated Savings on STD Costs:	\$8,400.00

**TOTAL COST-SAVINGS FROM EAP:**

**\$257,822.85**



# EMPAC

Employee Assistance Programs

## TRAINING CATALOG (REVISED 1/20/17)



# EMPAC

Types of Training Opportunities	PAGE 3
What to Consider Before Scheduling	PAGE 4
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Supervisor/Leadership	PAGE 7
Drug/Alcohol	PAGE 8
Workplace Workshops	PAGES 8-9
Mental Wellness & Safety	PAGES 10-11
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Money Management	PAGE 13
Seasonal	PAGE 14
Extra (additional cost)	PAGE 14
How to Schedule an On-Site Training	PAGE 15
Training Request Form	PAGE 16
Example Training Request Form	PAGE 17

EMPAC provides dynamic, high-quality training seminars for employees of member companies. We offer a wide variety of topics and will work to accommodate your schedule.

Most of our course offerings can be lengthened or shortened to meet your scheduling demands; longer class length will allow for role-playing opportunities and exercises that the shorter classes will be forced to omit to save time. You may want to consider the type of class environment you wish to provide for your employees when deciding on a length.

A set number of training hours are included as part of each EAP contract. Any training hours utilized beyond that number will be invoiced at \$100/hour. Contact EMPAC or your account representative if you are unsure how many free hours you are eligible for.



# What type of training opportunities does EMPAC offer?

- 1) **On-site company training**: We come to YOUR COMPANY! This is where an EMPAC trainer will facilitate a training seminar on-site at your company upon request. We ask that you please allow 3-4 weeks advanced notice to help us best meet all our consortium company requests and respect scheduling efforts.

These training requests should be approved and/or requested by HR/primary company contact as they go against contracted company training hours.

- 2) **Classroom training**: You come to us as we host a variety of trainings at the EMPAC home in the Garvey Center building. Your employees can attend as many of these as needed. Just RSVP online and we will save you a spot.  
<http://empac-eap.com/members/training/classroom>

- 3) **Pre-recorded Trainings**: We have a number of topics which have already been recorded from past trainings and now you can download them directly from our website. Just download, save and watch at your convenience.  
<http://empac-eap.com/members/webinars>

- 4) **Webinars**: We broadcast a series of training topics online so you can enjoy in the comfort of your office!  
<http://empac-eap.com/members/training/online>

**\*Must use member code to access these links. Call 316-265-9922 to receive your member code if you're unsure.**

## Things to consider when reviewing training topics for consideration:

- What areas and/or employees need professional development, improvement or departmental needs for consideration?
- What employees will be attending? Managers? Supervisors? Administrative?
- What do you hope to accomplish with an on-site training?
- Does your company have any required trainings that all employees need to attend based on policy, legal and/or HR documented requirements?  
(For example: All employees need to attend a sexual harassment training annually).
- Will the attendees need CEU's for participating?
- Have your reviewed the EMPAC classroom training schedule online if you only want a few employees to attend on a particular topic?  
*Employees attending classroom trainings at our EMPAC office do not go against company contracted training hours.*

# EAP BASICS

## **\*EAP Orientation for Supervisors (supervisors only)**

This is a general presentation on the benefits of EMPAC for supervisors as an employee but also a how-to for supervisors in learning the benefits of EAP (employee assistance programs) and how to utilize it as an effective supervisory tool. Supervisors will learn the 3 types of EAP referrals and tools to protect employee confidentiality, how to make a mandatory referral, necessary paperwork and benefits of working directly with an EMPAC counselor.

**Time: 30-60 minutes**

**YouTube version of this training: <https://www.youtube.com/watch?v=NNKT7ZSYKQw>**

## **\*Employee EAP Orientation (all employees welcome)**

Orient new employees to the benefits EMPAC has to offer, and remind current employees of our services. Good for new hire orientation sessions, staff meetings, or benefits enrollments.

**Time: 15-30 minutes**

**YouTube version of this training: <https://www.youtube.com/watch?v=Cx6ULxvBSKA>**

**\*This orientation is also available on DVD upon request. Please provide sufficient time for delivery of DVD for scheduled company orientations.**

## ***Did You Know?***

The Employee EAP Orientation and EAP Orientation for Supervisors can be combined into one time slot for your company. Please specify this request on the EMPAC "Training Request Form" (on page 16) so we can schedule accordingly.

**\*NOTE:** The EAP Basics listed above do not go against contracted training hours per company contract.

# \*Critical Incident Stress Debriefing (CISD)

After a traumatic event in the workplace, it can be helpful for employees to process through an event and normalize their feelings. A trained CISD facilitator will meet with affected employees in a group setting and guide them through a more healthy response process.

As with society, people are exposed both personally and professionally to dangers and stressors beyond their control. When critical incidents happen, it can be very challenging not only for the individuals involved, but the organization that has been affected as well.

Critical Incident Stress Debriefing (CISD) was developed in effort to help people to better cope with highly stressful situations in their life. Such situations may include, but are not limited to:

- Auto accidents
- Industrial accidents
- Unexpected death (on the job or off)
- Assault
- Robbery or other highly stressful crimes
- Domestic violence
- Suicide/attempted suicide
- Homicide
- Line of Duty death or injury
- Adverse/negative publicity
- Highly unethical acts
- Layoffs/terminations

EMPAC defines any critical incident as follows: "Any situation faced by employed personnel that causes an unusually strong emotional reaction which has the potential to interfere with their ability to function either on the job or off. All that is necessary is that the incident, regardless of the type, generates strong feelings in the worker, workers, department or team." (adapted from Jeffrey Mitchell, Ph.D.)

Various situations other than these may be considered as a critical incident and subsequently warrant immediate attention from the EMPAC team. The commonality among these is that a highly stressful situation has been experienced and may directly (or indirectly) have a negative emotional/psychological impact on individuals within an organization or respective department.

CISD's are most effective if facilitated within 24-72 hours of traumatic incident. Please see "CISD checklist" for recommended accommodations when hosting. Timing of a CISD can vary from 45 minutes to 2 hours depending upon group participation and interaction.

**\*NOTE:** CISD's are scheduled upon request and do not go against contracted training hours per company contract.

REVISED 1/20/17



(316) 265-9922 | Toll Free (800) 234-0630

# SUPERVISION/LEADERSHIP

## **Essentials of Supervision**

This seminar is the definitive in skills for supervisors. It covers leadership, influence, communication, feedback, accountability, documentation, performance, and much, much more. Created for new and experienced supervisors in mind.

