

November 16, 2020

Julie Schiltz
Connie Heinrichs
State of Nebraska
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

RE: RFP #6395 Z1

Dear Julie and Connie:

Health Advocate is pleased to submit our response to your request for proposal for Employee Assistance Program (EAP) services for the State of Nebraska. We are confident that we will deliver an extraordinary EAP+Work/Life solution that will optimize value for their employees and family members. We know employees of the State can hold many different roles ranging from police officers to secretaries to maintenance workers and that each of those different members have their own unique personal and professional struggles. Our wide portfolio of clients allows us to be a perfect fit for your members due to our experience supporting many different industries. Additionally, we work closely with clients to come up with a unique communications strategy to span your workforce and gain higher engagement in our EAP program. We are especially sensitive to the new, unique struggles all of our members are experiencing as a result of the COVID-19 pandemic and have increased our support in light of this.

Health Advocate has historically helped people take a holistic approach to improving their physical and emotional wellbeing. Our EAP places the highest priority on treating members with respect and dignity, protecting their privacy, and working to eliminate the stigma often associated with using an EAP. Our members are reassured and comforted by using services from a company whose very name implies advocacy and a human touch. Our members understand that our only agenda is to provide support and facilitate the best possible outcome for them. Being independent of payers, providers, and the employer builds credibility with our members, allowing us to become a trusted resource, and creates an overall easier experience for them to seek the care and help they need.

We recognize that employees bring their personal issues to work, such as financial stress, legal concerns, child and eldercare responsibilities, and more. All of these outside stressors can have a negative impact on productivity, cause increased absenteeism, impact the financial health of the company, and create an unhappy workforce. Health Advocate's services are accessible through a 24/7 toll free number and all calls are answered by Master's-level clinicians. Those clinicians assist members in dealing with the day to day stressors in their lives including divorce, raising a child, financial issues, legal issues, child/elder care resources, relocation assistance, maintaining a home, and a wide-variety of other personal concerns.

Joanne O'Toole

Assistant Vice President, Sales
Health Advocate

t 630.357.6614

e jotoole@HealthAdvocate.com

HealthAdvocate.com

3043 Walton Road

Plymouth Meeting, PA
19462

Additionally, our comprehensive program covers the employee, their spouse, eligible dependents and notably their parents and parents-in-law regardless of where they live. This extended coverage is unique in the EAP and Work/Life marketplace.

Our programs offer a cost-effective, robust solution rooted in the highly personalized approach that has been a hallmark of Health Advocate since our inception. Our program is designed with the following features in mind:

- Multiple access points: phone, app, text and website - 24/7, 365 days a year
- A complete COVID-19 resource center for information and updates
- Option to include Digital Cognitive Behavioral Therapy (dCBT) Tool
- An extensive fully integrated Work/Life program including on-line Financial Wellness, Identity Theft Assistance, Managers Assistance Program and Personal Concierge Service
- Management support 24/7 for sensitive employee issues
- Option to use video counseling or texting in place of face-to-face visits
- Expert quick response to support critical incidents
- Extensive, award winning communications to support awareness and engagement

The objective of Health Advocate's EAP and Work/Life program is to be a continual source of support for employees, providing 24/7/365 nationwide access to Master's-level licensed clinicians. Further, the program aims to be a key resource for clients as well, providing valuable services designed to support managers and supervisors, educate and train staff, and strengthen our clients' overall organizational goals.

Thank you in advance for your consideration of our services. Please do not hesitate to contact me with any questions. We look forward to your feedback and next steps.

Sincerely,

Joanne O'Toole
Assistant Vice President, Sales
jotoole@healthadvocate.com
630.357.6614

PROPRIETARY AND CONFIDENTIAL

Please note that Health Advocate, a subsidiary of Intrado Corporation, considers all information contained within this proposal to be proprietary and confidential. The information provided herein, including any attachments is in response to this specific RFP request and is only to be used for the purpose of evaluation within the scope of said request. Any use of this information beyond this purpose, including distribution to parties who are not involved in this RFP evaluation process, is strictly prohibited.

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for the State of Nebraska for EAP and Work/Life Services

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REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

CONTRACTOR MUST COMPLETE THE FOLLOWING

with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

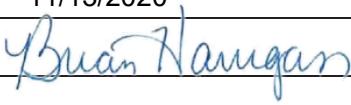
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

 NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

 I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

 I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD OR DOCUSIGN

FIRM:	Health Advocate
COMPLETE ADDRESS:	3043 Walton Rd., Plymouth Meeting, PA 19462
TELEPHONE NUMBER:	610.397.7398
DATE:	11/13/2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Brian Harrigan - Chief Sales Officer

Corporate Overview

Health Advocate was incorporated in 2001 as a privately-held Delaware corporation. Health Advocate's EAP and Work/Life services have been operating for 30 years; as we acquired two EAPs, between 2010 and 2012 whose operations date back to 1979. The State of Nebraska will have access to a combined 90+ years of EAP experience through the senior EAP management team consisting of Bert Alicea, MA, CEAP, Executive Vice President. Additional support will be provided by Cynthia Persico, LMHC, CEAP, Regional Vice President; Judith Grant, LSW, MBA, CEAP, Regional Vice President; and Brad Moyer, MA, CADC, CEAP, LPC, Senior Clinical Director. This senior leadership team will ensure our EAP and Work/Life solution is meeting The State of Nebraska's needs as well as present new and innovative solutions to promote our services.

Our EAP and Work/Life services cover over 55,000 clients and 32 million lives such as Genesis HealthCare consisting of over 30,000 employee lives, Bass Pro with 33,245 lives, Delaware Valley Trusts with 10,214 lives, and many other well-known companies spanning across many different industries. Health Advocate has vast experience providing EAP support to more than 210 Government and Public Sector clients, currently servicing over 83,000 employee lives plus their dependents. Our EAP services offer training on emotional well-being for Government and Public Sector relating to mental health issues, burn-out prevention, substance use disorder awareness and effective interventions; supported with monthly promotional campaigns highlighting various mental health concerns and encouraging assistance.

All direct telephonic EAP and Work/Life services are handled by Health Advocate Master's level clinicians, responsible for our entire range of EAP services and will manage each case from intake to conclusion. Health Advocate currently has more than 750 full-time employees, and 90+ work in the EAP division. Health Advocate utilizes a network of 62,000 affiliates to perform the clinical face-to-face sessions. All of our licensed counselors have a Master's degree in one of the Human Service areas and a minimum of five years of clinical experience in dealing with a wide variety of drug and alcohol, family, marital, occupational and stress-related problems. The average tenure among our Master's Level licensed clinicians is more than 10 years.

Affiliates' qualifications include a minimum of a Master's-level degree with three years of post-Master's employee assistance experience. In addition to specialty areas, Health Advocate gives preference to those counselors who maintain their Certified Employee Assistance Professional (CEAP) status, with an annual review of professional association membership to ensure ongoing certification of licensure and status.

Health Advocate helps people take a holistic approach to improving their physical and emotional wellbeing. Our EAP places the highest priority on treating members with respect and dignity, protecting their privacy, and working to eliminate the stigma often associated with using an EAP. Our members are reassured and comforted by using services from a company whose very name implies advocacy and a human touch. Our members understand that our only agenda is to provide support and facilitate the best possible outcome for them. Our identity as a compassionate yet independent company -- independent of payers, providers, and employers -- builds credibility with our members, allowing us to become a trusted resource, and creates an overall easier experience for them to seek the care and help they need.

Health Advocate offers many unique differentiators including:

- Health Advocate is a stable, widely respected and well-recognized company.
- Expanded eligibility provides holistic support to more family members; employee, spouse/domestic partner, dependents, parents and in-laws all have access without having to be on the medical plan or live in the same household.
- Providing multi-level support for managers at all levels and functions within the organization to reduce risk, strengthen leadership and increase awareness of the program.
- A balanced emphasis on both the personal touch service we're known for and technology-aided engagement opportunities that allow members to connect with EAP resources wherever and whenever they choose.
- Multiple modalities to meet diverse interaction preferences. 24/7/365 access through our mobile app, chat functionality on our website, and options for video and text based counseling.

We have developed an implementation plan that addresses all key areas of installation and can be easily customized to meet the State of Nebraska's specific requirements. The entire process has been designed to be as simple as possible from a client perspective and will be coordinated by the State of Nebraska's Account Manager. A typical installation takes 30 to 60 days.

We gauge client satisfaction using various techniques. One such technique is measuring our client retention rate. Health Advocate's client retention rate across our book of business is approximately 90 percent, as very few accounts have terminated our services.

The State of Nebraska's Account Manager will also ensure all of your needs are being met through quarterly meetings. Quarterly meetings are an excellent way to assess and improve client participation and satisfaction. The quarterly meetings are designed to review client expectations, client satisfaction, statistical impact reports, current trends and satisfaction surveys. Another measurement of the success of a client's program is learning the satisfaction level of its employees. We survey members with our standard member satisfaction survey and calculate results on a quarterly basis.

The objective of Health Advocate's EAP and Work/Life program is to be a continual source of support for employees, providing access to Master's-level licensed clinicians. Further, the program aims to be a key resource for clients as well, providing valuable services designed to support managers and supervisors, educate and train staff, and strengthen our clients' overall organizational goals.

Leadership Team

The State of Nebraska will have access to a combined 90+ years of EAP experience through the senior EAP Leadership team below.

For all of our Leadership team listed below, the following individuals can be called on to attest to the competence and skill level of our team:

- Abbie Leibowitz, MD, FAAP, Chief Medical Officer, Founder and President Emeritus of Health Advocate; 3043 Walton Road; Plymouth Meeting, PA; aleibowitz@healthadvocate.net; 610.397.6961.
- H. Matthew Yost, President; 3043 Walton Road; Plymouth Meeting, PA; matt.yost@healthadvocate.com; 610.397.6960.
- Bert Alicea, MA, CEAP, Licensed Psychologist, Executive Vice President, EAP & Work/Life; 835 Springdale Drive; Exton, PA; balicea@healthadvocate.com; 484.887.7807.

Bert Alicea, MA, CEAP, Licensed Psychologist, Executive Vice President, EAP & Work/Life

Bert Alicea will provide EAP support/executive sponsorship to the State of Nebraska. Bert is the Executive Vice President of the EAP and Work/Life division and is part of the Senior Management Leadership team at Health Advocate. Bert has over 35 years of specialized experience in the field of EAP programs. Bert is ultimately responsible for all administrative and clinical operations of the EAP division. He is responsible for coordinating, monitoring, preparing and managing EAP services for contracted corporations.

Bert specializes in conducting trainings locally and on a national level on topics including harassment awareness; violence prevention; drug free workplace; DOT compliance training; and supervisor EAP awareness training. Bert also has a specialization with executive coaching; conflict mediation; and management and supervisor consultations in assisting with difficult workplace situations.

Bert obtained a Masters of Arts in Industrial Psychology from West Chester University, West Chester, PA and he also has his Bachelors of Science in Psychology from St. Joseph's University, Philadelphia, PA. He is a Licensed Psychologist, a Certified Employee Assistance Professional (CEAP) and a U.S. Department of Transportation qualified Substance Abuse Professional. He is also a national member of the Employee Assistance Professionals Association.

Bert actively participates in the Philadelphia Chapter of EAPA and in 2007 Bert was awarded the "EAP of the Year Award for 2006" by the Employee Assistance Professional Association, Greater Philadelphia Chapter.

Cynthia K. Persico, LMHC, CEAP, Regional Vice President, EAP+Work/Life Services

Cynthia K. Persico ("Cindy") is the Regional Vice President for EAP and Work/Life Services for Health Advocate. Cindy is a member of the EAP Leadership Team, and key contributor to delivering continued first class clinical services. Cindy has also worked to implement technology initiatives, develop creative promotional strategies, and provide exciting innovative opportunities for our clients.

Cynthia has used her expertise to present hundreds of trainings and presentations to diverse audiences on numerous topics such as "Maximizing EAP Effectiveness", "Best Practices for Handling High-Risk Employee Situations", and "The Secret Sauce: Building High-Performance Work Teams" to name a few. Her sessions are highly interactive and consistently receive excellent ratings. Cynthia enjoys sharing her 20+ years of experience while assisting corporations from various industries, such as healthcare, finance, manufacturing, school districts and many others. Her guidance brings out the best in their employees while reducing healthcare costs, lowering risks of troubled employees, and improving productivity.

Ms. Persico has a Masters of Health Science in Counseling and specializes in the development and maintenance of high quality employee assistance programs (EAP). She has been involved in all areas of EAP management including training and supervision of clinical staff, evaluation of program effectiveness, and program integrity. Cindy has held numerous leadership roles with the Employee Assistance Professionals Association including serving as President of the Jacksonville chapter of the Employee Assistance Professional Association (EAPA) as well as being the Southern Regional Representative on the National EAP Board of Directors. Cindy has also served on the Board of Directors of the Society for Human Resource Management (SHRM), Jacksonville chapter and was asked to speak at the National Benefits Conference and Expo on "Depression in the Workplace". She is a certified Employee Assistance Professional (CEAP).

Judith Grant, LCSW, MBA, CEAP, Regional Vice President, EAP and Work/Life Services

Judith Grant, LCSW, MBA, CEAP, Regional Vice President, EAP and Work/Life Services would provide executive sponsorship and EAP account management consultation for the State of Nebraska. Judith has over 19 years of employee assistance experience. Judith's major responsibility is to oversee all day-to-day operations for Health Advocate EAP.

Judith received her BS in Rehabilitation Education from Penn State, Master of Social Work from Rutgers and her MBA from the University of Delaware.

Brad Moyer, MA, CADC, CEAP, LPC, Senior Clinical Director

Brad provides overall supervision and clinical support to Health Advocate employee assistance senior clinicians and care managers. He maintains a caseload of EAP clients specializing in highly sensitive and urgent cases. He provides consultations to managers and is the primary contact for a number of EAP accounts.

Brad has 24 years of experience as an employee assistance professional. He has also developed and managed programs providing mental health and vocational development or rehabilitation in both the public and private sectors. He earned a Bachelor's degree in Psychology from Temple University and a Masters in Counseling from La Salle University. He is a Licensed Professional Counselor, Certified Employee Assistance Professional (CEAP), a Certified Alcohol and Drug Counselor, and a U.S. Department of Transportation qualified Substance Abuse Professional.

Leslie D. Miller, Senior Account Executive

As a Senior Account Executive, Leslie works closely with her clients to develop, implement and evaluate a comprehensive ongoing member education strategy that will create maximum awareness and enthusiasm around Health Advocate's services. She helps determine the frequency of ongoing communication that best serves their population and drives participation. She closely monitors the success of the ongoing communications program and makes any necessary adjustments.

Leslie is responsible for accounts over 10,000 employees in the Mid-Atlantic region. Leslie initially joined the Health Advocate sales team in 2009 as a Product Specialist for Health Proponent, our consumer division, before joining our account management team in April of 2013.

In addition, Leslie has over 15 years of experience. Leslie was employed with Pfizer, Inc. as a Hospital Therapeutic Specialty Representative for Cardiology. Leslie also worked for Risk Management Partners, LLC as a Vice President of Healthcare Solutions, as well as Ritz Carlton - Philadelphia as Associate Director of Sales.

Leslie earned a Bachelor's Degree in English with a minor in International Studies. She also has served as a Board Member and the Membership Chair of the Wayne, PA chapter of Rotary International since 2007 as well as holding various positions as a member of the Main Line Chamber of Commerce.

Additional Team available to the State of Nebraska include:

Heidi Gray, Vice President of Specialty Sales

Heidi joined Health Advocate in early 2016 as Vice President of Specialty Sales and manages our Specialty Sales team. She brings over 30 years' healthcare and sales management experience and a passion for building and leading high performance sales teams. Previously, Heidi was VP, Head of Sales for the nation's largest mobile diagnostics company as well as National Sales Manager for US Healthcare. Heidi was also the president and cofounder of The 200% Company, a growth consulting firm. She co-authored a book of the same name. She graduated from the University of Pennsylvania with a BA in Health Care Management.

Joanne O'Toole, Vice President, Account Management

Joanne is an experienced veteran in the medical cost containment industry and has been with Health Advocate since September, 2010. Over the past 20 years, she has held executive-level sales positions for medical cost containment organizations including Meridian Resource Group and National Care Network. As a recognized top sales executive, she has implemented and managed out-of-network cost containment solutions for nationally recognized health plans, third party administrators, self-funded entities, and employer groups. Joanne's primary responsibility with Health Advocate is new business development. Joanne serves as the primary liaison to coordinate activities with Health Advocate's operations team during implementation. Once the account is up and functioning, she will continue her involvement by working closely with the Health Advocate account manager to support member education, coordinate utilization reporting, and troubleshoot any issues that may arise.

Karly Bachich, Director of Specialty Sales, EAP and Work/Life

As director of specialty sales, and a member of the Health Advocate product specialist team, Karly is dedicated to promoting and managing our EAP and Work/Life solution as well as our telemedicine offering. Karly will work with the overall Health Advocate account and operations team, providing her focused expertise for these services, to ensure optimal results for the State of Nebraska's program. Karly joined Health Advocate in June of 2012 as an account manager where she was responsible for day-to-day contact with clients as well as the sale of new products, focusing on clients with over 1,000 lives in the New York territory.

Prior to Health Advocate, Karly had over five years of account management and client relations experience including coordinating sales programs to improve service processes. Her past employers include Venture Programs and Reliance Standard Life Insurance Company. Karly received her bachelor's degree in from Fairfield University in 2007 and her MBA from St. Joseph's University in 2012.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of the proposal. Bidders should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the clause was rejected the clause or why the clause was rejected with alternative language provided. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to reject or negotiate the Bidder's rejected or proposed alternative language.

If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

Bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

G. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

1. The contract resulting from this solicitation shall incorporate the following documents:

- a. RFP and Addenda;
- b. Amendments to the RFP;
- c. Questions and Answers;
- d. Bidder's proposal (RFP and properly submitted documents);
- e. The executed Contract and Addendum One to Contract, if applicable; and,
- f. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

2. Unless otherwise specifically stated in a future contract amendment or addenda, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with letter "a" receiving preference over all other documents in alphabetic hierarchy.
 - a. Amendment and Addenda to the Contract with the most recent dated amendment or addenda having the highest priority;
 - b. The executed Contract signature page;
 - c. Addendum One to Contract, if applicable;
 - d. Amendments and Addenda to RFP, with the most recent dated amendment or addenda having the highest priority;
 - e. Questions & Answers;
 - f. The original RFP document; and,
 - g. The Contractor's submitted proposal, including any documents or terms and conditions submitted with such proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing. Communications shall be deemed effective upon receipt and may be delivered personally, electronically, or by USPS. For notice relating to contract breach, termination, or indemnity provision(s), such notice shall be sent by USPS mail, return receipt requested or delivered personally with proof of delivery to the designated point of contact at the respective specified address. Such notice shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is required to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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The awarded bidder shall not commence any billable work until a valid contract has been fully executed by the State and the awarded bidder. The awarded bidder will be notified when work may begin.

F. AMENDMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

This Contract may be amended only in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

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The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

J. **NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

K. **BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		HA	The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. **NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

HA			
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Allowing time to cure or the acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party, including, but not limited to the right to immediate terminate the contract for the same or a different breach, or constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

N. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY (Optional)

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same

functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

- 5.** The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

P. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

T. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		HA	The State, in its sole discretion, may terminate the contract for any reason upon 3060 calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least 60 calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

III. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;

4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.
8. Upon expiration of contract, contractor must complete pending counseling contact/sessions.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>.
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION
(Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for goods and services to be covered by any contract resulting from this solicitation.

E. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

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Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

G. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

H. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		HA	Workers' Compensation Insurance: <i>The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.</i>

		<p>HA Response: These statements are statements that are agreed to by contract but are not stated on a certificate of insurance. A certificate of insurance simply states the coverage in force.</p> <p>COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.</p> <p>HA Response: This is a coverage agreement by contract - not listed on the COI. The COI does not take the place of the contract.</p> <p>REQUIRED INSURANCE COVERAGE Commercial General Liability Abuse and Molestation - Included</p> <p>HA Response: This is a separate policy type for specific exposures – Intrado does not carry this coverage</p> <p>Professional Liability Qualification Under Nebraska Excess Fund – Limits consistent with Nebraska Medical Malpractice Cap</p> <p>HA Response: Health Advocate has Coverage limits in excess of what is required by the Fund but is not subject to and does not qualify under the Nebraska Excess Fund.</p> <p>Contractor's Pollution Liability Each Occurrence/Aggregate Limit Includes Non-Owned Disposal Sites - \$2,000,000</p> <p>HA Response: Intrado/Health Advocate does not carry pollution coverage.</p>
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The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the

subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate

COMMERCIAL CRIME		
Crime/Employee Dishonesty Including 3rd Party Fidelity		\$1,000,000
CYBER LIABILITY		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$10,000,000
CONTRACTOR'S POLLUTION LIABILITY		
Each Occurrence/Aggregate Limit		\$2,000,000
Includes Non-Owned Disposal Sites		
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or selfinsurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State of Nebraska
RFP # 6395 Z1
1526 K St.
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

K. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

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The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			Health Advocate has a Business Continuity Plan and Disaster Recovery policy and procedures in place which are tested at least annually. We would be happy to provide a copies upon execution of our NDA. Health Advocate would provide these during an annual security audit.

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

P. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of 90 days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights

and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

E. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			Payment is typically due in advance by the first of the month, and a bill is sent to the client two weeks in advance.

The State will provide the Contractor with the total participation number for payment per the rate identified in the cost proposal. Upon receiving such number from the State, the Contractor shall invoice the State for the amount due per the rate identified in the cost proposal. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

E. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HA			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

M. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

G. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		HA	Health Advocate invoices client based on the census file submitted by the Client. IF there is an error in billing, it will have been caused by the Client- for submitting a census file larger than was correct. Health Advocate will not absorb the cost of an audit that identifies a state-caused error.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds two (2%) percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6395 Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Health Advocate
Bidder Address:	3043 Walton Rd., Plymouth Meeting, PA 19462
Contact Person & Title:	Joanne O'Toole; Assistant Vice President, Sales
E-mail Address:	jotoole@healthadvocate.com
Telephone Number (Office):	630.357.6614
Telephone Number (Cellular):	630.391.1899

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Health Advocate
Bidder Address:	3043 Walton Rd., Plymouth Meeting, PA 19462
Contact Person & Title:	Joanne O'Toole; Assistant Vice President, Sales
E-mail Address:	jotoole@healthadvocate.com
Telephone Number (Office):	630.357.6614
Telephone Number (Cellular):	630.391.1899

V. PROJECT DESCRIPTION AND SCOPE OF WORK

C. REQUIREMENTS

1. Network credential and compliance requirements:
 - a. The Network shall include appropriately licensed and credentialed behavioral health practitioners, whether they are in the employ or subcontractors, with the availability to accept new patients, of possessing knowledge and training in short-term, solution-focused therapeutic modalities including, but not limited to:
 - i. Psychiatrists (including addiction psychiatrists);
 - ii. Psychiatric Mental Health Advanced Practice Psychiatric Nurses ("PMH-APRNs");
 - iii. Licensed Psychologists;
 - iv. Licensed Clinical Social Workers ("LCSWs");
 - v. Licensed Marital and Family Therapists ("LMFTs");
 - vi. Licensed Professional Counselors ("LPCs");
 - vii. Substance Abuse Professionals ("SAPs") for adults and adolescents;
 - viii. Drug and alcohol counselors representative of the culture, race, sex and age of the population to be served;
 - ix. Possess expertise related to domestic violence, sex addiction, eating disorders/body image disorders, and gambling addiction.
 - b. Maintain a Network so members are able to schedule and receive appointments from a geographically accessible provider. Appointments must be available virtually to members, given the COVID-19 landscape;
 - c. Subcontractors must be licensed, credentialed mental health professionals;
 - d. A minimum of 5% of the Contractor's Employee Assistance Network shall be Certified Employee Assistance Professionals ("CEAPs");
 - e. Comply with all DOL and HIPAA regulations regarding participant privacy and Personal Health Information;
 - f. 508 compliant including website for visually impaired teammates;
Health Advocate: While we are 508 compliant, we are unable to provide a separate website for the visually impaired.
 - g. Remote access/ videoconferencing based sessions must be conducted using a secure method such as the American Telemedicine Association (ATA).
2. Provided Services
 - a. Maximum of five counseling contact/sessions per incident is required;
 - b. Must be able to facilitate face to face counseling within 24 hours for cities with a population of 25,000 or more and 48 hours for cities with a population of 25,000 or less;
 - c. Counseling available for substance abuse, adolescent issues, family issues, depression/stress, grief, work/school issues, aging, eating disorders, financial issues, gambling issues, etc.;
 - d. Dedicated 24-hour number for critical incidents and appointments. Toll free number is staffed by a professional who can provide emergency support if needed;
 - e. In the case of a critical incident/catastrophic event, Contractor will make initial contact within 1 hour of a request for service. These incidents could be either onsite workplace incidents or incidents related to an individual employee or eligible dependent;
 - f. All member services representatives handling calls related to this Contract shall be familiar with all Contract Documents.
 - g. The Contractor shall have enough staff to respond to inquiries, correspondence, complaints, and other issues identified by the Consortium;
 - h. Must provide eligible employees EAP services under COBRA for 18 months after termination of employment;
 - i. Post-service satisfaction survey provided to participants upon completion of services for each incident or event including but not limited to response time and services provided;

- j. Counseling must be available via telephonic sessions, virtual, and in person at local provider offices;
 - k. The Contractor shall provide in writing actions that will be taken to correct any deficiencies identified by the State;
 - l. Complete implementation within 30 calendar days of contract award.
- 3. Training and support
 - a. All training sessions (on site or Virtual) should be recorded for future use by the State of Nebraska agencies;
 - b. As requested, provide in-person and/or virtual training/education services for agencies, managers/supervisors and employees;
 - c. Minimum of 12 in-person and/or virtual training/education hours per 1,000 covered employees;
 - d. Web based educational content for employees, i.e. subject areas, interactive tools, how often articles are updated;
 - e. Must be able to provide virtual and/or on-site support at all Open Enrollment events on an annual basis;
 - f. Website capability for all employees, including unlimited access to trainings and webinars and a health and wellness library.
- 4. Reporting
 - a. Meet quarterly (in-person, virtual and/or phone) with the State to discuss utilization reports and other issues;
 - b. Provide monthly, quarterly and annual utilization reports via email.
- 5. Communications
 - a. Communications must be co-branded with the State of Nebraska logo with the State logo same size or larger than the contractors; including but not limited to website, brochures and all printed communications;
 - b. Payroll stuffers/brochures are provided as requested;
 - c. Upon request, various promotional materials are available via online or hard copies to supervisors and participants, including posters, brochures and wallet cards in both English and Spanish;
 - d. Provide telephonic translation services for multiple languages and Ray Media Services (RMS) instant message module;
 - e. Access to a monthly newsletter for all participants and quarterly newsletter for managers is provided via website.

Attachment A
Bidder Questionnaire
RFP 6395 Z1

Bidder Name: Health Advocate

Bidder should complete all questions in Attachment A. Bidders must describe in detail how the proposed system meets the requirements. It is not sufficient for the Bidder to state that the bidder intends to meet the requirements of the RFP.

CORPORATE OVERVIEW		
1.1	BIDDER IDENTIFICATION AND INFORMATION The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.	
Response:		
Health Advocate's headquarters is located at 3043 Walton Road; Plymouth Meeting, PA. Health Advocate is a Corporation and is incorporated in the state of Delaware.		
1.2	FINANCIAL STATEMENTS AND INFORMATION The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization. If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.	

	<p>The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.</p> <p>The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.</p>
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Response:

Health Advocate, Inc. is a wholly-owned subsidiary of Intrado Corporation (formerly West Corporation). Intrado is a private company and as such does not disclose financial information, however, West Corporation's historical financial statements can be found at <https://westcorporation.gcs-web.com/financial-and-filings>. Intrado Corporation was acquired by Apollo Global Management, LLC on October 10, 2017. Apollo's financial statements can be found at <https://www.apollo.com/stockholders/overview>.

Health Advocate is currently involved in litigation involving some contract disputes, however, we are not and have not been involved in any litigation that would have any meaningful impact on our business model, our services or our financial condition.

Please refer to Attachment 1 for a banking reference.

1.3	<p>CHANGE OF OWNERSHIP</p> <p>If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.</p>
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Response:

On October 27, 2020, Teleperformance announced an agreement to acquire Health Advocate. Teleperformance is a leading global provider in digitally integrated business services. The parties expect the transaction to close in early 2021. After closing, Health Advocate will continue to operate as it does today with its existing leadership team and employees all transferring to Teleperformance. The Health Advocate team is excited to join Teleperformance. The transition is expected to be seamless for clients. Teleperformance plans to increase investments in innovation and growth.

1.4	<p>OFFICE LOCATION</p> <p>The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.</p>
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Response:

Health Advocate's Headquarters is located in 3043 Walton Road, Plymouth Meeting, PA, 19462.

1.5	<p>RELATIONSHIPS WITH THE STATE</p> <p>The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.</p>
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Response:

Health Advocate has not had any dealing with the State over the previous five (5) years.

1.6	<p>BIDDER'S EMPLOYEE RELATIONS TO STATE</p> <p>If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.</p> <p>If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.</p>
Response:	<p>None of Health Advocate's employees were employed or subcontracted by any agency of the State of Nebraska in the past twelve (12) months.</p>
1.7	<p>CONTRACT PERFORMANCE</p> <p>If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.</p> <p>It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.</p> <p>If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.</p>
Response:	<p>We declare that we have never defaulted on a contract. We have had a few clients with an out for conveniences within their agreements, but only as an exception to our standard contract terms.</p>
1.8	<p>SUMMARY OF CONTRACTOR'S BIDDER'S CORPORATE EXPERIENCE</p> <p>The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.</p> <p>The bidder should address the following:</p> <p>A. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:</p> <ol style="list-style-type: none"> 1. The time period of the project;

	<p>2. The scheduled and actual completion dates;</p> <p>3. The bidder's responsibilities;</p> <p>4. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and</p> <p>5. Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.</p> <p>B. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.</p> <p>C. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.</p>
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Response:

Please refer to Attachment 2, Project Grid Summary.

1.9	<p>SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH</p> <p>The bidder should present a detailed description of its proposed approach to the management of the project.</p> <p>The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.</p> <p>The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.</p> <p>Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.</p>
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Response:

Please refer to Attachment 3 for a Leadership Organization chart and Attachment 4 for team biographies.

1.10	<p>SUBCONTRACTORS</p> <p>If the contractor bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:</p>
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	A. name, address, and telephone number of the Subcontractor(s); B. specific tasks for each Subcontractor(s); C. percentage of performance hours intended for each Subcontract; and D. total percentage of Subcontractor(s) performance hours.
Response:	Proprietary and Confidential

TECHNICAL APPROACH	
2.1	Describe other behavioral health network affiliations.
Response:	<p>Health Advocate utilizes a network of affiliates to perform the clinical face-to-face evaluations. This network of over 62,000 qualified counselors encompassing numerous specialty areas, such as marital and family practice, behavioral health, child abuse, legal and financial concerns, substance abuse and co-dependency, etc. Our comprehensive database gives us the ability to search for providers in specific relevant areas, along with other information such as geographic location and any preferences the member may have, such as gender or languages spoken.</p> <p>Health Advocate's full and part-time Master's-level licensed clinicians are responsible for our entire range of EAP services and will manage each case, including intake, case management, referral (if necessary) and all follow up with member.</p>
2.2	Explain your organization's safeguards, policies and procedures to ensure the confidentiality of participants and dependents.
Response:	<p>Participants and dependents will never be put in a position to compromise their confidentiality. Health Advocate agrees to maintain the confidentiality of all EAP, medical, financial and other patient-specific data pertaining to members, as required by state and federal law. Health Advocate agrees that, except as otherwise provided herein, such data will not be released to individuals or entities other than the member to which the data relates, or such member's authorized representative, except as required by law or as may be required by order of a court having jurisdiction over the member.</p> <p>Our services are completely confidential. All of our communication materials, orientation videos, and trainings stress this critical fact, and instruct both employees and managers on the appropriate use of the EAP and how to access it.</p> <p>Even in mandatory management referral situations, our role is to preserve and protect the employee's privacy. Employees who are referred by management will sign a consent form so that Health Advocate can disclose compliance issues and recommendations to designated client officials. All information reported to supervisors and/or human resources will be non-clinical, focusing on compliance or non-compliance of the EAP recommendations.</p>

2.3	Describe the additional EAP services that could be offered (e.g. Financial, credit, career, legal, harassment or aggression in the workplace, mobile app and push technology/messaging).
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Response:

Web Portal / Mobile App

Employees will have access to our convenient EAP and Work/Life website that is a vital source for up-to-date resources and information on diverse topics that matter to members and their families. The website is organized by category, with each topic drilling down into subcategories and organized with relevant content. Depending on the topic, content would include articles, news alerts, financial wellness, financial fitness center, audio, forms," skill-builders" modules, glossaries, and resources which include a variety of features including links to pertinent agencies and associations, magazine articles, TaxACT center, support networks and more. Furthermore, it contains a self-search database for summer camps, relocation assistance, savings center with discounts of up to 50 percent, education, pet sitters, attorneys and legal topics, financial advisors, volunteer opportunities, etc.

As a standard part of our program, Health Advocate offers a monthly educational webinar at no charge and includes topics such as finance, parenting, going green, respect in the workplace, and many more. These webinars can be broadcasted for employees as a "lunch and learn," or viewed by individual employees in the privacy of their own homes. If an employee misses a webinar or wants to revisit one, they can access the archives to watch them at their convenience.

Additionally, Health Advocate's online member experience includes full web access from a mobile app, which allows engaging in our program to be simple and easy to use, right in the palm of the hand. We have changed the way members interact with us by providing them with mobile tools and assistance for every stage of life, for an infinite number of circumstances. Our app includes one-stop access to 24/7 support by Master's-level clinicians, financial wellness support, skill builders, tip sheets, forms, work/life services, and other resources to ensure each member's journey contains programs unique to their own needs. Each screen within the app contains a "Call Now" button and a link to email us a question, ensuring ease of access to promote engagement.

Substance Abuse

We are committed to keeping companies in compliance with the Drug Free Workplace Act (PL100-690) and the specific Department of Transportation (DOT) regulations, Part 382. The majority of Health Advocate's EAP Master's-level licensed clinicians are also qualified Substance Abuse Professionals (SAPs) under the DOT guidelines. This designation is considered the "gold standard" of the employee assistance field.

When a member calls with a substance abuse issue, one of Health Advocate's Master's level licensed clinician conducts an immediate substance abuse evaluation. Diagnostic instruments used for drug and alcohol evaluations include, but are not limited to, the Cleveland Criteria Admissions Test, the Addiction Severity Index (ASI) and the American Society of Addiction Medicine (ASAM). These tools are used to determine the severity of the issue and the appropriate level of treatment and/or referral. Once the member is engaged in a drug/alcohol program, Health Advocate then acts as a case manager effectively facilitating any necessary steps to have the member safely return to work including a second drug test and support for re-entering the workplace.

We also support the organization with any employee drug/alcohol policy violation and subsequent mandatory referral into the EAP; last chance agreements or conditions of employment notices; return to work conferences after an employee's leave for treatment; and reasonable suspicion training for managers.

If an employee is subject to DOT regulations we will perform the required SAP evaluation. SAP evaluations for DOT regulated employees are on a fee for service basis. The case rate is \$350 - \$550 and most companies pass the cost on to the violating employee. Substance abuse cases for non-DOT regulated employees are included in the PEPM fees.

Financial

Members, along with spouse, dependent children, parents and parents-in-law, regardless of where they live can call Health Advocate's EAP and Work/Life toll-free number for financial assistance from our Work/Life specialists. Members can receive up to a 30 minute consultation per issue, unlimited issues, with one of the certified advisors that are a part of our independent financial network. The network is comprised of independent professionals who do not promote or sell any specific products or services to members or receive any compensation from any referrals made to outside services.

When accessing our comprehensive Work/Life website, resources and tools are also provided and include articles, forms, calculators, skill builders, webinars, educational courses, articles within our monthly newsletter, a customized money coaching curriculum. Additional topics include:

- Consumer programs that address monthly spending, personal and household cash flow, goal setting and more.
- Education on being an informed consumer, credit management and how to put money toward savings, retirement, investing and more.
- Saving for college.
- Retirement planning and estate planning.
- Debt elimination planning.
- Education for managing healthcare costs.
- Educational resources for consumers who are planning to have or have filed bankruptcy.
- Objective information and decision resources about financial programs and products members may be considering.

Legal

Members, along with spouse, dependent children, parents and parents-in-law, regardless of where they live have access to a personalized legal center, organized by State, on topics ranging from elder and criminal law, divorce and child custody to naturalization and immigration as well as more than 100 standard legal forms for various categories including but not limited to: Wills, After a Death, Bills of Sale, Demands and Releases, Family and Pets and Home, and Personal Finance.

Members can also receive up to a 30 minute consultation per issue, per year, unlimited issues. All lawyers providing consultations for Health Advocate are independent and together represent a broad cross-section of specialty areas. The initial assessment is completed telephonically; should a face-to-face be recommended or requested, the member will be paired with a local attorney who specializes in the appropriate area of expertise. In the event the lawyer is retained as a result of the consultation, a discount of up to 25 percent will be provided.

Concierge Service

Members would also have access to our personal concierge service for expert, individual help with a wide range of time-consuming personal tasks including travel arrangements, making reservations and planning events. Having our experts handle these issues helps your employees better focus on their work, reduces stress and promotes better work/life balance. We can assist with home/real estate work/life services including assistance in the acquisition or sale of real property, lease and rental agreements, property

boundary disputes and other matters surrounding personal real property. We can research and follow up on rental cars, auto repairs/maintenance along with a variety of other concierge services.

Please refer to Attachment 5, Sample Communication Material, for information on our Concierge Service.

Identity Theft Assistance

There are two facets of dealing with identity theft and fraud issues; the first being prevention and the second assisting the victim. Upon Health Advocate's assessment of which issue we are dealing with, our response is to guide the caller to the appropriate resources and courses of action to deal with the exact situation.

For prevention, we provide recommendations, as well as links to resources and information pertaining to solicitations, phone, or Internet privacy, and tips to protect their identity. There are more than 90 articles on the EAP website pertaining to identity theft.

Callers who have been a victim of identity theft will immediately be entitled to a 60 minute free telephonic consultation with a fraud resolution counselor, who is either certified under the Fair Credit Reporting Act (FCRA) or are a licensed attorney. The identity theft and fraud resolution assistance program assists consumers with fraud related emergencies and is a comprehensive, affordable and expedient process. The fraud resolution specialists will conduct emergency response activities to assist members with restoring their identity and good credit. Each caller receives professional coaching that assists with the efforts to dispute fraudulent debts that result from identity theft.

CBT/dCBT (for an additional fee)

Cognitive behavioral therapy (CBT) can help make sense of overwhelming problems by breaking them down into smaller parts. This approach has widespread application for issues often handled in the EAP space, such as stress, relationship issues, anxiety, and reactionary depression. Health Advocate's innovative digital behavioral health (dCBT) solution offers evidence-based content and practical resources to foster meaningful and lasting behavior change. The platform, which is based on the underlying principles of cognitive behavioral therapy, provides a variety of self-directed dynamic resources that improve emotional fitness and overall wellbeing.

In addition to a robust resource toolkit, stress-reducing exercises and linkage to mindfulness and other emotional health resources, the platform allows participants to develop competencies through a variety of structured modules and courses. Our roadmap for 1st Quarter, 2021 includes implementing interactive and experiential dCBT online tools, there will be additional fees for this program component.

Job and career growth

Health Advocate provides career advancement resources, as well as resources to overcome procrastination and other bad work habits, to address personal and interpersonal issues that impact work, to give employees support to help them reach their full potential.

Support can include, but is not limited to: Face to face, telephonic, or virtual counseling sessions where such topics such as burnout, coworker issues, digital distraction, harassment, diversity and more. The Work/Life website offers users the opportunity to research, test and build their knowledge and skills in over 80 areas of their work and personal life. Content includes: workplace diversity; workplace stress; effective management; career development; avoiding burnout; recognizing and managing anger and many more.

Childcare

Our Work/Life specialists can also assist with childcare service and can help with many different concerns, searches and topics such as childcare centers, family-run childcare homes, Nanny agencies, summer camps, babysitter tips, community resources, camp checklist, pre-school, back-up care and more.

Depression and Anxiety

Along with our EAP counselors, employees will have access to our EAP and Work/Life website that provides easy access to articles and content.

Nutrition/exercise

Health Advocate's EAP counselors can be an invaluable source of telephonic support for members who may be going through a lifestyle change, such as completing a weight management or smoking cessation program, to working through the emotional issues that may accompany the member's struggle. Our counselors provide psychological support to help the member "connect the dots" between the behavior change strategies suggested by lifestyle management programs, and more in-depth strategies for coping with stress and the feeling of being overwhelmed. Further, with the member's permission, our counselors can speak directly with the third party who is providing the lifestyle management program to provide coordinated support for the member.

Health Advocate's EAP and Work/Life program provides a variety of web-based health and wellness resources, including electronic articles, webinars, various assessments, and helpful links. Archived webinars include popular topics such as Quality of Life; Ready, Set, Relax; Keeping Beautiful in the Sun. Wellness assessments include a Fitness Assessment, Wellbeing Assessment and Resilience Scale.

Retirement and Estate

Available telephonically and online, we provide access to accredited financial consultants who provide consultations regarding credit management, budget analysis, home buying, mortgage/refinancing evaluation, retirement planning, 401(K) plan questions, basic estate planning and questions about tax planning and preparation, debt management, college funding, retirement strategies, life insurance needs and more.

Additionally, we offer up to a 30 minute consultation with a lawyer that can be regarding, but not limited to, wills, trusts, estate planning, landlord/tenant and real estate, consumer credit concerns. Also provided is a 25 percent discount for services beyond the initial consultation.

24-HOUR ACCESS, INTERVENTION, AND INTAKE

3.1	Describe your process to verify a participant's eligibility.
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Response:

To verify eligibility, Health Advocate uploads eligibility files to ensure that we can assist members with a minimal amount of probing into demographics. Eligibility lists are typically sent to us electronically across a secure FTP site and include each member's first and last names, date of birth, and zip code as well as a unique identifier (for example: social security number, employee number, etc.). The data is loaded into our customer relationship management system.

Since Health Advocate's services cover the employee as well as his/her spouse, dependent children,

parents, and parents-in-law, we will not have eligibility on these individuals if they are not provided on the eligibility file. When one of these family members calls Health Advocate, we will link them to the eligible employee.

3.2	Describe the roles, qualifications, credentials and ability to provide emergency support of the initial intake call operator.
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Response:

Health Advocate employs Master's-level licensed clinicians who handle all members who access the Health Advocate EAP and Work/Life Program.

All Health Advocate licensed counselors have a Master's degree in one of the Human Service areas and average ten years of clinical experience in dealing with a wide variety of drug and alcohol, family, marital, occupational and stress-related problems. All clinicians have additional certification (i.e., Certified Addictions Counselor; Certified Marital and Family Therapists, etc.) and are either Certified Employee Assistance Professionals (CEAP) or working towards CEAP certification. The CEAP is the only credential that demonstrates expertise and mastery of the specialized body of knowledge required to be an employee assistance professional. Attaining the CEAP represents to both the clients and the general public a commitment to ethical practice and continued learning.

Health Advocate staff must complete 30 to 60 hours of continuing education every two years in order to maintain their licensure. Upon completion of the training, the participants are required to present a summary of the continuing education to all staff. As a demonstration of our commitment to our employees' ongoing training and skill development, Health Advocate pays for all continuing education hours and licensure renewal.

Health Advocate is also committed to a robust ongoing in-service training program for all of our employees. All Intake/Care Managers in the EAP Division receive 1:1 coaching scheduled bi-weekly proactively and as-needed reactively when they seek it from our Clinical Director. These sessions present the opportunity for review of specific cases and to strengthen that particular Intake/Care Manager's ongoing development. The sessions also provide critical supervision to ensure the consistency of clinical protocol applications.

In addition, monthly Clinical Development Sessions are held in-person with teams of Intake/Care Managers and facilitated by our Clinical Director and a Senior Clinician, both full-time on-staff in the EAP Division. In these sessions, recent cases are reviewed and refresher information delivered on a variety of clinical and EAP topics. We also make our own webinars available to the teams and they can be accessed any time by our professionals.

3.3	Describe the telephone access and intake system, including how calls are addressed after business hours and on weekends/holidays.
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Response:

Members can access our EAP services through a single toll-free phone line, connecting with a live, Master's-level counselor, 24 hours a day, 7 days a week. Each call will begin with an initial intake and assessment, and ultimately will provide the member with access to the appropriate resource and level of care required by the situation.

Our clinicians utilize problem identification and/or assessments to identify, document and evaluate the client's unique strengths, weaknesses, problems and gathers basic demographic information and conduct an evaluation to determine the problem area, history of the problem, current mental health status (to include

drug and alcohol evaluation), and current risk assessment (i.e., suicide, homicidal thoughts, domestic violence). Additional clinical tools can be used to determine the severity of the issue and ultimately providing the member with access to the appropriate resource and level of care required by the situation. Possible options for care include telephonic sessions with one of our clinicians, referrals for face-to-face sessions or video counseling, or referrals to behavioral health services provided by the member's medical plan, depending on the specific circumstances of the case.

Basic elements of an assessment include:

- Client statement of presenting problems
- Level of risk to self and others
- Relevant health concerns
- Any precipitating events
- Relevant family history
- Impact on job performance
- Corroborating data
- Emotional state
- Alcohol and drug use/abuse
- Initial impression
- Impact on other life activities
- Past history of the issue, including attempts at resolution

After hour calls received before 8 a.m. ET and after 8 p.m. ET are received by ProtoCall Services and answered by professionals qualified to provide support. Health Advocate has had a partnership with ProtoCall for 20+ years. Health Advocate is ultimately responsible for the entire range of services provided by our program, and we hold our strategic partners to the same high standards we adhere to ourselves.

3.4	Describe how 24-hour telephone crisis counseling, emergency triage, and schedule appointments are provided.
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Response:

Health Advocate's Master's level licensed clinicians, available 24/7, conduct an immediate telephonic assessment of the caller to determine the severity of the issue.

For routine calls, the member will be offered the opportunity to schedule a face-to-face EAP session within three business days.

For urgent or non-life threatening emergencies, when appropriate, the clinician coordinates additional sessions with a qualified in-network EAP counseling affiliate for further treatment. In this capacity, Health Advocate works as an advocate for the member, providing all necessary clinical and demographic information to the EAP affiliate.

For emergent or life threatening emergencies, the Health Advocate clinician conducts an immediate phone session with the member and/or family member. If the member needs an emergency appointment, Health Advocate will expedite the treatment to the member's mental health/substance abuse benefit. If the employee is currently under a psychiatrists or therapists care, the clinician will try to coordinate an immediate referral to that attending therapist. If unsuccessful, or if the employee is currently not under a therapist care, the clinician directs the employee to the closest emergency room. The clinician assumes the role of case manager and is in constant contact with the employee or family member until the situation is stabilized. In this capacity, Health Advocate works as an advocate for the member, providing all necessary clinical guidance and emotional support to employee and family in distress.

3.5	Describe what would happen if one of the State's employees accessed the EAP at 3:00 a.m. with symptoms of suicidal ideation requesting to meet with an EAP clinician immediately.
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Response:

Our Master's-level clinician performs an immediate assessment and attempts to diffuse the situation. If the employee is currently undergoing treatment, we will make every attempt to contact the physician or facility already in place. If unsuccessful, we will then expedite a referral and/or direct the employee to the closest emergency room. The clinician assumes the role of case manager and is in constant contact with the employee or family member until the situation is stabilized.

3.6	Under what circumstances would telephone counseling or intervention be provided in lieu of in-person services?
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Response:

For emergent or life threatening emergencies, the Health Advocate clinician may conduct an immediate phone session with the member or family member.

All providers in our network are available for telephonic consultations. In December 2019 Health Advocate began offering an additional modality to members who have face to face sessions available to them. Members can now receive text messaging; schedule a chat, phone or video sessions in lieu of face to face sessions.

BetterHelp is the platform that powers our EAP's behavioral telehealth component that we named MYHELP. BetterHelp is the largest online counseling platform worldwide; we partner with BetterHelp to provide members greater choice in how they access the services of a licensed therapist. BetterHelp makes professional counseling available anytime, anywhere, through a computer, tablet or smartphone. Members can access digital clinical services, via text, chat, video and/or telephone sessions in lieu of having a face-to-face appointment.

3.7	Describe when is telephone or virtual care counseling considered a replacement, rather than a supplement, to in-person counseling?
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Response:

The virtual option is always considered a replacement for in-person counseling, however, under certain circumstances, virtual counseling can be used as a supplement to in-person counseling. We offer the flexibility and convenience of traditional face-to-face EAP counseling visits or EAP video counseling sessions/visits, whichever a member prefers. The number of allotted visits remains the same, whether face-to face counseling or video sessions.

3.8	Describe to what extent is client preference factored into the counseling matching process.
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Response:

Health Advocate's network of over 62,000 clinicians contains a wide range of providers from varying backgrounds and specialties. The EAP clinician will refer a member based on characteristics they are seeking and/or require. Our referral database captures information such as specialty, languages, certifications, religious backgrounds, and other demographics to empower us with the information needed to make the best provider match for each member's unique circumstance.

The diligence that we apply in the early stages goes a long way to ensuring the participant's satisfaction and positive outcomes

CLINICAL ASSESSMENT AND SHORT-TERM COUNSELING

4.1	Describe how complete confidentiality for all participants in a safe, private, confidential setting, whether in person or virtual, where applicable will be maintained.
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Response:

Employees will never be put in a position to compromise their confidentiality. Our services are completely confidential. All of our communication materials, orientation videos, and trainings stress this critical fact, and instruct both employees and managers on the appropriate use of the EAP and how to access it.

Additionally, we always stagger appointment times by at least 30 minutes so that two different employees or dependents do not arrive in the waiting room at the same time.

4.2	Describe the service offerings and support for each of the following programs: a. Marital and family relationships counseling, including counseling on adolescent issues, b. Personal adjustment, c. Emotional distress/depression/grief, d. work/school issues, e. Aging, f. Substance abuse, g. Financial and legal difficulties for employees of the State and members of their households, and h. Gambling issues.
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Response:

An EAP is designed to support short-term challenges in life, and our licensed counselors are equipped to handle a broad range of personal and emotional issues. However, conditions or diagnoses that require specific, medical treatment typically fall outside the scope of EAP's short-term counseling focus. Health Advocate will help facilitate access to the appropriate level of care for treatment including referring the member into the medical mental health benefit. In addition, our counselors will provide short-term support to members for help with issues related to those longer-term conditions or diagnosis, such as employment concerns or marital issues.

Additional support would include:

Marital and family relationships counseling, including counseling on adolescent issues

In addition to our clinicians, our website provides a multitude of information that includes Benefits of Healthy Marriages, What to do When Depression Enters a Relationship, Child Support, How Trauma Affects Relationships, Healthy vs. Unhealthy Relationships, Relationships: Brothers and Sisters, Teen Issues, Talk with your Kids, Your Child Needs You, LGBT Health Issues, Health Issues for Lesbians; Prevention First, Child Sexual Abuse, Child Care, and so much more.

Personal adjustment

Our website also contains articles on Adjusting to Life's Changes; Helping Children Adjust to a new Marriage, Personal Growth, Understanding Personality Disorders, Sport and Persons with Disabilities, Personal vs. Business and more.

Emotional distress/depression/grief

Health Advocate's EAP counselors are master's-level licensed clinicians with experience in evaluating and counseling members with emotional distress including stress, depression, grief and tension. We also offer employee trainings and online seminars on topics such as Self Care – Remaining Resilient; and our Work/Life website offers users the opportunity to research, test and build their knowledge and skills on topics such as Managing Negative People, Applying Emotional Intelligence in the Workplace, and more.

Work/school issues

Our comprehensive Work/Life website includes resources and tools for work/school issues, especially in these trying times with the COVID-19 pandemic. Articles include Returning to School – Juggling Work and Kids' Schooling; Searching for Schools and Colleges, ADHD in School, School Safety and Security – Homeland Security, Returning to School – Managing Uncertainty, and many more.

Aging

Our Work/Life counselors are available to research and support Aging/Eldercare Service and can assist with various topics, concerns and searches such as assisted living, nursing homes, Independent living, home health aides, adult day care services, senior centers, geriatric case managers, community resources, care for adults with disabilities and more.

Substance abuse

We are committed to keeping companies in compliance with the Drug Free Workplace Act (PL100-690) and the specific Department of Transportation (DOT) regulations, Part 382. The majority of Health Advocate's EAP Master's-level licensed clinicians are also qualified Substance Abuse Professionals (SAPs) under the DOT guidelines. This designation is considered the "gold standard" of the employee assistance field.

When a member calls with a substance abuse issue, one of Health Advocate's Master's level licensed clinician conducts an immediate substance abuse evaluation. Diagnostic instruments used for drug and alcohol evaluations include, but are not limited to, the Cleveland Criteria Admissions Test, the Addiction Severity Index (ASI) and the American Society of Addiction Medicine (ASAM). These tools are used to determine the severity of the issue and the appropriate level of treatment and/or referral. Once the member is engaged in a drug/alcohol program, Health Advocate then acts as a case manager effectively facilitating any necessary steps to have the member safely return to work including a second drug test and support for re-entering the workplace.

We also support the organization with any employee drug/alcohol policy violation and subsequent mandatory referral into the EAP; last chance agreements or conditions of employment notices; return to work conferences after an employee's leave for treatment; and reasonable suspicion training for managers.

If an employee is subject to DOT regulations we will perform the required SAP evaluation. SAP evaluations for DOT regulated employees are on a fee for service basis. The case rate is \$350 - \$550 and most companies pass the cost on to the violating employee. Substance abuse cases for non-DOT regulated employees are included in the PEPM fees.

Financial

Members, along with spouse, dependent children, parents and parents-in-law, regardless of where they live can call Health Advocate's EAP and Work/Life toll-free number for financial assistance from our Work/Life specialists. Members can receive up to a 30 minute consultation per issue, unlimited issues, with one of the certified advisors that are a part of our independent financial network. The network is comprised of independent professionals who do not promote or sell any specific products or services to members or receive any compensation from any referrals made to outside services.

When accessing our comprehensive Work/Life website, resources and tools are also provided and include articles, forms, calculators, skill builders, webinars, educational courses, articles within our monthly newsletter, a customized money coaching curriculum. Additional topics include:

- Consumer programs that address monthly spending, personal and household cash flow, goal setting and more.
- Education on being an informed consumer, credit management and how to put money toward savings, retirement, investing and more.
- Saving for college.
- Retirement planning and estate planning.
- Debt elimination planning.
- Education for managing healthcare costs.
- Educational resources for consumers who are planning to have or have filed bankruptcy.
- Objective information and decision resources about financial programs and products members may be considering.

Legal

Members, along with spouse, dependent children, parents and parents-in-law, regardless of where they live have access to a personalized legal center, organized by State, on topics ranging from elder and criminal law, divorce and child custody to naturalization and immigration as well as more than 100 standard legal forms for various categories including but not limited to: Wills, After a Death, Bills of Sale, Demands and Releases, Family and Pets and Home, and Personal Finance.

Members can also receive up to a 30 minute consultation per issue, per year, unlimited issues. All lawyers providing consultations for Health Advocate are independent and together represent a broad cross-section of specialty areas. The initial assessment is completed telephonically; should a face-to-face be recommended or requested, the member will be paired with a local attorney who specializes in the appropriate area of expertise. In the event the lawyer is retained as a result of the consultation, a discount of up to 25 percent will be provided.

Gambling issues

Our Work/Life specialists are available to assist, along with resources and articles on our website to assist with a gambling addiction including: Signs of Addiction and Gambling, Screening and Diagnosis of Compulsive Gambling, When to seek Medical Advice for Compulsive Gambling, Internet Gambling, Do You Know Someone with a Gambling Problem?, National Council on Problem Gambling Q&As and many more.

4.3	Describe the process for providing in-person clinical assessment and short-term counseling as well as for providing remote clinical assessment and short-term counseling.
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Response:

Health Advocate's Master's-level licensed clinicians perform all EAP-related services, beginning with an initial telephonic intake and assessment, and ultimately providing the member with access to the appropriate resource and level of care required by the situation. Possible options for care include EAP telephonic sessions with one of our clinicians or referrals for EAP face-to-face sessions.

WORKPLACE ASSISTANCE

5.1	In the case of a critical incident/catastrophic event, what is the processes to make contact within 30 minutes? Describe how this requirement will be met for either onsite workplace incidents or incidents related to an individual employee or eligible dependent.
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Response:

Health Advocate provides telephone support for any critical incidents as part of our PEPM base rate. In critical situations, the Health Advocate EAP clinician will make a professional assessment of the problem and partner with HR to discuss the incident. The clinician will review with the HR representative or manager an in-depth checklist and ask specific questions in order to determine how best to meet the employer's need. Health Advocate will help the client coordinate a comprehensive management plan to deal with the incident, ranging from phone consultation with management, to sending articles, providing an on-site presence for "defusing" of the incident for employees who wish to speak with a counselor, to a formal on-site debriefing.