Time: 3 hours

## **Developing Your Leadership Skills**

Do you want to know if you have what it takes to be a "great" leader? This workshop allows you examine and discuss numerous characteristics necessary to provide effective leadership.

Time: 1 or 2 hours

## **Holding People Accountable**

This workshop explores employee motivation, barriers to effective performance, types of feedback, barriers to effective feedback, accountability do's and don'ts, how to talk with employees about performance, and how to handle recurring performance issues.

Time: 1 or 2 hours

## **Leading in Difficult Times**

When difficult times arise, a leader faces special challenges and opportunities. Learn what you can do during troubling times to ensure your team functions smooth and what to do in times of crisis.

Time: 1 or 2 hours

## **Delegation Made Easy**

Delegating effectively is a necessary skill in the workplace. However, many of us struggle with how to do this well for a variety of reasons. Why should we delegate, what are the benefits to doing it, and doing it right? What sort of tasks should we delegate, and which ones should we probably hold on to? When done right, it can build relationships and improve morale among employees.

Time: 1 or 2 hours

## **Motivating Employees to Be Top Performers**

Motivating Employees is tailored to help you understand YOUR capacity and power to move your staff in the desired direction to accomplish company goals. You'll learn effective ways to motivate your staff to produce desired outcomes.

Time: 1 or 2 hours

REVISED 1/20/17



(316) 265-9922 | Toll Free (800) 234-0630

# DRUG & ALCOHOL

## **Drug & Alcohol Training for Supervisors (This training meets DOT requirements)**

Department of Transportation regulations require that new supervisors in DOT-covered positions receive one hour of training on drugs and one hour on alcohol in the workplace. This course meets those requirements, and includes information on testing protocol, effects of drugs and alcohol, and signs and symptoms of use.

Time: 2 hours

## **Drug & Alcohol Refresher Training for Supervisors (This training meets DOT requirements)**

A brief refresher on drugs & alcohol in the workplace, designed for DOT-covered supervisors who have already attended the full 2-hour course as required. (see course listed above)

Time: 1 hour

## **Intro to Alcohol & Drugs in the Workplace**

A one-hour overview of the effects of drugs and alcohol in the workplace. Suitable for non-supervisory staff, this course does not meet DOT requirements for supervisors.

Time: 1 hour

# WORKPLACE WORKSHOPS

## **Humor in the Workplace**

All work and no play means you really need to attend this session! Humor is good for you - it helps relieve stress and tension, boosts our immune system, and helps promote good interpersonal relationships. But it can be tricky to know when and where to use humor in the work setting. This course will help straighten it all out for you, as well as give you a few good chuckles to get you started.

Time: 1 hour

## **Generations in the Workplace**

What's all this talk about the Silent Generation, Baby Boomers, Gen-X'ers & Millennials? Can all of these generations successfully work together in one place? This training will provide an opportunity to explore these questions together, so join us! All generations welcome.

Time: 1 or 2 hours

REVISED 1/20/17



(316) 265-9922 | Toll Free (800) 234-0630

# WORKPLACE WORKSHOPS (continued)

## **Personality Types in the Workplace**

Come learn about how our personalities affect the way we interact at work (both good and bad). We will complete two assessments and through those you will discover your own type-dominance. All groups need a balance of the different types in order to work effectively. Come discover what your type is and how to effectively interact with other types in this exciting workshop!

Time: 1 or 2 hours

## **Valuing Differences in the Workplace**

Diversity refers to the variety of differences between people in an organization. It might seem simple, but it can be challenging, as it encompasses age, race, gender, education, ethnicity, personality, cognitive style, tenure, organizational function, and more. This training will cover the advantages to diversity, highlight phrases or behaviors that may be offensive, and show you positive ways to promote diversity within your organization.

Time: 1 or 2 hours

## **Preventing Violence in the Workplace**

Violence isn't just on the streets or in movies. It can easily occur anytime, anywhere and even in your workplace. Learn how you can identify and work to prevent acts of violence at work.

Time: 1 or 2 hours

## **Bullying in the Workplace**

Bullying doesn't just happen in school hallways. It happens in workplaces, too: name-calling, intimidation, physical threats. It all adds up to more than just stolen lunch money - it can cost your company big-time. Come learn about what bullying looks like at work, the problems it can cause in your organization, and how to put a stop to it.

Time: 1 or 2 hours

## **Being an Excellent Employee in the Workplace**

This training is for employees at all levels of an organization. Striving to be an excellent employee is one of the best ways I know to excel in your career and enjoy coming to work. Some of the topics included in this training are how to encourage and support your coworkers, developing and maintaining a positive attitude at work, efficiently managing your time, and how to have fun at work. Come and revive the passion you once had as an employee.

Time: 1 or 2 hours

REVISED 1/20/17



# MENTAL WELLNESS & SAFETY

## **Mental Wellness in the Workplace**

Many companies have gone through and survived a tremendous amount of change and upheaval over the last few years. This recent stress has taken its toll on our workforce and it is more important than ever that we help each other through the trying times. Sometimes, appearances are deceiving; more often than not, when a friend or colleague seems to be “under the weather” or “having a bad day,” more is going on under the surface. When should you be concerned about the “mental wellness” of others? How can you help someone when you are concerned? Come and learn how to recognize the signs of a problem, and what to do to help.

Time: 1 or 2 hours

## **Preventing Burnout (and Compassion Fatigue)**

At some point in our lives, we will all experience burnout. This course will look at the four definitions of burnout, the different types, and what is at the root of the problem. It will also help you identify burnout indicators, how to put a stop to the cycle, and what to do about burnout on the job - both in yourself and in your coworkers and employees.

Time: 1 or 2 hours

## **Suicide Awareness & Intervention**

When should we be seriously concerned about the emotional wellbeing of your employees? How can you help someone when you are concerned? This training will give you the tools you need to help when your employees need you.

Time: 2 hours

## **What's Your EQ? The Importance of Emotional Intelligence**

What is emotional intelligence, anyway? This workshop will explore the essential skills of emotionally intelligent people. We will discuss how emotional intelligence may impact the degree of success you have at work and in the establishment and maintenance of healthy relationships. Finally, we will explore ways to increase your emotional intelligence, or “EQ.”

Time: 1 or 2 hours

## **Taking Care of You: The Importance of Self-Care**

Self-care is a very important and vital part of our life, but often underestimated and overlooked. Understanding the importance of self-care can help facilitate and provide an environment for positive relationships both in the workplace and in your personal life. This training will include information on the importance of exercise, diet, overall nutrition, sleep, and tips to help stimulate and begin self-care practices in your own life.

Time: 1 or 2 hours

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# MENTAL WELLNESS & SAFETY (continued)

## **Work/Life Balance**

Balance... what does that look like? How do we achieve a healthy balance? Come discover the areas where you lack balance and learn how to make improvements. Challenges to achieving balance will be discussed, as well as the benefits of implementing changes in your life.

Time: 1 or 2 hours

## **The Pursuit of Happiness**

What are the ingredients of happiness? Can happiness and positivity be learned? There is a growing body of research that informs us about the importance of optimism in building resilience, success, and its effects on our physical and mental health. Come find out more about what the research indicates, so you can grow and combine these ingredients into your own unique recipe for happiness.

Time: 1 or 2 hours

# EAP CORE ESSENTIALS

## **Sleep: Its Powerful Impact on Work Performance**

Do you get a good night's sleep? 80% of adults believe that not getting enough sleep leads to poor performance at work, risk for injury, poor health, and not getting along with others. This training will explore how sleep impacts our work and personal lives as well as our health. Helpful tips and treatments will be discussed to help participants improve their chances of getting good, restful sleep.

Time: 1 or 2 hours

## **Stress Management**

This seminar will explore the common causes of stress and help participants learn identify their own personal stressors and better control the stress in their lives. The class will explore ways to achieve balance, relaxation techniques and the importance of assertiveness, and flexibility in our everyday lives.

Time: 1 or 2 hours

## **Conflict Resolution**

Conflict is a normal and healthy part of all close relationships. It is simply a given that, at times, people will have differing viewpoints, expectations, or preferences, and won't agree. Since conflict at work and home is inevitable, practicing healthy conflict resolution skills is crucial. When conflict is mismanaged can damage relationships. When conflict is handled in a healthy and respectful manner it will strengthen bonds between people and teams. This training will teach you to handle conflict in a healthy manner to keep personal and professional relationships strong.

Time: 1 or 2 hours

REVISED 1/20/17



# EAP CORE ESSENTIALS (continued)

## **Boundaries**

When working with clients and coworkers, how close is too close? Types of boundaries will be discussed, along with appropriate roles and how to maintain them. When will boundaries be tested and strained? How should we deal with clients who have poor boundaries? These questions, and more, will be explored during this training on a topic so critical to long-term professional success.

Time: 1 or 2 hours

## **Organizational Skills**

This training will help you find more balance in your life while being more productive. You'll learn tips to become more focused, have better direction, and get more done in less time. You will learn to better manage your time and prioritize your daily life, which allows more time to focus on the big picture: making sure you have room in your life for the important things.

Time: 1 or 2 hours

## **Assertive Communication**

There are few skills more essential to career success than being able to communicate in a clear, precise manner. Communication seems simple enough, right? You're just taking information you have in your head and putting it into another person's head. But of course we all know that there is much more to it than that. Come and learn some of the basics and expand your skills in this area.

Time: 1 or 2 hours

## **Customer Service**

This workshop will focus on specific strategies that pamper the customers and bring them back again and again. Techniques for listening for clues regarding what the customer truly wants (which is not always what they say) will be covered, along with strategies for turning an angry customer into a happy customer.

Time: 1 or 2 hours

## **Building Powerful Teams**

We are aware of the importance of teamwork in the workplace. This training session utilizes team activities, group assignments, and role play to help the topic come alive.

Time: 1 or 2 hours

## **Change Management**

This energetic and fun-filled class takes a humorous look at change, and how to deal with it. Participants will examine the change process and identify four different ways that people (including themselves!) deal with change.

Time: 1 or 2 hours

## **Time Management**

"There just aren't enough hours in the day!" While we can't give you more hours, we can help you make the most of the hours you do have. Come learn how to manage your time to make the most of your day and your life!

Time: 1 or 2 hours

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# EAP CORE ESSENTIALS (continued)

## **The Power of Gratitude**

Scores of studies indicate that people who develop an "attitude of gratitude" are healthier, happier, and more productive. How can we cultivate gratitude? How can we respond to difficult and devastating experiences in life and still remain thankful? Is it possible to remain positive through the small hassles of life? Come find out as we explore gratitude and its role in our world today.

Time: 1 hour

## **Know Your Limits! (formerly Living with Margin in Your Life)**

Do you know your limits? Can you see margin in your life? Margin is the space between your load and your limit. This training is partly based on Dr. Richard Swenson's book, Margin. We will take a look at technology advances and how having too much of a variety of things can cause struggle in our lives when we are trying to achieve balance and maintain our sanity. The overall goal of this training is to help us walk away with tools to build and maintain margin in our lives.

Time: 1 or 2 hours

## **Bouncing Back: The Art of Resiliency**

How well do you "bounce back" after challenging events? How well do you transform unfavorable situations into wisdom and insight? Resilience is the #1 defense against stress. Come learn about how being resilient can positively impact your life by making you stronger, more flexible, and ready for any future challenge that life throws at you.

Time: 1 or 2 hours

# MONEY MANAGEMENT

## **Keeping Your Mind Off Money at Work**

This course will examine the leading causes of financial stress and how to combat them. Participants will learn how "financial bondage" may be keeping them focused on their money instead of their jobs and their lives.

Learn how to develop a plan for Financial Freedom and keep your mind off money at work!

Time: 1 or 2 hours

## **Becoming Financially Competent**

Is financial stress sucking the joy out of your life? Do you sometimes wonder if you have the skills necessary to successfully manage your money? This course is for those wishing to learn or re-learn the basics of good personal finance. In this training you will learn how to create and maintain a budget, develop a plan for long term financial health, and systematically eliminate debt from your life. Numerous practical money saving ideas will be shared throughout the training.

Time: 1 or 2 hours

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# SEASONAL (Nov. & Dec. Only)

## **Holiday Stress**

Excited about the holidays? Me, too! Join us as we talk about ways to truly enjoy time with family and friends, revisit some of our favorite foods, and try our best to keep spending under control. The plan for our time together is that we all walk away with helpful tips to effectively manage stressors that will visit us this holiday season. Time: 1 or 2 hours

## **Give Without Regret: Holiday Spirit Without Breaking the Bank**

Excited about the holidays? Me, too! This is the time of year that beckons to us to give and spend "cheerfully." Join us as we explore ways to keep spending under control. Together we will raise our awareness of money traps and create a plan to keep the "cheer" in the holidays as we map out ways to experience true financial health. Time: 1 or 2 hours

## **EXTRAS (additional cost)**

### **Five Languages of Appreciation**

When was the last time you showed appreciation to your employees? Chances are, they don't agree. Chances are, you may not even be speaking their "language". Learn how different people receive appreciation best and how you can change simple things in how you approach showing appreciation to get the most out of this powerful morale booster!