Depending on the severity of the event (i.e., emergent versus urgent) and location, we have responded and provided counselors on-site within 1 to 4 hours. Most urgent events are responded to with an on-site presence within 24 hours. Health Advocate lends our clinical expertise and experience to help clients determine the appropriate timing to have a counselor on-site.

5.2	Describe managerial training/education services for managers/supervisors and employees, such as <i>Responding to Difficult Interactions at Work</i> , <i>Managing the Impaired Employee: A Guide for Managers and Supervisors</i> , <i>Creating a Harassment Free and Respectful Workplace</i> .
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Response:

Manager training is provided through unlimited telephonic support, electronic communications, quarterly supervisory newsletters, online learning modules and webinars. Health Advocate can also provide onsite training seminars through the quoted bank of 180 hours.

Health Advocate's training is designed with the goal of early intervention and prevention. The training focuses on building skills to help supervisors effectively recognize, document, and take appropriate action regarding work performance issues. Emphasis is placed on helping managers and supervisors focus on work performance rather than personal issues.

In addition to webinars above, we provide unlimited telephonic manager/supervisory consultations to provide guidance in addressing sensitive employee issues. This could mean supportively confronting employees with work performance issues or how to effectively work with employees struggling with mental health issues. We instruct them in how to use the EAP as a "management tool" and how to make a referral to the Health Advocate EAP.

Please refer to Attachment 6 for our Resource Catalog for a listing of available webinars.

5.3	<p>Describe the process of evaluations, interviews and/or counseling sessions, when they are referred by a supervisor. Including but not limited to each of the following program requirements.</p> <ul style="list-style-type: none"> a. In-house, no-fee treatment insofar as practical, b. Referral/turn-over to specific employee's health plan when appropriate, c. Referral to community treatment facility when appropriate, d. After-care follow-up, e. Program monitoring, evaluation and reporting, f. Critical Incident Stress Debriefing (CISD) and Critical Incident Stress Management (CISM) services, g. Make referrals to community resources.
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Response:

a. In-house, no-fee treatment insofar as practical,

Health Advocate will provide unlimited telephonic support and instruction, as well as provide online training modules, to the State of Nebraska on how to use the EAP as a management tool and how to make employee referrals, both voluntary and involuntary.

If issues around the client's policies are raised, Health Advocate will refer the supervisor or manager to human resources or designated client officials to seek guidance and assistance. Health Advocate will also advise on confidentiality requirements and follow up with all supervisors who are involved in referring employees 100 percent of the time.

b. Referral/turn-over to specific employee's health plan when appropriate,

In all cases, the State of Nebraska professionals and eligible family members will be offered EAP providers who are also in the behavior health medical plan/insurance network for continuity of care.

c. Referral to community treatment facility when appropriate,

We take a holistic approach to every member case including striving to exhaust all available resources to support the member during their difficult time.

d. After-care follow-up,

Our case management activities regularly include phone contact, in-person follow-up sessions, and timely updates. After the session begins, a case manager is able to check in with both the counselor and the participant as needed.

We also follow-up with all supervisors/managers who are involved in referring employees.

e. Program monitoring, evaluation and reporting,

In a mandatory or involuntary referral scenario, Health Advocate will report back to the State of Nebraska, as allowed by confidentiality requirements, on the employee's adherence to the outlined plan of support. Health Advocate will be available to managers, supervisors and human resources personnel to discuss rehabilitative efforts, back-to-work conferences, and various other ways to handle each corresponding situation; this is an essential piece for the maintenance of a well-coordinated rehabilitation program.

f. Critical Incident Stress Debriefing (CISD) and Critical Incident Stress Management (CISM) services,

Health Advocate offers a comprehensive range of Disruptive Event Management/Critical Incident Stress Debriefing (DEM/CISD) services, including on-site support. Access to on-site defusing and/or debriefing services are available as part of our standard critical response service. Health Advocate has provided a bank of 180 hours for onsite training and critical incident support. Beyond the bank of 180 hours, onsite critical incident support can be provided on a fee for service basis of \$275 per hour plus travel and related expenses. In all cases where on-site presence is warranted, we work closely with the client's HR team to provide a swift and appropriate response. We have invested substantially in our emergency response resources.

Our experienced staff is fully qualified to provide services directly, and we have access to our national affiliate network as well. Finally, in order to ensure our ability to provide rapid responses nationwide in all situations, we have a strategic partnership with R3 Continuum, an experienced firm who is solely dedicated to immediate response services.

Depending on the location and severity of the issue, we will use our own clinician affiliates or trusted third-party critical incident response vendor, providing an immediate on-site presence anywhere in the nation. Our EAP staff has extensive experience with critical incident responses and has performed them for numerous clients across our book of business. We have assisted clients with numerous types of critical incident support, including the sudden death or prolonged illness of an employee; violence or crime in the workplace; natural disasters or terrorism, etc.

g. Make referrals to community resources.

Should the member not have insurance or have limited financial means, we will help identify community resources in the area that could possibly assist the member.

5.4	Describe education, webinars and/or workshops provided to eligible families through EAP.
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Response:

Employee and family-focused trainings include topics such as balancing work and life, communication skills, conflict resolution, harassment awareness, respect and diversity, stress and burnout prevention, team building, time management, nutrition, exercise, and many more.

For more detail, we have provided a sample of our Resource catalog as Attachment 6.

Health Advocate also offers monthly educational webinars on a variety of diverse topics. These webinars can be viewed by individual employees and their families in the privacy of their own homes. Archived webinars are available and address a wide range of subjects, including work/life, parenting, health management, stress management, retirement planning, and more.

We of course recognize that in these unprecedented challenging times of COVID-19, employees and their families are facing new types of stresses. So many of the issues that our members present, with their outreach to utilize the EAP, are related to COVID worries, i.e. working from home with family distractions, lack of socialization, fear of getting sick or having a loved one get sick, financial worries, political stresses, etc. Our counselors work with these members to help ease the stress that are a result of the new burdens associated with COVID-19.

<p>Since the COVID pandemic was declared, and through October 2020, we have provided 41 live webinars that are all recorded. Topics include: Facts, Information, Emotional Impact with Dr. Ellen Contente, Preparing for Our New Normal, and Leading in Stressful and Changing Times. We expect to continue to provide this high level of support given these unprecedented times.</p> <p>Please refer to Attachment 7 for a listing of COVID specific webinars, communications and outreach provided to our clients.</p>	
5.5	Describe experience in identifying family support and peer resources within the organization or community.
<p>Response:</p> <p>Community resources and support groups are used as alternative means for the member if additional support is needed. Health Advocate's EAP is able to identify community resources and peer support groups within the community in which the member lives.</p>	
5.6	Describe experience and services for training and debriefing related to critical incidents and trauma.
<p>Response:</p> <p>Health Advocate has an expert staff with specialized training in handling CISD situations, whether that be onsite or virtual. Our national team of CISD experts are deployed roughly 60 times a month. They are adept at defusing the immediate fallout from a traumatic or violent incident, working with management and employees on coping strategies and teaching people how to identify signs and symptoms that they need more help. The first priority is to address the raw emotions and reactions in the workplace; our priority is to create a safe place where people can process what has happened by talking, listening to others, sharing and absorbing. Our CISD experts also remind employees and managers that emotional and physical reactions can be delayed, and may take a person by surprise- days, weeks or months after a critical incident occurs. Therefore, in addition to dealing with the immediate needs of affected employees, we stress management training and awareness of the resources available to support employees whenever they need it. We provide literature and toll-free number outreach cards so that employees can reach out to us whenever they feel ready.</p> <p>In order to ensure our ability to provide rapid responses nationwide in all situations, we have a strategic partnership with R3 Continuum, the largest and most experienced firm solely dedicated to immediate response services in the workplace. All trauma responders providing psychological first aid are required to have ongoing training from an approved organization such as those provided by Crisis Care Network (CCN), International Critical Incident Stress Foundation (ICISF), Robert Douglas and Associates (RDA) and National Organization of Victim Assistance (NOVA).</p>	
5.7	Describe prevention programs offered including supervisory training, mental health and wellness promotion, support groups and educational seminars.
<p>Response:</p> <p>Health Advocate's training is designed with the goal of early intervention and prevention. The training focuses on building skills to help supervisors effectively recognize, document, and take appropriate action regarding work performance issues. Emphasis is placed on helping managers and supervisors focus on work performance rather than personal issues. The training teaches supervisors how to identify and confront the "troubled employee." Properly educating management is the single most effective way to ensure employees access to the program.</p>	

Manager/Supervisor training and awareness of early warning signs relating to these issues is also key; Health Advocate offers trainings especially around the following topics:

- Violence prevention, domestic violence
- Reasonable suspicion
- Harassment awareness and workplace bullying
- Supervisory EAP training

Additionally, Health Advocate's EAP counselors can also be an invaluable source of telephonic support for members who may be going through a lifestyle change, such as completing a weight management or smoking cessation program, to working through the emotional issues that may accompany the member's struggle. Our counselors provide psychological support to help the member "connect the dots" between the behavior change strategies suggested by lifestyle management programs, and more in-depth strategies for coping with stress and the feeling of being overwhelmed.

5.8	Describe how EAP will support managers/ supervisors with services/guidance to support employees (i.e. supporting return-to-work and work accommodation efforts, performance issues related to unresolved personal or behavioral/medical problems, offering performance management guidelines for managers regarding their employees, training and educations and other management consulting and coaching etc.).
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Response:

Health Advocate will provide unlimited telephonic support and instruction, as well as provide online training modules, to the State of Nebraska on how to use the EAP as a management tool and how to make employee referrals, both voluntary and involuntary. If issues around the client's policies are raised, Health Advocate will refer the supervisor or manager to human resources or designated client officials to seek guidance and assistance. Health Advocate will also advise on confidentiality requirements and follow up with all supervisors who are involved in referring employees 100 percent of the time.

Health Advocate also provides semi-annual manager and supervisory webinar trainings for all our clients. These webinars are recorded and stored on our website for access any time of the year. Health Advocate's training is designed with the goal of early intervention and prevention. The training focuses on building skills to help supervisors effectively recognize, document, and take appropriate action regarding work performance issues. Emphasis is placed on helping managers and supervisors focus on work performance rather than personal issues.

Specific manager and supervisory training can be requested using the bank of 180 hours. Beyond the bank of 180 hours, onsite services are provided on a fee for service basis of \$250 per hour plus travel and related expenses.

5.9	Describe the process of recording the training sessions, including recording retention and how the recordings will be provided to the State.
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Response:

Our semi-annual manager and supervisory webinar trainings are recorded and stored on our website for access any time of the year.

PROFESSIONAL QUALIFICATIONS AND REFERRAL COORDINATION

6.1	Describe the process of determining if referral beyond EAP is indicated. Including the EAP clinician's role in facilitating appropriate clinical referrals and how clients are matched with resources within the State's employee benefit programs and community-at-large.
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Response:

Health Advocate is committed to ensuring that members receive high quality care in the most cost-effective manner. The vast majority of our network providers are included in most major insurance plan networks, and we always attempt to refer members to providers who are covered within their health plan to ensure continuity of care. Health Advocate will provide the member the maximum number of sessions, when clinically appropriate, as determined by a client's plan design. When a member needs services beyond those sessions, Health Advocate provides a seamless transition from the EAP benefit into the member's designated medical plan without any disruption of service. Prior to referring outside the EAP, the counselor will review with the member their particular insurance benefits package, including deductibles and out-of-pocket expenses which they may incur for treatment beyond the EAP's services. Further, we continually monitor and evaluate community resources to ensure our members have access to the broadest possible range of appropriate resources.

QUALITY IMPROVEMENT, EVALUATION AND AUDITING

7.1	Describe any formal quality management structure or programs used to gage quality of services.
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Response:

Health Advocate is dedicated to continual quality management and improvement across our entire suite of services. Our Total Quality Management (TQM) program focuses on the following components:

Operational Performance Metrics- Phone System

Our company has a state of the art voice-over IP (VOIP) phone system. This allows us to monitor performance metrics, tracking the number of calls per day by clinician and recording high intake peaks. It further provides the capability of monitoring live calls by the clinical coordinator. VOIP allows for connectivity to regional offices and automatic forecasting and scheduling for additional intake support during overflow or peak periods. The VOIP allows for disaster recovery to emergency backup lines to keep the call center active even during a T1 outage. The phone system is an ACD (Automatic Call Distribution) System which allows tracking and reporting of various variables including:

- Quality of service
- Length of time to be answered
- Abandonment rate
- Time of day and duration of calls

Direct Phone Contact with Member

The primary process for Quality Assurance of clinical services is accomplished through direct phone call/survey with a select percentage of self-referrals not identified as high risk. Our goal in this process is to make sure that the member is satisfied with the services received, as well as to provide them with the opportunity to express any concerns they may have about the treating clinician, length of travel, availability of appointments, and initial impressions. Clinicians are required to conduct follow-up calls to members for quality assurance; it is so important, it is part of their job description. In the event there is any level of

dissatisfaction with the provider, members are always offered alternative referrals. When appropriate, we contact the affiliate clinicians to address any concerns the employee may have raised. Generally the issues raised by members are based on personal preference and can be accommodated with an alternative referral.

Clinical Supervision

The Senior Clinical Director holds monthly clinical staff meetings to review cases and discuss the latest trends in the EAP field. The Senior Clinical Director also meets individually with counselors to review their cases and help refine their expertise in the assessment tools being used in the field. Counselors may seek guidance from the Senior Clinical Director or EAP senior management team any time there is a concern about a member or procedure.

Monitoring Affiliates

Our Affiliate Relations department updates information annually on our affiliate partners. We conduct quarterly conference calls with our core affiliate providers to ensure quality control. Efficacy calls, requests for information, etc. are performed on a monthly basis to ensure performance criteria are met. Our clinical team also responds to member feedback regarding a counselor's convenience of location, clinical skills and outcomes on a monthly basis.

7.2	Describe the audit program capabilities to the State. At a minimum, include in your response the timing of the audit, who is allowed to audit, the documentation that can be audited and made available to the State upon request in electronic format, web-based system, or both.
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Response:

Health Advocate allows an annual audit to take place which includes a site visit, copies of our policies and approved procedures and standards (without proprietary information not designated for client view like disaster recovery step by step restoration procedures, but the disaster recovery plan would be made available.) , external testing results for our SOC2 TYPE II, HIPAA Risk Assessment, Web Application penetration testing (also known as a vulnerability test (OWASP), external network penetration test, and trainings required annually.

Behavioral health chart records are protected under HIPAA and we cannot release any information without the member's consent.

ACCOUNT MANAGEMENT, COMMUNICATION AND MEMBER SATISFACTION

8.1	Describe account management support, including the mechanisms and processes in place to allow the State to communicate with account service representatives, types of inquiries that can be handled by account service representatives.
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Response:

An Account Manager will be assigned to ensure all of the State of Nebraska's support needs are being met through quarterly meetings. Quarterly meetings are an excellent way to assess and improve client participation and satisfaction. The quarterly meetings are designed to review client expectations, client satisfaction, statistical impact reports, current trends and satisfaction surveys.

8.2	Describe the Communication plan, including outreach materials typically provided to members and how cognitive health and other resources available through the EAP are promoted.
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Response:

To introduce our services we will provide a “Get Started Guide” which includes a set of tear-out wallet cards for employees and their family members. Health Advocate will bulk-ship sufficient quantities of our Guides to a designated location for distribution to employees, along with extra copies to be used for new hires.

Other standard communication materials include monthly member newsletters, quarterly supervisory newsletters, table tents, posters, content for TV monitors, reminder brochures, and designed templates for generating an effective email blast. These materials describe the various program features, their key benefits and how to access them.

Health Advocate's award winning marketing staff regularly creates flyers to assist members with a wide range of emotional and wellness-related concerns. Some of the topics include protecting against identity theft, tips for a working parent, substance abuse information and resources, self-care for the caregiver, coping with change, career development, relieving debt stress, any trending topics, i.e. stress related to COVID, and so many more. Disruptive Event Management (DEM) flyers are also available should the client undergo a critical incident, some examples include the death of a coworker, stages of grief, and dealing with traumatic events.

Please refer to Attachment 5 for sample communication material.

We offer modules in dCBT (Digital Cognitive Behavioral Therapy) which include: Social Anxiety, Anger Management; General Depression; Low Self Esteem; Panic; Perfectionism; Phobias; Stress Management; Trauma and Abuse; Worry.

The Social Anxiety module within the Anxiety category includes sessions for Diaphragmatic Breathing, Progressive Muscle Relaxation, Visualization, Systematic Desensitization and Coping During Traumatic Exposure.

In addition to a robust resource toolkit, stress-reducing exercises and linkage to mindfulness and other emotional health resources, the platform allows participants to develop competencies through a variety of structured modules and courses. Our roadmap for 1st Quarter, 2021 includes implementing interactive and experiential dCBT online tools, there will be additional fees for this program component.

8.3	Describe all links and content of dedicated EAP website (e.g., emotional, wellness and work-life educational information; other subject areas; children and eldercare resource search capability; online health and wellness training materials; self-assessments and screening tools, appointment scheduling, provider directory, etc.).
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Response:

Employees will have access to our convenient EAP and Work/Life website that is a vital source for up-to-date resources and information on diverse topics that matter to members and their families. The website is organized by category, with each topic drilling down into subcategories and organized with relevant content. Depending on the topic, content would include articles, news alerts, financial wellness, financial fitness center, audio, forms,” skill-builders” modules, glossaries, and resources which include a variety of features including links to pertinent agencies and associations, magazine articles, TaxACT center, support networks and more. Furthermore, it contains a self-search database for summer camps, relocation assistance, savings center with discounts of up to 50 percent, education, pet sitters, attorneys and legal topics, financial advisors, volunteer opportunities, etc.

As a standard part of our program, Health Advocate offers a monthly educational webinar at no charge and includes topics such as finance, parenting, going green, respect in the workplace, and many more. These webinars can be broadcasted for employees as a “lunch and learn,” or viewed by individual employees in the privacy of their own homes. If an employee misses a webinar or wants to revisit one, they can access the archives to watch them at their convenience.

Additionally, Health Advocate’s online member experience includes full web access from a mobile app, which allows engaging in our program to be simple and easy to use, right in the palm of the hand. We have changed the way members interact with us by providing them with mobile tools and assistance for every stage of life, for an infinite number of circumstances. Our app includes one-stop access to 24/7 support by Master’s-level clinicians, financial wellness support, skill builders, tip sheets, forms, work/life services, and other resources to ensure each member’s journey contains programs unique to their own needs. Each screen within the app contains a “Call Now” button and a link to email us a question, ensuring ease of access to promote engagement.

When the member enters the EAP+Work/Life website, there is an icon on the top of the page with an option to convert the entire website to Spanish or French.

8.4	Describe how services are accessible to participants who are disabled or for whom English is not the primary language.
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Response:

Members with a hearing or speech disability can connect to Health Advocate using the 711 dialing code for TTY services or submit questions to answers@healthadvocate.com.

Health Advocate also employs Spanish-speaking staff and also provides access to a telephone translation service to accommodate hundreds of additional languages and dialects. We also have Spanish member materials.

We utilize diverse professionals in our network of counselors and trainers. We recognize that employers employ a diverse workforce, with variations in educational level, native language, culture, and communication preferences. Therefore, we offer members a variety of ways they can receive information and access our services. To accommodate generational and individual preferences in how information is consumed, Health Advocate supports communication campaigns by providing print materials, digital self-service, in-person services, webinars, etc.