Time: 4-6 hours \$1,000

Additional material costs may apply

### **How Marriage REALLY Works!**

Most of this training will not come as a surprise to those participating. What it WILL do is put some things into perspective that may just help you to have a better relationship with your spouse! Even pre-marital counseling doesn't prepare you for the reality of marriage, and whether you're a newlywed or veteran on the battlefield of love, you will go away with some new ideas to improve things at home.

Time: 1 or 2 hours

### **Partnership Parenting**

No one provided an instruction manual with our children. So how do you parent when what you think should work doesn't seem to go as planned? Try a "partnership" approach! This training examines the unique stages of a child's life, emotional and mental development and allows you to make the "right" decision along with them. Improve your relationship and encourage their ability to make the right decision at the same time!

### **Love and Respect**

Research reveals that during marital conflict a husband most often reacts unlovingly when feeling disrespected, and a wife reacts disrespectfully when feeling unloved. Love best motivates a woman and respect most powerfully motivates a man. Though we all need love and respect equally, the felt need differs during conflict, and this difference is as different as pink is from blue! EMPAC conducts a 14-week small group study for couples looking to enhance their marriage or work on current roadblocks. Study groups (Wichita only) are scheduled throughout the year. To check with your EMPAC counselor or call 316-265-9922 for more information.

REVISED 1/20/17



# How do I schedule on-site trainings from EMPAC for my company?

Before making a formal training request here are a few things to consider:

- First, do you have the authority to approve on-site trainings for your company? We suggest you consult the primary company contact or HR department for more information. Each company is provided a limited number of on-site trainings hours based on the contracted agreement.
- What training topic do you think will best fit your needs?
- Do you know when you would like to schedule this training? What time? Do you have flexibility or is this a fixed date?
- Do you have space available to host trainings? Do you have presentation video and audio equipment? How many participants do you anticipate?

If you are ready to schedule an on-site training from EMPAC please review and complete our "Training Request Form" on the next page.

**Please provide 3-4 weeks advance notice on any training requests to insure we meet your needs and expectations.**

Submitting this completed request form will act as a formal training request and give us the details we need to get it all coordinated and scheduled. Please share as much information as possible and never hesitate to call if you have any questions.

Once we assign and schedule a trainer for your request, our Training Coordinator will be in touch to confirm and go over any additional questions.

REVISED 1/20/17





# EMPAC

## TRAINING REQUEST FORM

Please return this request form to:  
Shirelle Hysell (Scheduling Assistant)  
by fax (316) 265-9427 or email at  
shirelle@empac-eap.com  
For questions call (316) 265-9922

Company: \_\_\_\_\_  
Training Title: \_\_\_\_\_

Contact Person for training: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**\*Option #1**  
Date requested: \_\_\_\_\_ Length of requested training:  1 hr.  2 hrs.  
Available Time Slot (If possible, please provide a window of time we could schedule your training):  
We would prefer to have our training start no later than \_\_\_\_\_ am/pm **and** end by \_\_\_\_\_ am/pm

**\*Option #2**  
Date requested: \_\_\_\_\_ Length of requested training:  1 hr.  2 hrs.  
Available Time Slot (If possible, please provide a window of time we could schedule your training):  
We would prefer to have our training start no later than \_\_\_\_\_ am/pm **and** end by \_\_\_\_\_ am/pm

\*Dates and times on training requests are not guaranteed based on training schedule and availability. We will do our best to accommodate.

Training Location/Address: \_\_\_\_\_

The training location has the following accommodations (check all that apply)?  
Projector  Laptop/Presenter  Flip chart/white board  Microphone  Internet access

# of employees to attend (approx.): \_\_\_\_\_

Please describe or tell us about the potential attendees (i.e. management/supervisors/new employees). Be as specific as possible: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any particular reason(s) for this training request (i.e. internal issues, professional development)?  
\_\_\_\_\_  
\_\_\_\_\_

What do you hope your employees will gain by attending this particular training?  
\_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL COMMENTS/SUGGESTIONS YOU WANT TO SHARE WITH YOUR ASSIGNED EMPAC TRAINER:

EMPAC INTERNAL USE ONLY	Final Attendance: _____
Assigned trainer: _____	
Date assigned: _____	
EMPAC will take the following: Thumb drive <input type="checkbox"/> Laptop/Presenter <input type="checkbox"/> Handouts <input type="checkbox"/>	

# EMPAC

## TRAINING REQUEST FORM

Please return this request form to:  
Autumn Mumford (Training Coordinator)  
by fax (316) 265-9427 or email at  
amumford@empac-eap.com  
For questions call (316) 265-9922

**EXAMPLE**

Company: AAA Company  
Training Title: Conflict Resolution

Contact Person for training: Mrs. CEO  
Phone: (316) 000-0000 Email: ceo@ceo.com

**\*Option #1**  
Date requested: 11/25/16 Length of requested training:  1 hr.  2 hrs.  
Available Time Slot (If possible, please provide a window of time we could schedule your training):  
We would prefer to have our training start no later than 10 am/pm and end by 12 am/pm

**\*Option #2**  
Date requested: 11/26/16 Length of requested training:  1 hr.  2 hrs.  
Available Time Slot (If possible, please provide a window of time we could schedule your training):  
We would prefer to have our training start no later than 11 am/pm and end by 1 am/pm

\*Dates and times on training requests are not guaranteed based on training schedule and availability. We will do our best to accommodate.

Training Location/Address: 100 Main Street

The training location has the following accommodations (check all that apply)?

Projector  Laptop/Presenter  Flip chart/white board  Microphone  Internet access

# of employees to attend (approx.): 30

Please describe or tell us about the potential attendees (i.e. management/supervisors/new employees). Be as specific as possible:  
Managers/Supervisors

Any particular reason(s) for this training request (i.e. internal issues, professional development)?  
Various personalities that add to different opinions

What do you hope your employees will gain by attending this particular training?  
Skills to aid in conflict

ADDITIONAL COMMENTS/SUGGESTIONS YOU WANT TO SHARE WITH YOUR ASSIGNED EMPAC TRAINER:

Entrance is in Bldg B on South end.

EMPAC INTERNAL USE ONLY

Final Attendance: \_\_\_\_\_

Assigned trainer: \_\_\_\_\_

Date assigned: \_\_\_\_\_

EMPAC will take the following: Thumb drive  Laptop/Presenter  Handouts



**SEDGWICK COUNTY, KANSAS**  
**FINANCE DEPARTMENT**  
**DIVISION OF PURCHASING**  
525 N. Main, Suite 823 ~ Wichita, KS 67203  
Phone: 316 660-7255 Fax: 316-383-7055  
<http://www.sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR PROPOSAL**  
**#17-0013**  
**EMPLOYEE ASSISTANCE PROGRAM SERVICES**

**March 24, 2017**

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Employee Assistance Program Services. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45pm CDT, April 25, 2017.

**All contact concerning this solicitation shall be made through the Division of Purchasing.** Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer's response.

Sincerely,

Kara Kingsley  
Buyer



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Appendix A – 2016 Year-End Utilization Report

## **I. About this Document**

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

## **II. Background**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County believes that the physical and emotional health of employees and their families is essential to employee job satisfaction and productivity. The county recognizes that employees sometimes experience problems in their personal life that affect home life, relationships and the ability to function effectively on the job. The most common problems are financial, marital, family, alcohol and drug abuse, emotional/mental, and legal. The county further recognizes that alcoholism and drug addiction are illnesses which can be successfully treated. In most cases, personal problems can be solved, especially if identified and addressed early.

The county employs approximately 2,545 full time and 192 part time employees. The organization has eight (8) departments with over thirty-five (35) divisions, and six (6) elected official offices. It is a diverse employee population that includes all education and working income levels. COMCARE which deals with mental health, Sheriff Office, Fire Department and Emergency Medical Services are just some of the departments that make up Sedgwick County. Types of work range from entry-level labor and clerical to management and professional. The Human Resources Department (HR) is the primary contact for the EAP provider.

In 2016 the current EAP provider counseled 143 employees for a total of 466.07 session hours See section 16 for a copy of the 2016 year utilization report.

Most EAP contacts are voluntary by employees or family members and are completely confidential. Occasionally a mandatory referral is made by a department or a supervisor.

### **III. Project Objectives**

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Employee Assistance Program Services. The following objectives have been identified for this contract:

- A. Acquire Employee Assistance Program Services meeting the parameters, conditions and mandatory requirements presented in the document.
- B. Establish contract pricing, starting January 1, 2018, with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
- C. Acquire Employee Assistance Program Services with the most advantageous overall cost to the county.

### **IV. Submittals**

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kara Kingsley  
Sedgwick County Division of Purchasing  
525 N. Main, Suite 823  
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, April 25, 2017**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CDT, on the due date. No information other than the respondent's name will be disclosed at bid opening.

### **V. Scope of Work**

This section lists the criteria to be considered in evaluating the ability of vendors interested in providing the service specified in this solicitation document. All requirements along with the questionnaire found below must be addressed in the vendor's proposal response. The organization selected will provide the following:

- A. Offer services consistent with County operations, employee demographics, and insurance coverage. Provide services in accordance with Americans with Disabilities Act (ADA), or other special employee needs to include language and hearing barriers.
- B. Meet with employees who contact the agency for up to three (3) individual counseling sessions to determine the nature and severity of the problem(s) and make appropriate referrals. These sessions must be free-of-charge to the employee or family members. Voluntary employee meetings often need to be on short notice, and/or at odd hours. Topics may include stress, family, employment issues, grief, tobacco, alcohol and drugs, marriage and divorce, depression, parent-child relationships, child/spouse abuse, aging, eating disorders, financial, school, gambling, mental health, workplace violence, bullying, reduction in force, and Critical Incident Stress Debriefing (CISD) sessions when traumatic events impact the workplace. Agency must have access to literature or support groups to refer employees to if they do not want one-on-one counseling.
- C. Develop and maintain arrangements with referral sources to meet the needs of employees and family members in a cost effective manner. Proper referrals will be made if more extensive counseling is needed or further counseling is needed, and the number of counseling sessions is exhausted. Considerations will be given to the employee's health insurance coverage, ability to pay, location of services, presenting problems, service provider's qualifications, and the employee's expressed preferences.
- D. Assist in maintaining current policies and procedures for the program, and provide professional consultation to the County in developing plans for implementing EAP services.
- E. Assist with periodic training for supervisors on the voluntary and mandatory referral processes along with a (2) two-hour training on the signs and symptoms of alcohol and drug use and misuse as needed per Sedgwick County Policy.
- F. Attend County health and wellness fair on Columbus Day in October of each year. Occasionally conduct lunch and learns at County facilities to promote EAP services as requested.
- G. Provide promotional literature (brochures, posters, electronic) for employees, family members and supervisors.

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- H. Provide a 24-hour, toll-free telephone number for employees, family members and supervisors to call for immediate assistance. Provide services between the hours of 8:00 a.m. to 5:00 p.m. and after hours flexible to requests of County employees. The county has first, second and third shift employees.
- I. Assign a staff member as the county's EAP representative. This individual must be a Substance Abuse Professional (SAP) who will perform Department of Transportation's requirements for approximately 150 employees covered by the Omnibus Transportation Employee Testing Act (OTETA), with effective backup also arranged. The county needs a representative for administration and spokesperson, and vendor will need to provide counselors on a case by case basis.
- J. Provide at least 32 hours annually of on-site training on stress management, work/life balance, time management, money management, drug free workplace, substance abuse awareness, and similar classes appropriate to all employees.
- K. Submit quarterly utilization reports consisting of the number of employees using the services, including demographics, trends, and patterns of problems involved, and in general, the overall benefit of the program and suggestions to improve the service. Additionally, submit a quarterly employee satisfaction survey outcomes reports utilizing an employee satisfaction survey, for example.
- L. Consult with the supervisory staff in the county in dealing with difficult and/or unusual situations involving the EAP including harassment, and conflict resolution. Notify HR Director or designee of any violations of the law, including sexual harassment and discrimination complaints.
- M. Maintain records of client contacts and services for at least three (3) years thereafter.
- N. Receive mandatory referrals that are based upon employment issues to include workplace threats and violence, positive drug tests, or declining work performance.
  - 1. Referrals are confidential from anyone who does not have a legitimate need to know. A release of confidential information form will be signed by the employee to allow the EAP provider to discuss employee status with HR.
  - 2. Mandatory client meetings must take place within twenty-four hours of notification.
  - 3. The EAP provider will report to the referring supervisor on the first mandatory client meeting within twenty-four hours.
  - 4. The EAP provider will report to the referring supervisor on employee's progress to the extent allowed by law and expressed in release of information documents signed by the client.
  - 5. The EAP provider will report to the referring supervisor when the requirements of the mandatory referral have been met within five (5) business days of the completion of those requirements.

**VI. Sedgwick County's Responsibility**

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the county contract manager with respect to the work to be performed under this contract.
- Remit monthly payment in ACH format.