Response: Duplicate Row

8.5	Describe how you will continue to support the State during open enrollment as well as an ongoing basis to promote your EAP services.
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Response:

Health Advocate will designate an experienced multi-functional account management team for the State of Nebraska to manage implementation, operations, reporting, member communications, and continuing interactions. The team will include Joanne O'Toole, Assistant Vice President of Sales, to oversee implementation and start up, Director of Specialty Sales, EAP, Karly Bachich, who provides strategic program oversight and assists with specific program details to ensure optimal plan performance; an Account Manager to be assigned upon award of business, to oversee ongoing member communications and make any necessary adjustments; and representatives are available to assist from key areas including

operations, clinical, eligibility, reporting, client services and IT. Account Managers manage a wide variety of clients which allows them to provide strategic guidance to any type of organization.

Please refer to Attachment 4 for Account team biographies.

8.6	Describe the post-service satisfaction survey that will be provided to participants upon completion of services for each incident or event. Include how the results are collected and reported to the State.
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Response:

Member satisfaction surveys are sent to members when they have a valid email on file and are sent weekly for all cases that closed in the previous week. Returned surveys are then included with our utilization reports.

Your Account Manager will ensure all of your needs are being met through quarterly meetings. Quarterly meetings are an excellent way to assess and improve client participation and satisfaction. The quarterly meetings are designed to review client expectations, client satisfaction, statistical impact reports, current trends and satisfaction surveys.

REPORTING

9.1	Describe and provide examples of a standard reporting package provided to the State.
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Response:

Health Advocate recognizes the importance of providing the State of Nebraska with sophisticated reporting capabilities that support their program objectives. We offer robust reporting capabilities through both our standard reporting package as well as our extremely flexible ad hoc reporting capabilities. Our standard reporting includes a Statistical Impact Report which outlines key utilization information including:

- Comprehensive reporting package includes aggregate EAP activity
- Number of new cases, with classification of presenting problem, age and gender
- Number of voluntary and employer referrals
- Administrative and training hours; clinical hours
- Number of supervisor referrals or manager consultations
- Number and type of training sessions held
- Number of Work/Life visits
- Number of specific Work/Life categories

Please refer to Attachment 8 for sample reporting.

9.2	Describe and provide examples of additional reports that meet the requirements of the RFP.
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Response:

The Health Advocate EAP and Work/Life solution offers additional ad hoc reporting. Specifically, our reporting capabilities give us the ability to identify both internal and external usage of the EAP program, giving our clients meaningful information on utilization.

Divisional reporting can be provided if the subgroups are of appropriate size and the filters/identifiers are included in the employee eligibility file, predetermined by the client and Health Advocate prior to implementation.

Please refer to Attachment 8 for sample reporting.

IMPLEMENTATION

- 10.1** Provide the draft implementation plan for the State.

Response:

Health Advocate has developed a comprehensive implementation plan that addresses all key areas of installation and is designed to be as simple as possible from a client perspective. The Health Advocate designated Account Management team will work closely with the State of Nebraska's designated team to finalize the implementation process including receipt of eligibility, billing and reporting schedules, develop a strategic communications plan, on-site training schedule, connect with the outgoing vendor for transition, and of course, develop a plan to integrate with all of the State of Nebraska's resources, such as the medical carrier, disability, behavioral health, pharmacy benefit manager, and more. We offer a coordinated and holistic approach to each case, positioning ourselves as a care coordinator.

The entire process has been designed to be as simple as possible from a client perspective and will be coordinated by the State of Nebraska's Account Manager. A typical installation takes 30 to 60 days.

Please see Attachment 9 for a sample Implementation timeline.

- 10.2** Describe the transition of individuals who may be within a mandatory counselor/psychiatrist relationship at the start or at the close-out of the contract.

Response:

If any State of Nebraska member has just begun, is in the middle of, or is nearing the close of their current EAP service through the end date, that person will be educated by the outgoing vendor to call Health Advocate for continued services beyond the last day of the contract.

If the current counseling provider is not an affiliate in the Health Advocate network, they may apply to join, otherwise the member may convert to using their health insurance or discontinue with that provider and start a new case with Health Advocate. To reduce potential delay or disruption of services, Health Advocate may be contacted up to three weeks in advance of the old contract termination.

If applicable, Health Advocate EAP will consult with HR and the outgoing EAP vendor no later than one month prior to the effective date about formal referrals that are expected to require continued case management. The outgoing vendor will direct HR managers to Health Advocate's Clinical Director to discuss case transfers.

ACCOMMODATIONS RELATED TO CURRENT LANDSCAPE

- 11.1** As a result of the COVID-19 pandemic, what impact has the Bidder experienced from current clients and how has the anticipated increased need for EAP services been addressed?

Response:

Since the COVID pandemic was declared, and through October 2020, we have provided 41 live webinars that are all recorded. Topics include: Facts, Information, Emotional Impact with Dr. Ellen Contente, Preparing for Our New Normal, and Leading in Stressful and Changing Times. We expect to continue to provide this high level of support given these unprecedented times.

Please refer to Attachment 7 for a listing of COVID specific webinars, communications and outreach provided to our clients.

11.2	In light of the COVID-19 pandemic, describe what methods are used to provide specialized training and support for contracted mental health professionals.
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Response:

Contracted mental health professionals are always encouraged to call Health Advocate's EAP for clinical support or supervision on any case. Since March, we have held weekly webinars and allow our mental health professionals to also attend these sessions to provide specialized training and support for not only members but contract mental health professions.

Please refer to Attachment 10 for a sample training communication – Masterful Consultation Course.

11.3	Describe the process of ensuring appointment availability of providers, including but not limited to virtual capabilities.
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Response:

We maintain a robust network of affiliate providers. We prefer to offer a referral directly to our members and then call the provider office together. Many practices rely on voicemail so in those cases, we will introduce our member as a referral from the Health Advocate EAP and ask the affiliate to return the call to our member who introduces themselves and provides the preferred phone number for callback to schedule.

If this referral fails for any reason, we ask members to alert us so we can offer them in the moment interim support if needed, while we reach out to our affiliates to secure an affiliate who confirms availability and can accommodate our member.

Additionally, our members may also use our MyHelp platform to connect quickly with secure video counseling, and may use text and phone options as well. This choice enables members to get started almost right away by completing a short survey of concerns and any preferences about being matched with a counselor. Members are normally matched with a counselor in one business day, or two days in states experiencing exceptionally high demand due to the pandemic and disruption of many local private practices. Once matched, members can connect with their counselor and select an appointment that works best for them, possibly as soon as the same or next day. We will stay in touch with the member and support as appropriate until the member confirms a counselor connection.

11.4	Describe what methods are used to ensure members receive consistent high-quality service in a secured remote access sessions.
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Response:

Health Advocate's member site is designed with security in mind including the two factor authentication, SSL. Our site is 100 percent encrypted and locked down through role-based permissions to ensure each member is only able to see their information and nothing else. In addition, we do offer SSO (SAML) for a small additional charge to further enhance any security concerns.

11.5	Describe what methods have been used to provide training to management and supervisors on how to address crisis related mental health and work/life issues for employees.
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Response:

We have customized the managerial training and support we provide. We offer unlimited phone consultations so that managers get the just-in-time support they need. We also provide numerous webinars and onsite trainings, fully customizable to the subjects and issues the State of Nebraska would like to present.

More recently, and in light of the pandemic, many clients are expanding their view of an EAP to go beyond emotional health. Some of our clients have asked us to incorporate our Telemedicine and well-being programs, or elements of them, into our comprehensive well-being solution. In order to provide the best approach for the State of Nebraska, we would leverage the insight we have gained about their employees and the experience we have across thousands of clients and dozens of retailers like the State of Nebraska. Important to the equation would be to conduct a deep-dive exploration as to what the State of Nebraska's leadership would like to see from their EAP. No other organization offers more resources or expertise to devise a truly custom approach.

Health Advocate also offers monthly educational webinars on a variety of diverse topics. These webinars can be broadcasted as a lunch-and-learn for groups or viewed by individual employees in the privacy of their own homes. If an employee misses the current month's webinar, they can watch the archived webinar of their choice at their convenience. Webinars address a wide range of subjects, including work/life, parenting, health management, stress management, retirement planning, and more.

Additionally, if onsite or client specific virtual training is preferred, we have provided a bank of 180 onsite hours that can be used for trainings or critical incident response (CISD). Beyond the bank of 180 training hours, onsite or client specific virtual services are provided on a fee for service basis of \$250 per hour plus travel and related expenses.

11.6	Describe the sources for information made available through your EAP regarding the COVID-19 pandemic, including how often the information is updated and distributed, and through what modalities.
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Response:

We have implemented a dedicated COVID section on our website which houses a plethora of information including webinars, flyers, handouts and more.

One-hour webinars are available 24/7 at no additional cost on the website. New topics are covered each month and are archived. Many webinars offer the option of a completion certificate. Flyers and Webinars are updated weekly.

Please also refer to Attachment 7 for a listing of COVID specific webinars, communications and outreach provided to our clients.

11.7	Describe any efforts to provide specialized training and support for your mental health professionals in light of the current crises.
Response:	
<p>We are national members of the Employee Assistance Professionals Association who provide monthly specialized training and support on a wide variety of topics. The EAPA opens their doors to all mental health professionals and we encourage our mental health professionals to attend. Topics include supporting members dealing with social unrest, election distress, COVID-19 isolation, racism, election fatigue and more.</p>	
11.8	Describe methods used to match marginalized communities with compatible licensed therapists based on unique experiences and identities across race, gender identity, class, sexuality, ethnicity, and ability.
Response:	
<p>We utilize diverse professionals in our network of counselors and trainers. We recognize that employers employ a diverse workforce, with variations in educational level, native language, culture, and communication preferences. Therefore, we offer members a variety of ways they can receive information and access our services.</p> <p>Our counselors routinely work with employees from varied backgrounds and are adept at approaching each caller as a unique individual with unique communication needs. Our internal training program also equips telephone counselors and case managers to work with employees in their own context, incorporating the employee's perspective and frame of reference in the short-term problem resolution. Through our referral system we also offer placements with affiliate counselors who meet specific language needs.</p> <p>Our services are designed to be accessible by all employees and are always delivered with dignity and respect. We are committed to our belief that the EAP is a universal benefit, available equally to all entitled parties irrespective of their gender/race/physical or mental ability/sexuality/age/religion or belief. Health Advocate takes great care to ensure that we provide a diverse service to the State of Nebraska employees.</p> <p>Our network includes counselors with a variety of backgrounds and skills to work with employees with particular needs. We will match all State of Nebraska employees with counselors who meet their individual needs and preferences. Our database includes detailed information about our counselors, including gender, training, experience in a particular area, and languages spoken.</p>	

Health Advocate deems question 1.10 located in Attachment A – Technical Proposal, Page 30 of the State of Nebraska's 6395 Z1 EAP RFP, to be confidential and proprietary.

The information we have provided in this document is not public record as defined by FOIA at 29 Del. C § 100002(d). Health Advocate would be at commercial disadvantage if our confidential and proprietary information were provided to a competitive bidder; we are maintaining the confidentiality of this information being essential to Health Advocate's business interests.

1.10	<p>SUBCONTRACTORS</p> <p>If the contractor bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:</p> <p>A. name, address, and telephone number of the Subcontractor(s); B. specific tasks for each Subcontractor(s); C. percentage of performance hours intended for each Subcontract; and D. total percentage of Subcontractor(s) performance hours.</p>
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Response:

Proprietary and Confidential

We have relationships to enable our technology, provide vetted content and support our members and staff. The third party vendors we have integrated into our solution include:

Amino

Cognitive Behavioral Therapy Platform (cCBT)

Jonathan Short

314 West Superior Street # 601

Chicago, IL 60654

jshort@marqueehhealth.com

224.534.2279

Less than 1%

ProtoCall

Secondary call centers

Erin Hayes

Program Manager

621 SW Alder, Suite 400

Portland, OR 97205

erin.hayes@protocallservices.com

877.779.0275

20%

Life Advantages

Web-based content and resources

Mark Schoder
President
2716 Edgewater Court
Weston, FL 33332
mschoder@lifeadvantages.com
954.349.8280
15%

CLC Incorporated
Professional legal and identity theft services
Curtis Padilla
Vice President of Business Development
3001 Lava Ridge Court
Roseville, CA 95661
cpadilla@clchomeoffice.com
916.724.2203
Less than 5%

MySecureAdvantage
Professional financial and tax services
Dan Davis
Chief Operating Officer
3001 Lava Ridge Court
Roseville, CA 95661
ddavis@mysecureadvantage.com
[888.724.2326 ext. 63383](tel:888.724.2326 ext. 63383)
[Less than 5%](#)

Compile Inc. DBA BetterHelp
Assists with online, video, telephone and chat sessions
Kfir Eyal
Sr. Director, Sales & Partnerships
Alon Matas, Founder & President
440 N. Wolfe Rd.
Sunnyvale, CA 94085
kfir@betterhelp.com
408.601.9536
30%

R3 Continuum
On-site crisis response coordination
Erin Tonda, J.D., LL.M
Account Manager
6600 France Ave S., Suite 245
Edina, MN 55435
Erin.Tonda@R3c.com
888.736.0911 ext 3848
Less than 10%

Certified Languages International
Language translation services
Kevin Cunningham
Account Executive
Kathleen A. Sego, CEO – Woman Business Enterprise (WBE)
4800 SW Macadam Avenue, Suite 400
Portland, OR 97239
kevinc@certifiedlanguages.com
503.484.2308
Less than 1%



Commercial Banking
1700 Farnam St.
Omaha, NE 68102

November 12, 2020

RE: West Health Advocate Solutions, Inc

To Whom It May Concern:

West Health Advocate Solutions, Inc has been a customer of U.S. Bank, N.A. since February 2015. They maintain several depository relationships with our bank which has over the last six months maintained a low eight figure balance. These accounts are handled as agreed with no non-sufficient fund items.

This company is a valued customer of our bank and has always handled their financial affairs in a responsible manner.

Please contact me if any further information is required.