**VII. Proposal Terms**

**A. Questions and Contact Information**

Any questions regarding this document must be submitted in writing to Kara Kingsley at [kara.kingsley@sedgwick.gov](mailto:kara.kingsley@sedgwick.gov) by 5:00 p.m. CDT Wednesday, April 5, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp), under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CDT Friday, April 7, 2017. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

**B. Minimum Firm Qualifications**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

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1. Have a minimum of 5 years' experience in providing services similar to those specified in this RFP.
2. Counselors should have at least a master's degree in psychology or social work, as well as at least three (3) to five (5) years of clinical experience. In addition, all counselors must be licensed in the State of Kansas.
3. Have an expertise understanding of industry standards and best practices.
4. Have experience in managing projects of comparable size and complexity to that being proposed.
5. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
6. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
7. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
8. Have proper certifications(s) and/or license(s) for the services specified in the RFP
9. Provide project supervision (as required) and quality control procedures.
10. Have appropriate material, equipment and labor to perform specified services.
11. Maintain a website with EAP contact information, overview of services, FAQ's, sample resources, company history, staff directory, and resource library for employees. Also provide an employer log in portal with access to training material, wellness articles, and a resource library.
12. With respect to inquiries regarding the county's policies and procedures, the EAP Vendor shall act only in the role of counselor/mediator and not provide legal advice against the county to the employee. The selected vendor shall refer any inquires relating to potential legal claims against the county to the county Administrator.

**C. Evaluation Criteria**

The selection process will be based on the responses to this RFP and live demonstrations or interviews, if required. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints. County review committee will judge each response as determined by the scoring criteria below:

Component	Points
a. Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response	25
b. Proven ability to provide high quality service	25
c. Qualifications and expertise	25
d. The most advantageous proposal as determined by the county	25
Total Points	100

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Division of Purchasing at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	<b>March 24, 2017</b>
Questions and clarifications submitted in writing by 5:00 p.m. CDT	<b>April 5, 2017</b>
Addendum Issued	<b>April 7, 2017</b>
Sealed Proposal due before 1:45pm CDT	<b>April 25, 2017</b>
Evaluation Period	<b>April 25 – May 31, 2017</b>
Board of Bids and Contracts Recommendation	<b>June 8, 2017</b>
Board of County Commission Award	<b>June 14, 2017</b>

E. Contract Period and Payment Terms

A contractual period will begin January 1, 2018, following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of three (3) years with two (2) one (1) year options to renew.

It is the intent of Sedgwick County to lock the terms, conditions, and costs for the initial three (3) year period. Each vendor should clearly delineate exception if an escalation/de-escalation approach is being proposed. All pricing must be formatted as indicated in Section X Pricing Information.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

[http://www.sedgwickcounty.org/purchasing/payment\\_and\\_invoice\\_provisions.pdf](http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf)

F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

**NOTE:** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

**Workers' Compensation:**

Applicable coverage per State Statutes

**Employer's Liability Insurance:** \$100,000.00

**Commercial General Liability Insurance:**

Each Occurrence \$500,000.00

Aggregate \$500,000.00

**Personal Injury:**

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

**Automobile Liability:**

Combined single limit \$500,000.00

**Professional Liability**

If required

***Special Risks or Circumstances:***

***Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.***

**G. Indemnification**

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

**H. Confidential Matters and Data Ownership**

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. Proposal Conditions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Proposal%20Terms%20%20Conditions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Proposal%20Terms%20%20Conditions.pdf)

General Contract Provisions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/General%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf)

Mandatory Contract Provisions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Mandatory%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf)

Sample Contract

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Sample%20Contract.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf)

**VIII. Required Response Content**

Proposals received should reflect in detail their inclusion and the degree provided. The Proposal should be organized in the following format and information sequence:

- A. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- B. Provide a description of contractor's firm, its organization, size and nature of services available.
- C. Provide information on the contractor's background, expertise and qualifications to provide the services outlined in this RFP.
- D. Acknowledge and address in sequential order and in detail the plan/verification of ability to meet scope of services, qualifications, conditions and stipulations as outlined in this proposal document.
- E. Provide a project plan and timeline for implementation.
- F. Provide the hours, location and staffing of customer service.
- G. Provide a bank reference statement and/or copy of the most recent, audited, annual financial statement.
- H. Submit a statement disclosing any actual or potential conflicts of interest with Sedgwick County, its officers, agents and employees.
- I. Provide a statement discussing any current ongoing litigation, which may cause conflicts or affect the ability of the proposer to provide services.
- J. Identify any other expectations of the county not addressed in the request for proposal document.
- K. Provide any additional information relevant to expertise of the requested services that may assist the county in evaluating the proposal response.
- L. Complete and return Vendor Organization Questionnaire.
- M. Provide a completed Proposal Response Form.

**IX. Questionnaire**

In your response document, respond to all questions and requests listed below. Please precede your answer with a copy of the question. A copy of the questionnaire must accompany all responses to the RFP. Please note that in the case of a discrepancy this document will prevail.

- A. Does your Proposal contain any deviations scope of service, conditions, stipulations or other provisions of the Specifications? If yes, provide details in a separate cover letter. Otherwise, confirm you have responded according to the Proposal conditions.
- B. Are the fees quoted in this Proposal firm and guaranteed for the term of the contract?
- C. Provide references of three current clients of similar size for whom you provide administration for voluntary benefits. Include date plan was effective, benefit plans administered, number of covered employees, name of entity/contact person and phone number.
- D. Provide references of three former clients who have terminated your services in the past two (2) years. Provide the same information as noted above.