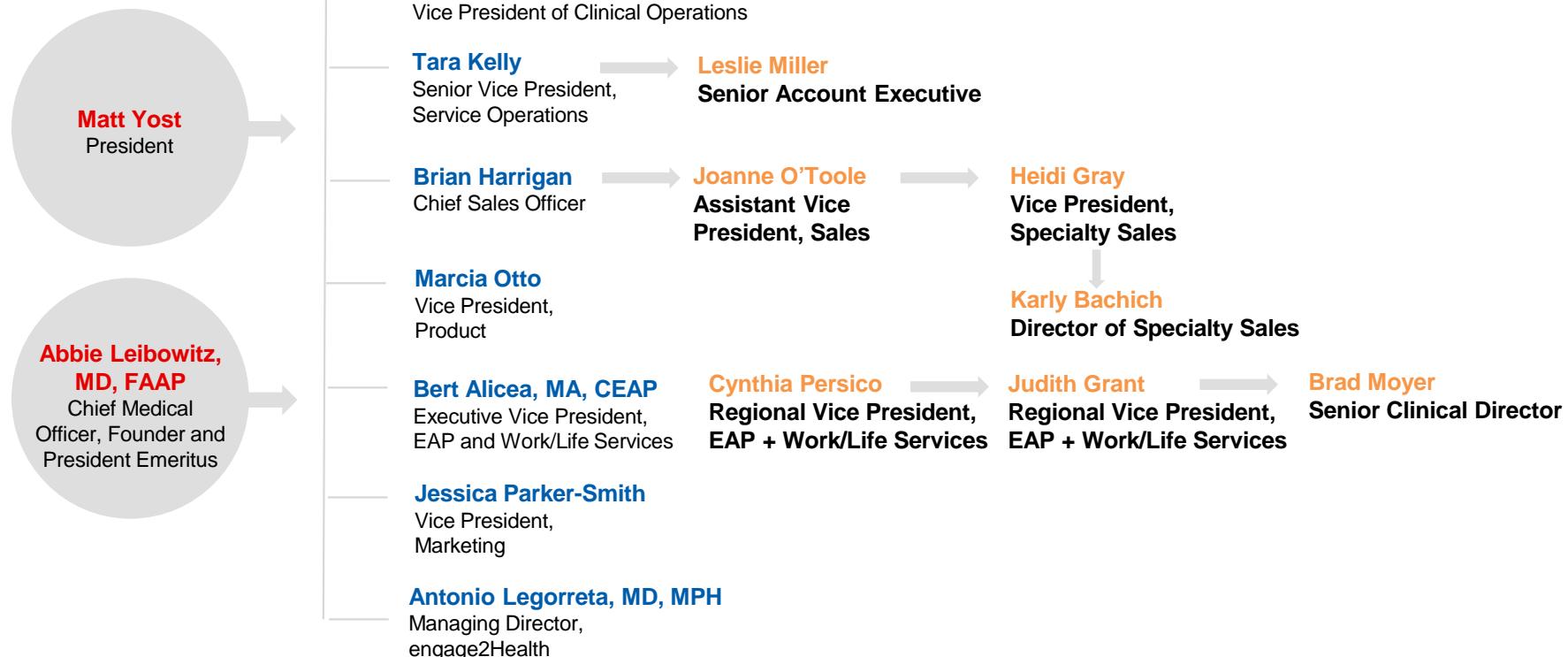
Sincerely,

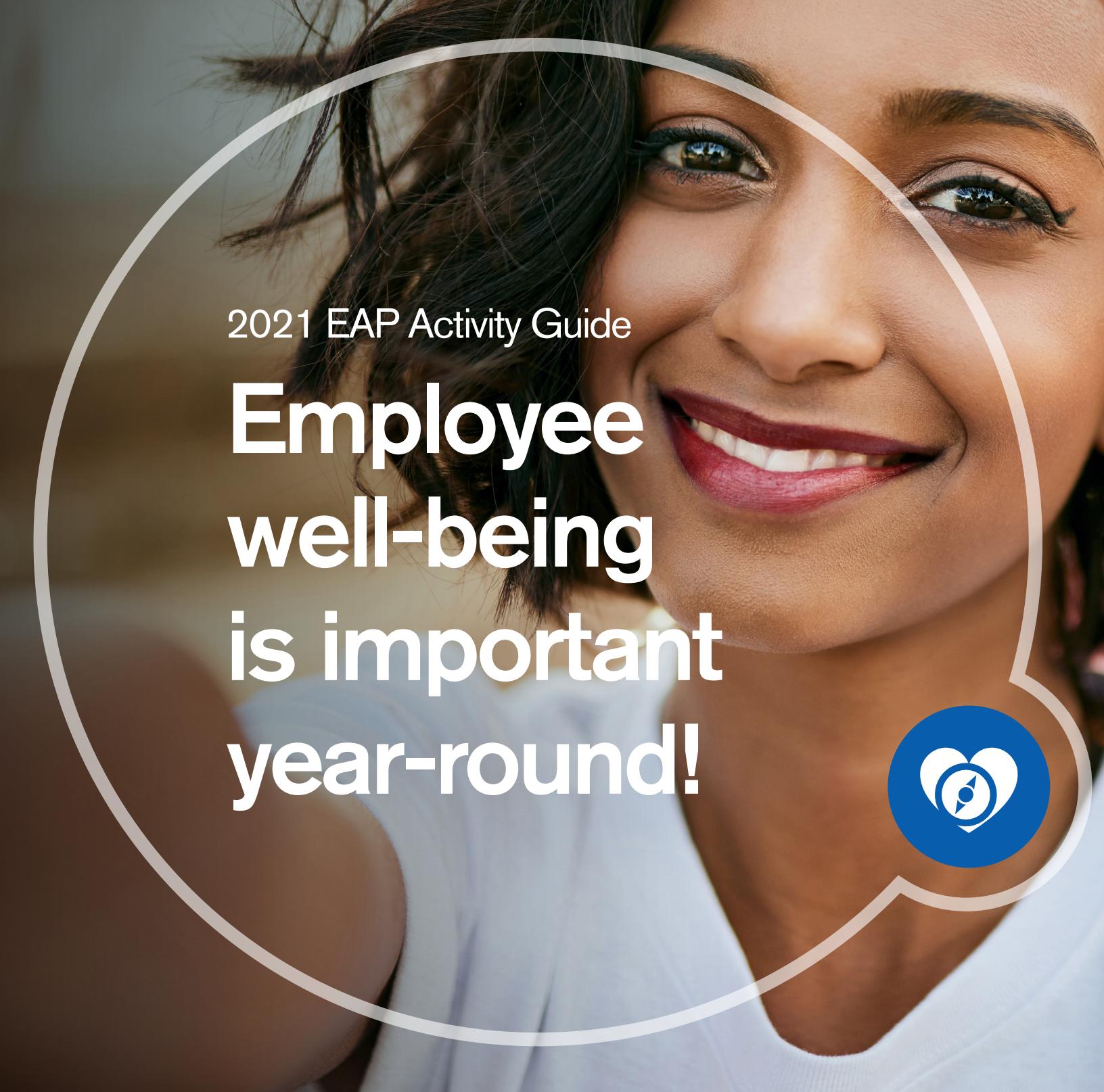
Karen Nelsen

Karen Nelsen
Vice President
402-536-5104
karen.nelsen@usbank.com

Project Details		EAP Implementation		
EFFECTIVE DATE - see below				
	Task Name	Responsible	DATE	Project Name
Legal				Genesis Healthcare
	Sign contract	HA/Client	30-60 days prior to effective date	Completed on time
	Establish and document billing process	HA	30 days prior to effective date	Completed on time
	Set-up billing process	HA	30 days prior to effective date	Completed on time
Training				
	Conduct Train-the-Trainer Meeting(s)	Client	within 30 days prior or 30 days post effective date	Completed on time
Communications				
	Develop communications strategy	HA/Client	30 days prior to effective date	Completed on time
	Send sample member communications materials	HA	30 days prior to effective date	Completed on time
	Develop and review roll-out schedule for any communication to employees	HA/Client	30 days prior to effective date	Completed on time
	Open enrollment Flyer/wording	HA/Client	If applicable 30-60 days prior to effective date	Completed on time
	Member website update	HA	1 week prior to effective date	Completed on time
	Review resources on website for HR	HA	30 days prior to effective date	Completed on time
Transition Steps for EAP				
if necessary	Notify outgoing vendor	Client	30-60 days prior to effective date	Completed on time
	Establish telephonic referral date	HA/Client	30-60 days prior to effective date	Completed on time
	Conference call with outgoing vendor if needed	HA	30 days prior to effective date	Completed on time
	Transition mandatory/formal referrals to HA	HA/Client	15-30 days prior to effective date	Completed on time
Project Details				
	Bidder's Responsibilities			As a Bidder, we are responsible for the complete and timely implementation of a successful EAP program launch

2020 Health Advocate Organizational Chart





2021 EAP Activity Guide

Employee well-being is important year-round!



This guide will help you plan and promote activities each month and provide useful information to inspire your employees to be more fully engaged in their health. Please keep in mind, as the COVID-19 situation is continuously evolving, different issues may arise during 2021. Consequently, some of the topics listed here may need to be changed. Use this as a general guide—feel free to use some or all of the suggestions, switch up the activities or add your own! Plan your initiatives based on the greatest health needs of your organization.

HealthAdvocateSM

Activity Calendar 2021

January



Stress and Overeating

Webinar Topic:

What Stress and Diet Have In Common

Suggested Activities:

- Anonymously survey employees about stress and their food choices
- Refer employees to Health Advocate for coping strategies to manage stress
- Distribute Flyer: Stressed and Overeating
- Blog Post: Take Control of Emotional Eating

April



Benefits of a Staycation

Webinar Topic:

Living Debt-Free

Awareness Month E-blast:

Alcohol Awareness

Suggested Activities:

- Hold virtual or onsite lunch & learn about managing debt
- Refer employees to Health Advocate for help with financial issues
- Distribute Flyer: Tips to Control Drinking

Manager Webinar Topic:

TBD

February



Mindfulness at Work

Webinar Topic:

Calm Down: Meditation and Relaxation Guide

Suggested Activities:

- Hold virtual or onsite lunch & learn about improving focus
- Refer employees to Health Advocate for help reducing stress and distractions
- Distribute Flyer: Mindfulness at Work
- Blog Post: Getting Started with Mindfulness

Frontline Newsletter:

TBD

May



Strengthening Relationships

Webinar Topic:

Healthy Connections

Awareness Month E-blast:

Mental Health Awareness

Suggested Activities:

- Survey employees about how they stay connected with others
- Refer employees to Health Advocate for help with building stronger relationships
- Distribute Flyer: Helping Families Bounce Back from Setbacks

Frontline newsletter:

TBD

March



Maximize Senior Independence

Webinar Topic:

Stress Relief for Caregivers

Awareness E-blast:

Summer Camp Sign-up

Suggested Activities:

- Survey employees about caregiving experiences
- Refer employees to Health Advocate for help finding eldercare and other caregiver resources
- Distribute Flyer: Self-Care for the Caregiver
- Blog Post: Tips for Handling Caregiver Guilt

June



Build Self-Confidence

Webinar Topic:

Innovative Decision-Making: Problem Solving

Suggested Activities:

- Hold contest for the most inventive solution to a recent work or home problem
- Refer employees to Health Advocate for help with self-esteem and confidence building
- Distribute Flyer: Letting Go of Perfection

<h2>July</h2> <p><i>Managing Conflicts at Work</i></p> <p>Webinar Topic: Respect at Work</p> <p>Suggested Activities:</p> <ul style="list-style-type: none"> ▪ Hold virtual or onsite lunch & learn on diversity and inclusion ▪ Refer employees to Health Advocate for help with becoming more inclusive, handling differences ▪ Distribute Flyers: Break Down Your Biases and Maintain Mutual Respect for Coworkers 	 <h2>August</h2> <p><i>Keeping Kids Safe on the Internet</i></p> <p>Webinar Topic: Social Media for Parents</p> <p>Suggested Activities:</p> <ul style="list-style-type: none"> ▪ Hold virtual or onsite lunch & learn on internet safety ▪ Direct employees to the Health Advocate website resources on identity fraud ▪ Distribute Flyer: Keep Your Data Safe on the Internet Distribute booklet: Identity Theft, A Practical Guide <p>Frontline newsletter: TBD</p>	<h2>September</h2> <p><i>Dealing with Difficult People</i></p> <p>Webinar Topic: Bullying at Work</p> <p>Awareness Month E-blast: Suicide Prevention</p> <p>Suggested Activities:</p> <ul style="list-style-type: none"> ▪ Hold virtual or onsite lunch & learn about bullying ▪ Refer employees to Health Advocate for coping strategies in bullying situations ▪ Distribute Flyer: Feeling Like You Can't Cope With Your Life? ▪ Blog Post: Worried That a Male Friend or Loved One May Be Suicidal?
 <h2>October</h2> <p><i>Balancing Work and Home Life</i></p> <p>Webinar Topic: Building Effective Digital Teams</p> <p>Awareness Month E-blast: Domestic Violence Awareness</p> <p>Suggested Activities:</p> <ul style="list-style-type: none"> ▪ Hold competition on most unique ways employees balance work and home life ▪ Refer employees to Health Advocate for help with work/life challenges ▪ Distribute Flyers: Avoid the Pitfalls of Working Remotely and Signs of an Abusive Relationship <p>Manager Webinar Topic: TBD</p>	 <h2>November</h2> <p><i>Cultivate Optimism</i></p> <p>Webinar Topic: Reclaim Your Joy</p> <p>Suggested Activities:</p> <ul style="list-style-type: none"> ▪ Hold virtual or onsite lunch & learn on anxiety and worry ▪ Refer employees to Health Advocate for help with coping strategies to control anxiety ▪ Distribute Flyer: Stay Positive Through Setbacks ▪ Blog Post: Tips to Avoid Holiday Burnout <p>Frontline newsletter: TBD</p>	 <h2>December</h2> <p><i>Positivity Tips for the Upcoming New Year</i></p> <p>Webinar Topic: Having Difficult Conversations</p> <p>Suggested Activities:</p> <ul style="list-style-type: none"> ▪ Hold virtual or onsite lunch & learn on the keys to better communication at home and work ▪ Refer employees to Health Advocate for help with communication difficulties ▪ Distribute Flyers: Having Healthy Relationships and Tips for a Positive New Year

Stay Connected for Better Health



We're here to help.

Contact your Health Advocate team. We have many solutions, materials and resources to help you promote your initiatives and programs.

866.799.2655

info@HealthAdvocate.com



We have the tools.

Your Health Advocate services include an enhanced member website and mobile app that provide employees with a wealth of information to support their total well-being.

Encourage your employees to visit

HealthAdvocate.com/members

or download the mobile app from the App Store or Google Play.



We did the research.

Visit the Health Advocate blog each month for a comprehensive list of resources and articles from credible sources to help educate your employees and support your initiatives.

Blog.HealthAdvocate.com



We're social!

Follow us on your favorite social networks. We love sharing! Use and share our posts for even more inspiration.



Helpful Tips

- **Start planning early**
- **Consider employees' health needs, interests and your company culture**
- **Communicate and promote through multiple channels** such as posters, emails, social media, company intranet, and mailers
- **Ensure management demonstrates support** for the program
- **Ask for employee feedback**

Health Advocate makes healthcare easier for over 12,500 organizations and their members by leveraging a combination of personal support, data and technology to engage people in their health and well-being. **HealthAdvocate.com**

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Mental Health Awareness

Let's Talk

Talking about it is the first step to getting help.

Speak up. Show support.

Together, we can shatter stigma.

Do you keep silent about feeling depressed, anxious or upset?

There is no shame in having mental or emotional distress or reaching out for help.

The real shame is the stigma, misunderstanding, insensitivity and other reactions people have about it.



Speak up. Tell others about your story and how you're feeling. It takes courage, but it's the first step to getting the help you need to feel better.

Your Health Advocate EAP Licensed Counselor can provide confidential support for emotional, family and work issues. Referrals to an appropriate professional are provided, if needed.

In a crisis, help is available 24/7.

Turn to us—we can help.



Email: answers@HealthAdvocate.com
Web: [HealthAdvocate.com/](http://HealthAdvocate.com)

Download the app today!



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Has someone revealed a mental or emotional health issue to you?

Ignoring that person, or telling them to snap out of it, just calm down, that things will be better in the morning, or that therapy is for weak people, can make matters worse for someone who is struggling.



Show support. It's not always easy to find the right words, but the key is to acknowledge them without judgment.

Say something like, "It must be hard for you," and "I'm here to listen if you want to talk about how you feel."

1 in 5
people have
mental or
emotional
issues

Untreated mental health issues are linked to an increased risk of chronic health problems, suicide, relationship difficulties and more

Most of these issues can be treated by counseling, medication or both

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Maintaining Mutual Respect for Coworkers

During difficult times like these, when tempers flare and opinions differ, it can be a challenge to stay grounded and focused on work and maintain civil interactions whether in-person or remotely. But no matter how difficult it may feel, these tips can help foster mutual respect for your coworkers.

Stay positive by remembering that people's strong opinions originate from a common, shared passion for "what's right." Our disagreements are often a result of varying backgrounds, experiences, and what we've learned and believe. What we should all have in common is a commitment to honoring those differences and the freedom to have them.

Be a good role model. Treat others the way you would want to be treated.

Try not to interrupt. Truly listen, and give the other person the attention you would like to have.

Use "I" statements to express your views and avoid blaming the other person or "side."

Limit strong conversations in the work-related interactions where heated debate can lead to unnecessary conflicts.

Breathe deep to "buy time" so you can act thoughtfully and not just react. Count to 10 to gather your thoughts before responding.

Sometimes it's best to give a polite reply and simply leave the discussion. Examples include:

- "I see what you mean."
- "You sound like you really hope it works out that way."
- "You've given me some things to think about. Thank you."

Take the high road and be part of the solution instead of fueling a problem. Channel your strong convictions into volunteering, becoming more motivated and committing to making a positive difference while respecting those who believe differently.

Remember, it can be impossible to rewind when you say something, do something, and/or email comments that can create discord. Embracing diverse opinions can actually foster a healthy work environment. Plus, stretching your "tolerance muscles" at work can help you in other areas of your life, improving all interactions.

If you find yourself struggling, your Health Advocate Licensed Counselor is always here to help!

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Get Help for Work/Life Balance

In addition to access to a Licensed Professional Counselor, your EAP+Work/Life program provides a wide range of resources to help your life run more smoothly! Whether you need to find childcare, legal or financial experts, or even a cleaning agency, we'll do the legwork for you. This saves you time so you can focus on all the other important things in your life.

Work/Life Services: We Help Support Your Life!

We will search for resources in your area, providing availability and rates. Here are examples of resources we can find:

- Childcare centers, nanny agencies, pre-school centers, back-up care, summer camps
- Pet sitters
- Special Needs programs
- Assisted living, nursing homes, independent living, home health aides, adult day services
- Personal/Family Law attorneys: adoption, guardianship, custody, child support, divorce
- Elder law attorneys: wills, durable Power of Attorney, health directives
- Financial/Legal consultants: debt, budgeting, bankruptcy, college/retirement planning
- Senior centers, geriatric care managers
- Adults with disabilities

Personal Concierge Services: We Shrink Your To-Do List

We can handle all those time-consuming tasks including researching the following:

- Apartment search
- Contractors/landscapers for home/yard projects
- Pet care, cleaning agencies, dry cleaning
- Restaurant reservations
- Rental cars, auto repairs/maintenance
- Ticketing research for travel, sporting events, theater

Online Services: Help at Your Fingertips

Through the website or mobile app, you get instant access to the following:

- Trustworthy articles on emotional well-being, relationships, health, financial matters, work issues
 - Searches for child care, camp locators, older adults
 - Calculators for student loans or debt consolidation
 - Downloadable forms for taxes and other documents
- ... and much more!

Turn to us—we can help.

[Download the app today!](#)



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COVID-19

Childcare and Eldercare

Health Advocate Can Help



Let Health Advocate do the legwork for you



We can take the burden off of you by researching what is available for both childcare and eldercare needs



Provide materials and support links for fun activities and learning opportunities to do with kids at home



Discuss emotional well-being and additional supportive resources as needed, such as our online links, articles, webinars, and tips for getting through this challenging time



Provide information and resources to help deal with financial setbacks, job loss/furlough, preparing for returning to work, and more

Feeling overwhelmed?

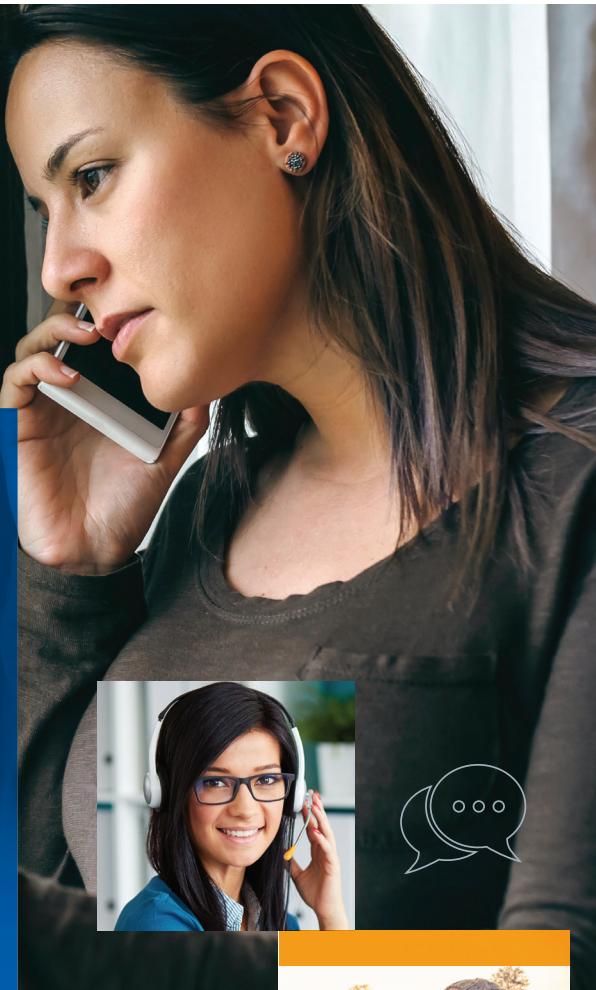
Reach out to a licensed professional counselor. Your counselor will listen and offer coping strategies to help with stress, depression, anxiety, grief, loss and other issues.

If needed, you will be referred to an appropriate professional for more in-depth help. In a crisis, help is available 24/7.

Feeling down or upset?

We're here to give you support....

- ✓ Talk to a Licensed Professional Counselor confidentially in-person, by phone, or chat
- ✓ Work through problems, learn strategies to help get moving with your life
- ✓ Answer mental health coverage questions, find providers



Health Advocate is available at no cost to employees, spouses, dependents, parents and parents-in-law. Completely confidential. **In a crisis, help is available 24/7.**

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Coronavirus (COVID-19): Protect Yourself and Others

Help prevent the spread of respiratory illness like COVID-19

Avoid close contact with people who are sick

Wash your hands often with soap and water for at least 20 seconds

Avoid touching your eyes, nose and mouth

Disinfect frequently touched objects and surfaces

Clean your hands with an alcohol-based hand sanitizer with at least 60% alcohol

Cover your cough or sneeze with a tissue, then throw it in the trash

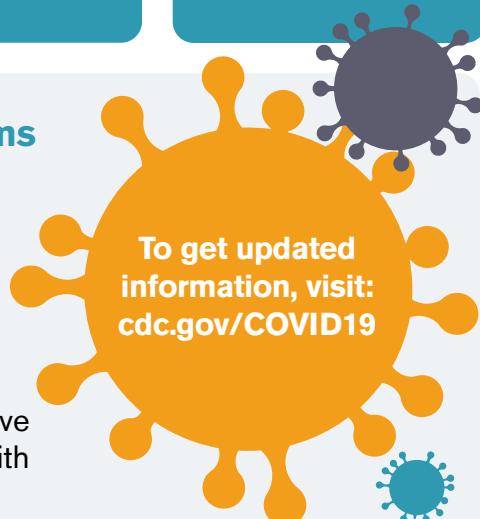
Stay home if you are sick, except to get medical care

Stay informed! The coronavirus outbreak is continually changing.

Seek medical advice if you develop symptoms

- ✓ Fever
- ✓ Cough
- ✓ Shortness of breath

Call your healthcare professional if you develop symptoms and have been in close contact with a person known to have COVID-19, or if you have recently traveled from an area with widespread or ongoing spread of COVID-19.



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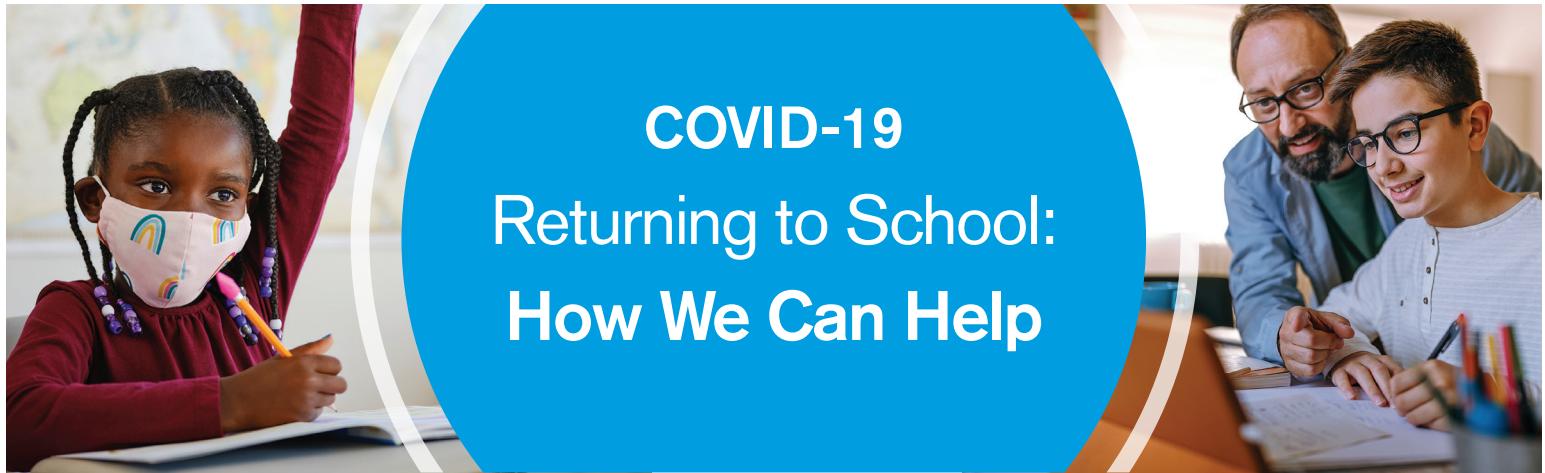
Source: Centers for Disease Control and Prevention (CDC)

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COVID-19

Returning to School: How We Can Help

The unknown course of the pandemic creates many uncertainties about the reopening of schools. The Health Advocate team of licensed counselors and work/life specialists personally help with emotional, behavioral, social, family or financial issues issues that may arise during these disruptive times.

Emotional Support and Resources

- **Provide short-term counseling** and coping strategies for anxiety, fear, anger; adjusting to change including the challenges of online learning, etc.
- **Research options** for balancing work and family life, minimizing family disruptions
- **Coaching to normalize reactions** and strengthen relationships
- **Locate childcare;** after-school care; resources for special needs
- **Connect with financial and legal consultants** and resources
- **Direct to Health Advocate online resources**

Turn to Us. Health Advocate is available to employees, spouses or domestic partners, dependents, parents and parents-in-law. In a crisis, help is available 24/7.

Additional Resources to Explore

Returning to School Safely, American Academy of Pediatrics

- <https://bit.ly/3f46k48>

Online/at home learning, tutoring

- <https://www.universitytutor.com/>
- <https://tutor.com/>

Childcare/after-school care/ special needs care, etc.

- <https://www.care.com/>

Mental health support, kids returning to school

- <https://uni.cf/2BDLdrN>

CDC COVID-19 updates

- <https://bit.ly/312DxYz>

Supporting Children at Home

- <https://bit.ly/3jPRd1G>



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HealthAdvocateSM EAP+Work/Life

Frontline

Resources for
Managers and Supervisors

Winter 2020

In this issue:

- Learn about the Management Assistance Program
- How to put the Management Assistance Program to work for you
- Save the date for a FREE webinar for managers and supervisors!

Quick Tip

Is an employee underperforming due to personal problems? Health Advocate's EAP+Work/Life Program can help.

There are 5 steps to the referral process:

1. Recognizing the troubled employee
2. Documentation
3. Supportive confrontation
4. Referral to the EAP
5. Monitoring the employee's job performance

Become a better leader with help from the Management Assistance Program

The **Management Assistance Program**, a component of your Health Advocate EAP+Work/Life Program, is committed to helping managers and supervisors improve and succeed at work. In this issue of Frontline, we'll help you understand the benefits of the Management Assistance Program and how you can put the program to work for you.

About the Management Assistance Program

Our Management Assistance Program is designed to give managers and supervisors the support and guidance they need in dealing with today's workforce. We have the knowledge and resources to help you strengthen your managerial interpersonal skills, effectively handle workplace issues or conflicts, and more.

Consider us part of your team—we're an essential resource you can consult when you're faced with a difficult workplace situation like mediating an employee conflict, handling a critical incident, or exploring options in dealing with a wide variety of workplace issues. Allow our experts, who are highly skilled at handling these types of issues, to help make your job easier by offering advice, tips, and best practices.

Know that we are a trusted, confidential resource—make us your first call when you are dealing with a challenging situation.



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Ways to put the Management Assistance Program to work for you

No matter what type of challenge you might be dealing with, the Management Assistance Program is here to help you. From improving your own skills to building a stronger team to handling difficult situations, our experts are available to guide and assist you.

You're not alone! We can help you work through workplace issues:

- Resolving employee conflicts
- Improving your team's morale
- Managing during periods of change at the workplace
- Keeping employees motivated
- Handling critical incidents
- Handling employee substance abuse issues
- Combating workplace bullying

Let us help you become a more effective manager! We can help you:

- Enhance your leadership skills
- Increase your emotional intelligence
- Promote work/life balance
- Improve your communication skills
- Better manage your time

Become a better supervisor!

Join us this spring for a FREE webinar!

Prepare & Prevent: Assisting leaders with behavioral tools to better support employees

Topics to be covered include employee performance issues, issues supervisors may face when confronting employees, enabling employees, and more. The webinar's guest speaker is Bert Alicea, Vice President of EAP+Work/Life for Health Advocate. He is also a Licensed Psychologist.

At the webinar, you will learn:

- The benefits of the Employee Assistance Program (EAP)
- How the Management Assistance Program can benefit you
- New management skills

Save the date! Thursday, April 23, 2020
Sessions are at 11 AM and 3 PM ET

Register now!

11 AM webinar:

<https://engage.vevent.com/rt/healthadvocateinc/index.jsp?seid=998>

3 PM webinar:

<https://engage.vevent.com/rt/healthadvocateinc/index.jsp?seid=1003>

A recording of this training will be available on the Communications page of your EAP website after the training takes place.



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Real People, Real Stories

Resolving Problems Early

Dale and his wife were constantly arguing about parenting their troubled teenage son, making it difficult to focus at work.

The Health Advocate Licensed Professional Counselor helped the couple explore effective solutions and located support services, easing family tensions and improving Dale's ability to concentrate.



Welcome to your new benefit!

Life has its challenges... we're here to help



Turn to us—we can help.



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Download the app today!



We're here when you need us most

Your Health Advocate benefit can be accessed 24/7.

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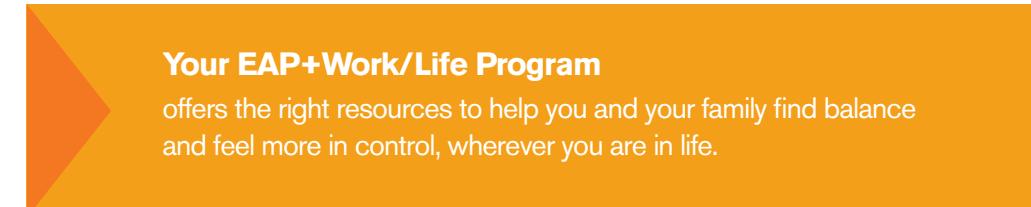
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There is no cost to use our service

Your employer or plan sponsor offers your Health Advocate benefit at no cost to you.

Your privacy is protected

Our staff carefully follows protocols and complies with all government privacy standards. Your medical and personal information is kept strictly confidential.



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Stressed? Anxious? Upset? Turn to Us Anytime



The right support at the right time

Your Employee Assistance Program (EAP) provides access to a confidential **Licensed Professional Counselor** to help you work through personal, family or work issues to feel happier and more productive. If needed, we can refer you to qualified professionals for long-term help.

We can help you:

Identify issues and provide practical strategies

- Relationship issues – family/parenting/marital
- Job issues – burnout, coworker conflicts

Build coping skills to support emotional/mental health

- Depression, anxiety, anger, grief, loss, addiction, substance abuse
- Life challenges and setbacks

Connect to the right support resources

- Find services from childcare to eldercare, and more
- Legal/financial consultation and services
- Concierge services provide help with travel/event and convenience services

You can conveniently consult with us anyway you like—in person, by phone, or chat.



...Plus easy access to your comprehensive website and mobile app for articles, tips, webinars, and tools

Find balance across the lifespan

Whether you are just starting out in your career or nearing retirement, we can help you address concerns and put you in touch with the right experts and resources to help make your life easier, no matter what you are going through.

Personal

- Emotional/mental health
- Time management
- Life transitions
- Personal trauma
- Bereavement
- Domestic violence
- Dependency/addiction
- Communication difficulties
- Harassment

Legal

- Divorce
- Child custody
- Real estate
- Wills, trusts
- Identity theft

Family/Relationships

- Childcare services
- Summer camps
- Eldercare services
- Caregiving
- Special needs
- Parenting
- Adoption
- Teen issues
- Family relocation

Financial

- Debt
- Credit issues
- Bankruptcy
- Retirement planning
- Taxes

We help support your life

- Short-term counseling
- Address mental health
- Work/life balance support
- Find childcare, eldercare



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Improve your credit!

Did you know that understanding your financial situation is important to well-being?

Stress caused by a poor financial situation can lead to serious health effects. Plus, your physical health and lifestyle habits can influence your ability to save and spend money. Properly managing credit is a critical component to financial wellness.

Turn to us—we can help.



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Download the app today!



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How does credit impact financial wellness?

Using credit to make purchases can be an important and helpful tool in your money management, but it can also be a major pitfall when used incorrectly.

- **Your credit score is a number that represents your creditworthiness.** It can have a huge impact on your financial wellness. A high score will help you qualify for loans; obtain lower rates on credit cards, mortgages and insurance; and may even help you qualify for housing.
- **A low credit score may make it difficult for you to borrow money** when you need it and will also likely mean you'll pay even more for the money you're able to borrow.
- **Too much credit card debt can feel overwhelming.** It can also make it difficult to pay back due to interest rates.
- **Without paying the balance on your cards each month,** you actually end up paying more for your purchases due to interest rates.

Improve your credit with the tips below!

- **Check your credit history.** You can check your credit history for free [here](#). You can also call 877.322.8228.
- **Pay your bills on time!** Late payments negatively impact your credit score.
- **Find balance in your credit.** Too much credit can cause lenders to worry that you can access more money than you can pay back. Too little credit will prevent you from building a high credit score.
- **Avoid negative credit history.** Late payments, collections, etc. will be reported and negatively impact your score.
- **Reduce your credit card debt.** This can be one of the best investments toward financial wellness.

Try these steps to reduce your credit card debt!

1. **Write down** the names, balances, minimum payments and interest rates for each card.
2. **Pay your debts.** There are two strategies:
 - Strategy 1:** Pay the credit card with the highest interest rate first, then proceed to the next highest interest rate, and so on. This will help you save more money over time.
 - Strategy 2:** Start paying off your cards with the lowest balances first, and then proceed to the next, and so on. This strategy is the fastest way to reduce debt on individual cards.
3. **Put all of your extra money plus the minimum monthly payment** towards the card you have chosen to pay off first. The more you're able to pay, the faster you'll pay it off with the least amount of interest added.
4. **Continue to pay the minimum monthly payment** on all your other cards.
5. **Don't make any new purchases** on the card you've chosen to pay off.
6. **Repeat steps 1-5** until all of your credit cards are paid off.

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Leadership's Guide to the Aftermath of Civil Unrest

Civil unrest, such as riots, looting, or groups of upset people, can be an uncertain and frightening time. It can take a toll on your body and mind, even if you were not directly involved. It is important for leaders to understand what their employees may be going through, so they can support the employees, and keep the workplace functioning smoothly. Provided are some suggestions on how to be helpful to employees, and return them to productivity sooner.

Common Reactions:

- **Shock** - feeling that this is "unreal"
- **Range of responses** - may be anything from emotional outbursts or crying, to no visible reaction at all
- **Fear and anxiety** - about the safety of their themselves and their loved ones, and about the happening again in the future
- **Anger and blaming** - at the perpetrators, law enforcement, the government, or even your organization
- **Poor concentration** and decreased productivity for a time - people will want to talk about what happened, so try to be flexible and allow them time to do so
- **Forgetfulness** or absent mindedness
- **Extreme exhaustion**
- **Physical reactions** - such as, stomach ache, headache, shakiness, muscle tension, difficulty eating and/or sleeping

Tips for supporting employees:

- **If the civil unrest has affected your organization directly**, consider holding a meeting with all staff to communicate the facts of what happened, how the organization is addressing the situation, and what you expect from employees during this time.
- **Acknowledge the difficulty** of the situation and ensure your employees that their reactions are normal
- **Express care and concern** for employees' safety and well-being.
- **Be flexible and understanding** of how your employees are reacting and the impact the event may be having on their ability to work as usual.
- **Be visible and check in** with your employees, ask how they are doing.

continues on next page >>



What to avoid:

- **Minimizing what happened** or employees' reactions - saying things like "it wasn't as bad as it could have been" or "you will get over it"
- **Making employees talk** about what happened (more than is necessary to investigate) - an avenue for sharing their reactions can be made available, but not required
- **Be mindful** about employee requests for time off - for some it is more helpful to keep their routine and continue working

Take care of yourself:

The aftermath of civil unrest can be a stressful time for leadership as well, even if your organization was not directly affected. It is important to take care of yourself, especially during times of high stress, as it will enable you to be more productive and helpful to your employees. Here are some suggestions:

- **Eat healthy and drink lots of water** - your body and mind need the nutrients to recover from stress and expel the stress chemicals

- **Engage in regular exercise** - this helps to boost chemicals that improve mood, reduce stress, and improve sleep
- **Try to maintain your usual sleep routine** - if having trouble sleeping, get up and do a relaxing activity for a little while to distract your mind from worries
- **Help someone else** - be a support to your colleagues and employees
- **Do some things you enjoy** - part of taking care of yourself is making time to relax and have fun; this gives you a break from worries and helps to maintain balance
- **Talk to someone** - family, friends, coworkers, a counselor, faith mentor, or anyone else whom you feel comfortable sharing your feelings with and is helpful to you
- **Return to routine** - as soon as you are able to, engage in your normal routine, this may help you regain your sense of control and predictability of life
- **Think about other times** when you have coped with difficult situations. What positive coping strategies worked for you then? Can you practice those now?

Remember... In a crisis, your confidential Health Advocate EAP+Work/Life program is available 24/7.

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Legal, Financial and ID Recovery

Real-Time Support for Real Living

A legal issue, financial matter, or an instance of identity fraud can create substantial stress for you and your family. Your Health Advocate benefit, paid by your employer or plan sponsor, offers programs to personally help you manage the many complexities of these events. Through professional consultation, these programs can save you time, while providing valuable information and peace of mind. Just call us for help.

Legal Assist

Provides a free half-hour consultation with an attorney on most legal issues. In most cases, discounted rates are available if further legal representation is required.

Financial Assist

Provides a free telephonic consultation with a financial professional qualified to advise on a range of financial issues.

ID Theft

Provides a free telephonic consultation with a certified financial counselor. Our website provides articles and resources to minimize your chances of becoming a victim. We also provide tips for taking steps if you become a victim of ID fraud.

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Within minutes, you can access...

- Articles, tools, videos, on a wide range of financial, legal and other topics
- Find calculators for loans, debt consolidation
- Download forms for taxes or wills
- Sign up for webinars on retirement planning
- Financial Fitness Center - view over 200 step-by-step online tutorials to help you make sound decisions about choosing benefits, health and life insurance, investing, saving, paying student loans, planning retirement, buying a home, and much more!

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member newsletter

Fall health and safety checklist

As cold and flu season is upon us and the COVID-19 situation continues to evolve, it's more important than ever to keep up with health and safety measures. **Here is a simple checklist to consider:**

- **Schedule a flu shot.** Both the flu and COVID-19 viruses will likely be spreading this fall. The CDC recommends that all people 6 months and older get a yearly flu shot to help protect against influenza infection. Different flu vaccines are approved for different groups of people such as those 65 and over, so talk to your doctor about what's best for you.
- **Stay informed of preventive and safety measures in your community, school and work.** For example, learn about the school's current measures for mask wearing, sanitizing, and social distancing to and from class, in the classroom, during lunch break, etc. Find out about the school's dismissal plan if there is an outbreak.
- **Get adequate prescription refills.** This is especially important for those with a chronic medical condition like asthma or diabetes. Also, consider keeping non-prescription decongestants and cough suppressants as well as a functioning thermometer on hand. Read labels carefully and follow your doctor's recommendations.
- **Nourish your body and mind to help strengthen your immunity.** Bundle up and take a brisk walk outside—exercise and sunlight can help improve your mood, sleep, energy, and more! Choose nutritious meals, limit snacking, stay connected with others, and take a moment to sit quietly and focus on your breath to help short-circuit stress.
- **Seek medical advice if you have a fever, shortness of breath or difficulty breathing, sore throat, body aches, headaches, fatigue or other symptoms like loss of taste or smell, or if you have been in close contact with someone known to have COVID-19.**
<https://www.cdc.gov/flu/season/faq-flu-season-2020-2021.htm>

Get reacquainted with yourself

What's your "why?" The answers to this question can help you increase your self-awareness and live a more purposeful life. Having to be at home more frequently during COVID-19 provides an excellent opportunity to get reacquainted with yourself and understand your "why," which can improve your confidence, ability to manage stress and feel more empowered. Try these self-awareness exercises:

Think of three things in your life for which you are grateful. Make sure at least one of them is something about you. For example, "I'm grateful for my ability to handle stressful situations."

Try meditating. One benefit of meditation is improved self-awareness. The most basic form of meditation is deep breathing. Practice meditative breathing with slow, deep breaths that extend into your lower abdomen. Focus on each inhalation and exhalation and how this makes you feel.

Take 5 to 10 minutes daily to self-reflect. Consider all of the things that are going on in your life, how you plan to respond to them, or how you did respond to them.



Interview yourself. Ask yourself questions and answer them as you would in an interview. Try questions like: What are your strengths? What things would you like to improve about yourself?

Keep a journal. This is a great tool to help you self-reflect as well as provide a record to consult and look back on to gain even more self-awareness.