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- E. Provide the per-employee cost to administer services described within the proposal.
- F. Are additional services available beyond what is described within this RFP and/or your proposal? If so, please provide a description and the fees for these services (i.e. telephonic or online counseling)?
- G. Is this Proposal tied to any other benefit offer (e.g. the EAP is only available if the county also purchases a medical plan through this vendor)?
- H. Describe in detail any performance standards and guarantees you will offer the county.
- I. Is participation guaranteed for employees and their family members? If no, please explain.
- J. Are any employee orientation sessions included in the fees being proposed? If so, how many?
- K. Will any information be sent to employees to help promote the availability of the EAP? If so, when?
- L. Describe the range of both administrative and member services provided by your organization.
- M. Describe the training and employee communication strategy that would be used to educate County employees about the services available.
- N. Who will be responsible for assisting the county with rolling out the services and marketing to employees and their family members? Please provide a brief biography that includes qualifications and experience performing similar work. Please include their name and contact information.
- O. Who will assist the County with ongoing administration (i.e. account management)? Please provide a brief biography that includes qualifications and experience performing similar work. Please include their name and contact information.
- P. Who will assist the county with on-going questions or issues? Please provide a brief biography that includes qualifications and experience performing similar work. Please include their name and contact information.
- Q. What has been the incidence of account management turnover for the unit which will service Sedgwick County over the last two years?
- R. Describe how you will handle, process and reply to employee inquires. Include whether or not you provide a toll free number and if there is 24-hour access to counselors. Also please provide the office locations and hours in which you will have counselors available by phone. Describe whether all services are provided by telephone or the circumstances under which counselors meet in person.
- S. Are the individuals staffing the phones at least master level counselors? If no, please explain.
- T. Are background checks conducted on all counselors? Please describe.
- U. Are counselors trained on any legal issues associated with employment? Please describe.
- V. Does the plan comply with all State and Federal mandates, including COBRA and HIPPA? If no, please provide copies of pertinent policies and procedures relating to these requirements.
- W. Does your organization outsource administration for any of the services you provide? If so, please explain and identify the other vendors that would be providing services to County employees.
- X. In addition to the reports presented with your Proposal, do you provide any additional reports upon request? Is there a charge? If yes, please provide additional cost.
- Y. Are there any reports you will not provide to the county? If so, please describe.
- Z. What education services (i.e. seminars, etc.) will you provide and at what cost?
- AA. What experience has your company had with public sector entities?
- BB. How long has your company been in business?
- CC. Briefly indicate the main attributes that differentiate your company from your competitors.
- DD. Is your company a subsidiary or affiliate of another company? If yes, please explain and provide full disclosure of any direct or indirect ownership or control by an administrative service agency.
- EE. Describe any pending arrangements to merge or sell your company.

**X. Pricing Information**

	Price Per Employee Per Month
Initial Term – Three (3) years	\$
Renew Option Year One (1)	\$
Renew Option Year Two (2)	\$

The fee proposed should be stated on a per employee per year basis. The fee(s) for all services listed in this document should be included. If there are any additional extra cost services available, they may be included in the proposal but should be clearly identified as additional cost items. All prices for the initial term shall be firm and fixed.

**XI. Response Form**

**REQUEST FOR PROPOSAL**

**#17-0013**

**EMPLOYEE ASSISTANCE PROGRAM SERVICES**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME \_\_\_\_\_

DBA/SAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

STATE OF INCORPORATION or ORGANIZATION \_\_\_\_\_ COMPANY WEBSITE \_\_\_\_\_

ADDRESS \_\_\_\_\_ EMAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Other (Describe): \_\_\_\_\_

BUSINESS MODEL: Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_

Dealer \_\_\_\_\_ Other (Describe): \_\_\_\_\_

Not a Minority-Owned Business: \_\_\_\_\_ Minority-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_\_\_ African American (05) \_\_\_\_ Asian Pacific (10) \_\_\_\_ Subcontinent Asian (15) \_\_\_\_ Hispanic (20)

\_\_\_\_ Native American (25) \_\_\_\_ Other (30) - Please specify \_\_\_\_\_

Not a Woman-Owned Business: \_\_\_\_\_ Woman-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_\_\_ Not Minority -Woman Owned (50) \_\_\_\_ African American-Woman Owned (55)

\_\_\_\_ Asian Pacific-Woman Owned (60) \_\_\_\_ Subcontinent Asian-Woman Owned (65) \_\_\_\_ Hispanic Woman Owned (70)

\_\_\_\_ Native American-Woman Owned (75) \_\_\_\_ Other – Woman Owned (80) – Please specify \_\_\_\_\_

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: \_\_\_\_\_ Yes \_\_\_\_\_ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: \_\_\_\_\_ Yes \_\_\_\_\_ No

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp) .

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_

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**Appendix A**

2016 Year-End Utilization Report, the information below is to be used for informational purposes only.

During the year 2016 EAP counseled 143 employees for a total of 466.07 session hours. The following is a listing of the identified problem areas.

Description	Number of Employees
Abuse	1
Anger	6
Anxiety	10
Blended Families	1
Depression	18
Divorce	0
Domestic Violence	1
Drugs	1
Emotional	10
Family/Relationship	9
Financial	3
Grief & Loss	5
Legal	4
Marital	14
Mental Health	1
New Problem	7
Parenting	2
Relationship	9
School	4
Spiritual/Religious	1
Stress	6
Stress at work	5
Suicide	2
Trauma	2
Work/Life Issues	4
Workplace Related	13
Total	139



SEDGWICK COUNTY, KANSAS  
DIVISION OF FINANCE  
Purchasing Division  
Joseph Thomas, Purchasing Director  
525 N. Main, Suite 823 ~ Wichita, KS 67203  
Phone: 316 660-7255 Fax: 316 383-7055  
<http://sedgwickcounty.org/finance/purchasing.asp>

EMPLOYEE ASSISTANCE PROGRAM SERVICES  
#17-0013  
ADDENDUM 1

April 3, 2017

The following is to ensure that vendors have complete information prior to submitting a response. Below are some clarifications regarding Employee Assistance Program Services:

Questions and/or statements of clarification are in bold font, and answers to specific questions are italicized.

**1. List the first known date, but benefit, per contract:**

*Answer: DISCLAIMER-Some vendors have an earlier start date with Sedgwick County than listed*

- A. *Dental: Delta Dental – 1/1/2009 (this is one that started earlier, but I don't have exact date)*
- B. *Vision: Superior Vision – 1/1/2012*
- C. *Flexible Spending Accounts: ASI Flex -1/1/2012*
- D. *Life & AD&D Insurance: Advance Life-1/1/2010*
- E. *Cobra Retiree Administration: Harrington Health -1/1/2003*
- F. *Employee Assistance Program: EMPAC – 1/1/2012*
- G. *Voluntary Products: We do not currently offer Voluntary Products-no vendor*

**2. Why has the County decided to bid these services at this time (fees, service issues, standard due diligence, etc.)?**

*Answer: Current contracts are due for a new RFP.*

**3. Are the claims technology adequate for the County and participants?**

*Answer: Yes*

**4. What would be the catalyst for the County to change administrators?**

*Answer: Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response, proven ability to provide high quality service, qualifications and expertise and, the most advantageous proposal as determined by Sedgwick County.*

**5. Does the current administrator/vendor provide the County with a dedicated account team to work with for onboarding and plan administration?**

*Answer: Yes, each of the RFP's have a dedicated account team. Regular meetings are required between Sedgwick County Human Resources and the vendor. Depending on the product, a regular scorecard will be provided to the vendors to discuss differing levels of expectations (i.e. customer satisfaction, account administration).*

**6. How many informational seminars does the County anticipate the TPA will need to provide?**

*Answer: If the TPA is new, seminars would be required before a go live date. Depending on the product TPA is administrating, there may be Open Enrollment meetings for the TPA to attend/conduct. Some products will not require seminars (i.e. Cobra Retiree administration) and some products will require more (i.e. Employee Assistance Program).*

**7. Is the County required to prefund the FSA with their current TPA?**

*Answer: No*

**8. What is the turnaround time for claims with the current TPA?**

*Answer: Varies by vendor*

**9. Does the current TPA provide online and mobile claims and account inquiry technology?**

*Answer: Dental, Vision, Flexible Spending Accounts all provide online and mobile access.*

**10. Any plan design alternatives desired?**

*Answer: We are willing to review any plan design options your company offers.*

**11. Does Sedgwick County currently utilize a ben admin/HRIS/payroll/enrollment vendor? If so, who?**

*Answer: No all eligibility/payroll/benefits administration is handled in-house.*

**Included with this document is the All Benefit Eligible Employees spreadsheet.**

Firms interested in submitting a *proposal* must respond with complete information and **deliver on or before 1:45 p.m. April 25, 2017**. Late *proposals* will not be accepted and will not receive consideration for final award.

**“PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE *PROPOSAL* RESPONSE PAGE.”**



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Kara Kingsley  
Purchasing Agent



SEDGWICK COUNTY, KANSAS  
DIVISION OF FINANCE  
Purchasing Division  
Joseph Thomas, Purchasing Director  
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**EMPLOYEE ASSISTANCE PROGRAM SERVICES**  
**#17-0013**  
**ADDENDUM 2**

April 7, 2017

The following is to ensure that vendors have complete information prior to submitting a response. Below are some clarifications regarding Employee Assistance Program Services:

**Questions and/or statements of clarification are in bold font, and answers to specific questions are italicized.**

**1. Please confirm that EAP will be offered to all Full-Time and Part-Time employees.**

*Answer: Yes*

**2. How many CISD hours would you like embedded into the PEPM rate?**

*Answer: We will need approximately 67 hours. We used 54.5 hours in 2016 and project an increase for the 911 department per a request we received.*

**3. Are the two hours mentioned in Page 4, Section E included in the 32 hours mentioned in Page 5, Section J?**

*Answer: The two hours are NOT included in the 32 hours of training.*

**4. Are the hours for the County Health and Wellness fair (Page 4, Section F) included in the 32 hours mentioned in Page 5, Section J? How many hours?**

*Answer: Columbus Day hours are NOT included in the 32 hours. Columbus Day is from 9:30 a.m.-12:30 p.m. and someone would need to be there to set up between 7-8 a.m. depending on how long it will take you to set up.*

**5. How many of the 32 hours mentioned in Page 5, Section J were used in 2015 and 2016 were actually used?**

*Answer: See attached: Empac Total Training Classes*

**6. Page 11 Section X: After the initial three-year term, are the two 1-year renewal options upon mutual agreement or at the sole discretion of the group?**

*Answer: Mutual Agreement, Sedgwick County will make the request for renewal.*

**7. Please confirm the group would like to see Work/Life included in the proposal.**

*Answer: Yes. Please explain what services your offer in regards to work/life balance.*

**8. What is your current rate? What services are included in this rate (# of sessions, work/life, onsite hours, etc.)?**

*Answer: \$.73 per employee/per month-in no event shall the total compensation paid in any year exceed \$26,900/annually unless numerous employees are added and a negotiated price was agreed upon. All services are included in this pricing.*

**9. Please provide utilization reports for 2015, 2016, and 2017 YTD.**

**a. If utilization reports are not available, please provide utilization percentages, separated by EAP and work/life, for 2015, 2016 and 2017 YTD, and indicate what services are included in these utilization percentages (counseling sessions, web hits, onsite hours, etc.).**

*Answer: Utilization reports attached: 2015-2017 EAP Utilization*

**10. How many EAP cases were there in 2017 YTD? 2016? 2015?**

*Answer: Utilization reports attached: 2015-2017 EAP Utilization*

**11. How many EAP cases were referred to a provider/counseling sessions in 2017 YTD? 2016? 2015?**

*Answer: Utilization reports attached: 2015-2017 EAP Utilization*

**12. How many EAP face-to-face counseling sessions were completed in 2017 YTD? 2016? 2015?**

*Answer: Utilization reports attached: 2015-2017 EAP Utilization*

**13. What was the average number of visits per EAP face-to-face case in 2017 YTD? 2016? 2015?**

*Answer: Utilization reports attached: 2015-2017 EAP Utilization*

**14. How many EAP calls were handled in 2017 YTD? 2016? 2015?**

*Answer: Utilization reports attached: 2015-2017 EAP Utilization*

**15. How many work/life cases were there in 2017 YTD? 2016? 2015?**

*Answer: Utilization reports attached: 2015-2017 EAP Utilization*

**16. Are you open to using your chosen vendor's standard contract as long as we incorporate your mandatory contract terms?**

*Answer: Sedgwick County will be open to using a vendor's standard contract. However, there is no guarantee of using the vendor's contract.*

**17. Section VII Proposal Terms, I. Proposal Conditions, General Contract Provisions, if we are not required to use your agreement, do we still need to incorporate your General Contract Provisions in the RFP response?**

*Answer: That is preferable, although there could be some flexibility if appropriate.*

**18. Section VII Proposal Terms, I. Proposal Conditions, Mandatory Contract Provisions, is there any room for negotiation on your mandatory contract terms? Specifically the Disclaimer of Liability, and the Arbitration?**

*Answer: No.*

**Bid Open Date has been moved to May 2, 2017 at 2:00 p.m. CDT. All responses must be received and stamped in by 1:45 p.m. CDT on May 2, 2017. Late responses will not be accepted.**

**We will allow for additional questions. Questions must be received by 5:00 p.m. CDT, April 12, 2017. Addendum 3 will be issued by 5:00 p.m. CDT April 14, 2017.**

**Included with this document are a copy of the RFP in a Word document, census information provided in an Excel spreadsheet and, the EMPAC Total Training Classes and the 2015-2017 EAP Utilization information in PDF.**



Firms interested in submitting a *proposal* must respond with complete information and **deliver on or before 1:45 p.m. May 2, 2017**. Late *proposals* will not be accepted and will not receive consideration for final award.

**“PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE *PROPOSAL* RESPONSE PAGE.”**



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