Timely tips for smoother money talks

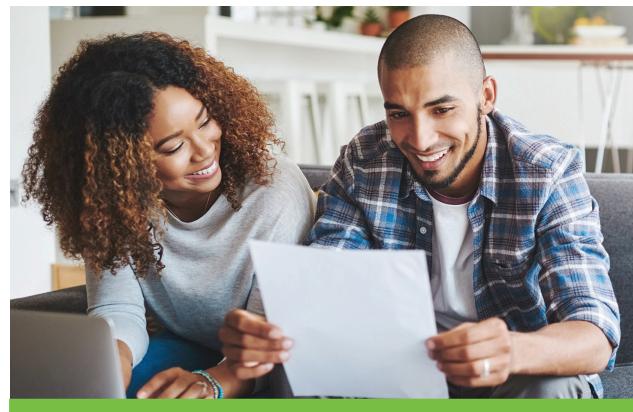
For many couples, talking about money is not always the easiest discussion even in the best of times. During periods of economic uncertainty brought on by the pandemic, the conversation can be even more challenging. Here are some suggestions that can help make the discussion go more smoothly during this difficult time.

Be extra sensitive to the timing of discussions. Plan the “money talk” when you both feel calm and there are no interruptions or distractions (turn off your phones and TV and wait until the kids are in bed or are occupied).

Omit non-financial issues from the discussion. Take a time-out if things get overheated, and make a commitment to revisit the money talk later.

Check in more often about your financial situation. When the economy is consistently up and down, a bi-monthly or even weekly discussion may make sense.

Figure out a spending plan together for what works now. The word “budget” can feel like “deprivation” to some people. Instead, think about reassessing and setting financial goals for your current situation. Things that seemed like a priority a few months ago, like saving for a vacation, may not qualify as a necessity if your finances have become unstable recently.



Track your spending. Together and separately, know exactly where your money goes each day. Check your bank and credit card websites for online features that show you the breakdown of expenses.

Stick to a regular time for bill paying and conducting a spending review. Sum it up and decide on the next steps. Schedule something fun for after the meeting like a bike ride or playing a game.

Communication at a standstill? Seek help from a licensed counselor who can help you and your partner with problem resolution and finding resources.



FREE Webinar: Saving for the Future

To view: Log onto your member website to access the EAP+Work/Life homepage. Click on Webinar.

Log on:

HealthAdvocate.com/members



Domestic Violence Awareness Month

Everyone deserves a healthy relationship. Does your partner put you down or harass you in any way? Get help before it escalates. If you or a loved one need help, contact the **National Domestic Violence Hotline** at 1-800-799-SAFE (7233) 24/7. **Or call 911.**

Turn to us—we can help.



Email: answers@HealthAdvocate.com
Web: HealthAdvocate.com/

Download the app today!



24/7 Support

Don't forget to visit your Health Advocate member website for information, tools, tips and more!

Visit our award-winning healthcare blog at blog.HealthAdvocate.com



HealthAdvocateSM

We're not an insurance company. Health Advocate is not a direct medical care provider, and is not affiliated with any insurance company or third party provider.



Practice Conflict Management

**Conflict is inevitable—in fact,
it can be a normal part of a healthy relationship.**

Managing conflicts properly provide opportunities for growth, improved communication and greater understanding within relationships.



HealthAdvocateSM

These tips will help you manage conflicts effectively

Be attentive. Conflicts often arise when one person feels like they are not being heard. Active listening requires you to fully listen to what the other person is saying as well as observe their body language while acknowledging and remembering what is being said.

Keep calm. Controlling your emotions, using neutral language and being mindful of your tone of voice can prevent a conflict from escalating. Avoid getting angry, using profanities and name calling.



Use “I” statements. Saying things like, “you always do this” or “you make me upset” can cause people to become defensive. To diffuse conflict, it’s important to convey that you are speaking from your own perspective. Rather than using “you” rephrase to say “I feel upset when...”



Don’t point fingers. During conflict it’s easy to think that one person is more at fault than the other. When you are in a conflict, all parties involved should take ownership of the situation.



Find a mutually inclusive solution. This involves making a commitment to each other to find a solution that both parties are agreeable to. At the end of a conflict there shouldn’t be a winner and a loser. For example, if you are arguing with your partner about which family holiday gathering you should attend, rather than choosing one event over the other, divide your time equally between the families. Or, alternate your attendance.

Forget the past. Don’t revisit previous disagreements or use them to fuel the current argument. Only consider the issue at hand and look toward the future to create a healthy resolution.

Recognize unhealthy conflict – those that can lead toward emotional, verbal and even physical abuse. If you feel threatened, frightened, controlled or attacked during conflict with someone it is important that you seek help.

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Turn to Us. Your EAP+Work/Life Program offers confidential help with a full range of personal, work and family issues. Your Licensed Professional Counselor or Work/Life Specialist can help you better manage conflicts, recognize the signs of an unhealthy relationship, and find resources and referrals for long-term assistance.

Turn to us—we can help.



Email: answers@HealthAdvocate.com
Web: HealthAdvocate.com

Download the app today!



HealthAdvocateSM

We help support your life



Everyday stress can be overwhelming.

Our experts provide confidential help 24/7 and the right resources to help you and your family find balance no matter where you are in life.

All at no cost to you.

Turn to us—we can help.



877.240.6863

Email: answers@HealthAdvocate.com
Web: HealthAdvocate.com/members

Download the app today!



Health Advocate is available at no cost to employees, spouses, dependents, parents and parents-in-law. Completely confidential.
In a crisis, help is available 24/7.

We're not an insurance company. Health Advocate is not a direct medical care provider, and is not affiliated with any insurance company or third party provider.

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Stressed? Anxious? Upset?

Talk to us.

- Get help for family, financial and legal problems, life transitions, substance abuse and more
- Learn strategies to manage stress, depression, anger and improve focus, such as mindfulness

Get resources to make life easier. We'll do the legwork.

- Locate childcare, eldercare, summer camps, special needs services, relocation and more
- Get time-saving help locating community resources and convenience services

Better manage your money and get financially fit!

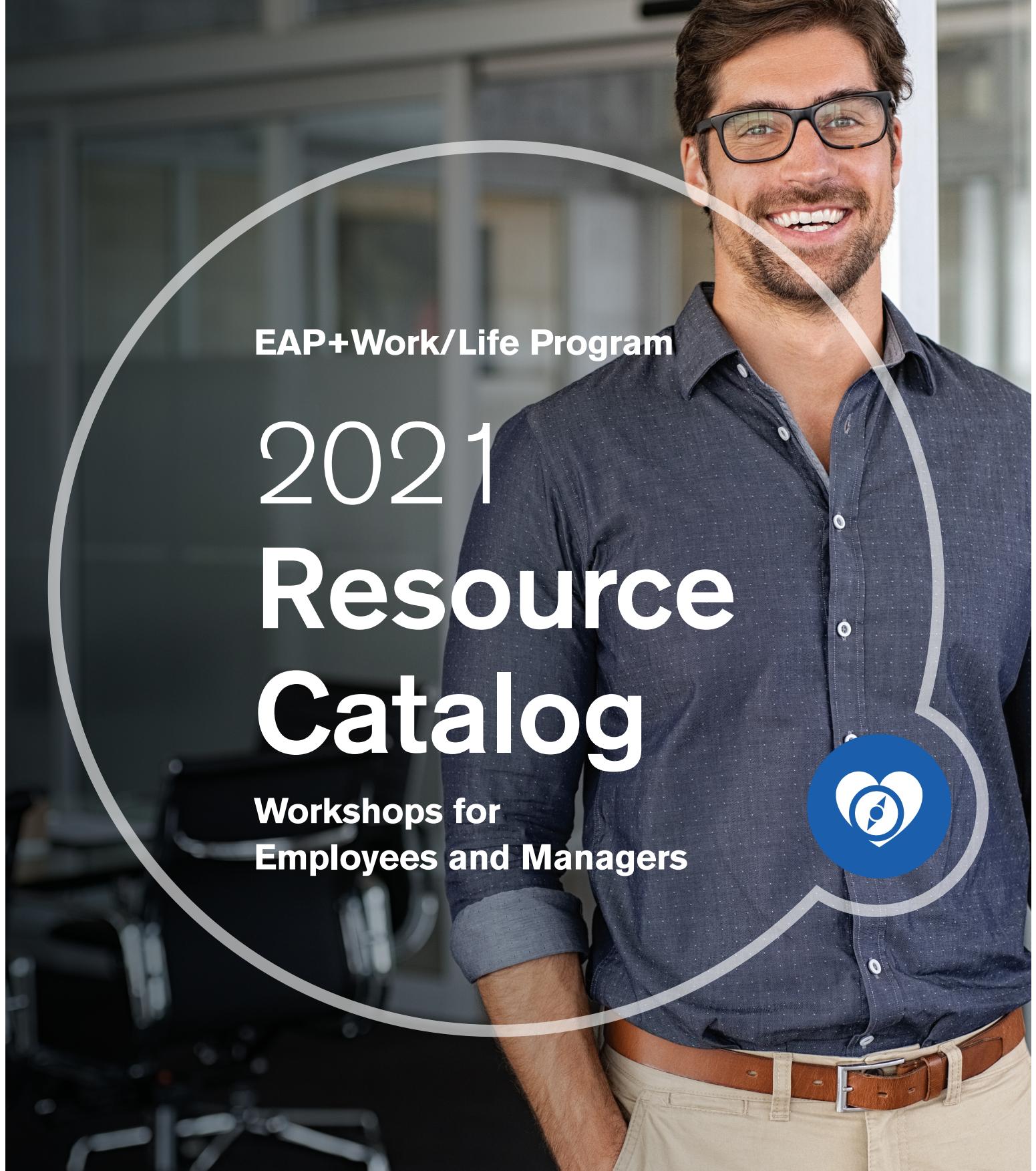
- The Financial Wellness Program can help you learn to budget, reduce debt and save for the future
- Consult with a financial or legal specialist by calling toll-free 866.407.9214

Easily connect to us.

24/7 access.

- Consult with us in person, by phone, or chat
- Access your comprehensive website and mobile app for articles, tips, webinars and tools

HealthAdvocateSM



EAP+Work/Life Program

2021 Resource Catalog

Workshops for
Employees and Managers



HealthAdvocateSM

2021 EAP+Work/Life Program

Resource Catalog Overview

Health Advocate's EAP+Work/Life Program

gives you and your employees access to a wide variety of resources including workshops, free monthly webinars and online training courses.

Monthly Webinars. One-hour webinars are available 24/7 at no additional cost on the website. New topics are covered each month and are archived. Many webinars offer the option of a completion certificate. Please see the following Activity Guide for more information about webinar topics and other planned EAP outreach.

Online Training. Online Trainings/Courses. With over 80 self-directed online training courses, personal growth and professional development is only a click away. Courses are available 24/7 on the website and cover a wide range of topics such as Time Management, Balancing Work and Family, and Dealing with Difficult Customers. Each course is self-paced, taking approximately 45 to 60 minutes to complete. Many also include additional tips, tools, and module summaries. All conclude with a custom completion certificate.

Workshops. Typically offered for an additional cost, the workshops for employees and managers address many aspects of work/life balance, allowing participants to learn new skills, modify behaviors, improve communication techniques and utilize resources that enhance personal and professional effectiveness.

Disruptive Event Management (DEM). Our Disruptive Event Management services (DEM) deliver a customized response to worksites impacted by any event that disrupts an employees' ability to work. DEM's include: site management consultations, educationally-focused resiliency group briefings, crisis leadership consultations, and individual employee support.

[Go to HealthAdvocate.com/members](http://HealthAdvocate.com/members)



For more information contact your training coordinator
at **877.240.6863** or **Workshops@HealthAdvocate.com**.

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Additional Resources

Managers and employees also have access to the following resources:

- EAP+Work/Life website (HealthAdvocate.com/members)
- Short-term Assistance
- Management Assistance Program
- Tip Sheets and Newsletters
- Turnkey Communications



Access Online Resources

Log On and Learn! Check out our online offerings such as trainings, articles, webinars, courses and more to help make your job and life easier and less stressful.

Log onto your member website at Healthadvocate.com/members to access these EAP+Work/Life resources

- **Access to locators** for Childcare, Eldercare, Pets, Adoption, Education and Volunteer Services in your area.
- **90+ webinars from leading experts** on topics such as "Conflict Resolution in the Workplace"; "Embracing Life's Challenges"; and "Maintain a Healthy Work/Life Balance". A new webinar is added each month! They are approximately 45-60 minutes in length and many conclude with a custom completion certificate. A list of the most recent webinars can be found on the following pages.
- **Information and resources** on Budgeting, Debt, Bankruptcy, Estate & Retirement, Investing, Taxes, and more. Interactive calculators available.
- **Topics covering** Contracts, Bankruptcy, Divorce, Custody, Real Estate, Wills & Estates, and more. Access to the most commonly used forms.
- **80+ training courses!** Self-paced courses take approximately 45 to 60 minutes and conclude with a custom completion certificate. Please see the following pages for a list of current courses.



Online Webinars

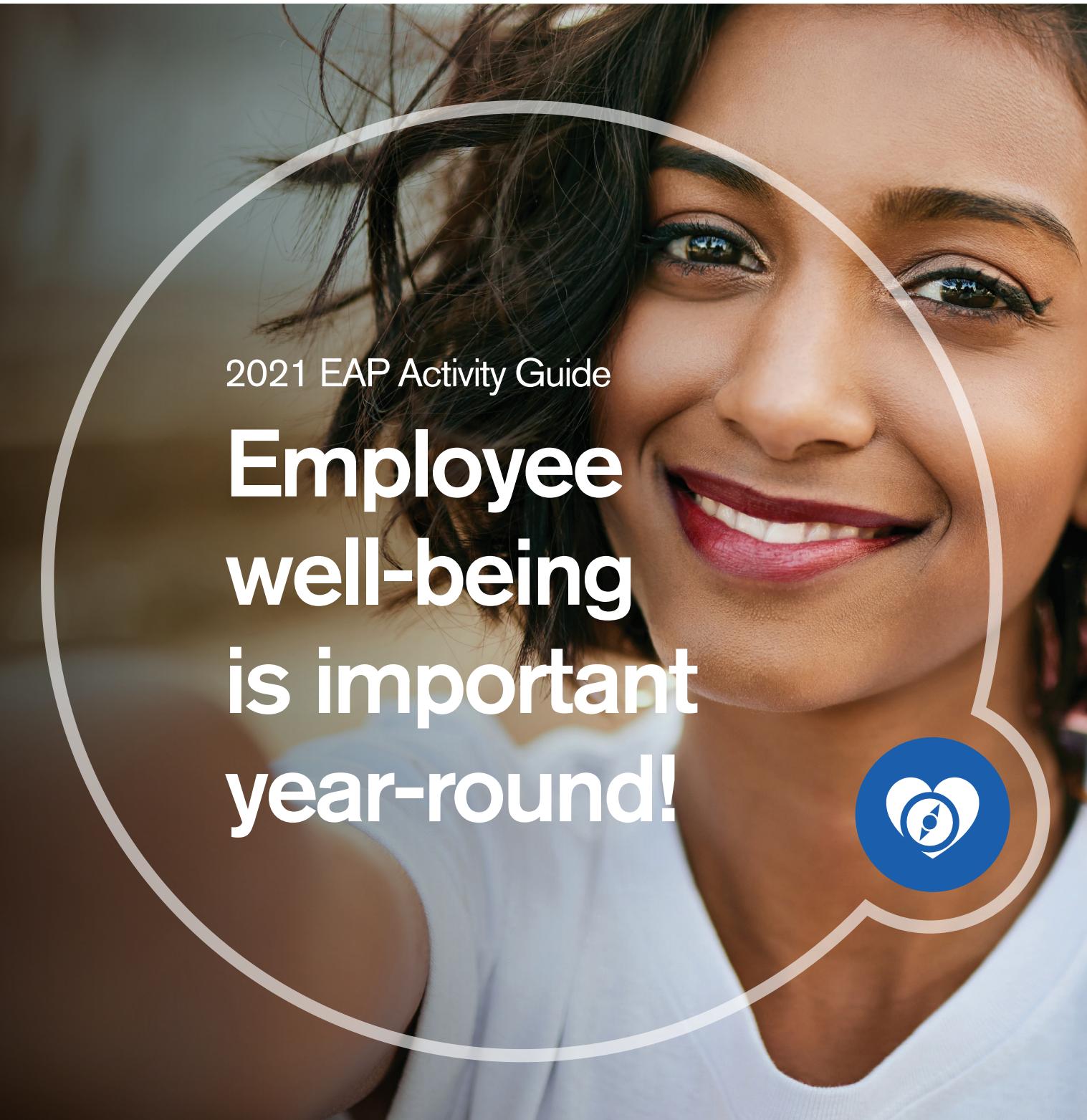
New webinars are added at the beginning of each month. Members can also access over 90 archived webinars. Webinars cover a wide range of topics and are approximately 45-60 minutes in length. Many conclude with a custom completion certificate (as noted next to title on the site). A list of the most recent webinars is below. To see the full list, please go to the Archived Webinars section on the Webinars page on your EAP+Work/Life site at Healthadvocate.com/members.

- Achieving a Respectful Workplace
- Clear Your Clutter: A Comprehensive Guide
- Conflict Resolution in the Workplace
- Digital Distraction
- Diversity in the Workplace
- Do Your Bucket List: 7 Ways to Up Your Focus on Things that Matter
- Drugs and Addictions
- Embracing Life's Challenges
- Fixing Our Broken Sleep
- Funding College: 5 Steps Every Family can use to Build a Successful Plan
- Identity Theft
- Maintain a Healthy Work/Life Balance
- Master Your Mind: Emotional and Physical Health Connections
- Mastering Workplace Etiquette
- Money is Emotional: Prevent Your Heart from Hijacking Your Wallet
- Multi-generational Caregiving
- Putting Out the Fire: Preventing and Managing Burnout
- Resilience in Times of Change
- Saving for the Future
- Staying Motivated
- Tax Savings Strategies
- Uncovering Unconscious Beliefs

Online Trainings/Courses

Members can access over 80 online training courses 24/7 on the website! Courses cover a wide range of topics (list below) and conclude with a custom completion certificate. Each course is self-paced, taking approximately 45 to 60 minutes to complete. Many also include additional tips, tools, and module summaries. Log onto your member website at Healthadvocate.com/members and go to the Resources page to access these trainings/courses.

- Achieving Personal Goals
- Anger Management
- Applying Emotional Intelligence in the Workplace
- Applying Leadership Basics
- Appreciating Personal Differences
- Attention Management
- Balancing Work and Family
- Basics of Effective Communication
- Basics of Effective Selling
- Becoming an Effective Team Member
- Building a Successful Team
- Building Strong Customer Relationships
- Business Ethics
- Business Writing
- Business Writing Basics
- Change Management
- Choosing a Childcare Provider
- Civility In The Workplace
- Closing the Sale
- Communication Strategies
- Coaching and Counseling
- Conducting a Performance Review
- Conflict Intervention
- Conflict Resolution
- Creating a Strong Leadership Team
- Creating an Effective Sales Team
- Creative Problem Solving
- Dealing with Difficult Customers
- Dealing with Violence in the Workplace
- Delegating
- Developing Critical Thinking Skills in Children
- Developing a Strategic Plan
- Discharging Employees
- Disciplining and Redirecting Employees
- Emotional Intelligence
- Executive-to-employee Communication Strategies
- Financial Basics for Non-financial Managers
- Goal Setting and Getting Things Done
- Guardianship Decisions for Elderly Loved Ones
- Health and Wellness
- Improving Mindfulness
- Increasing Self-Awareness
- Intercultural Business Etiquette
- Interpersonal Skills
- Interviewing Job Candidates
- Interview Skills for Job Candidates
- Leading Effective Meetings
- Leading Effective Teams
- Managing a Virtual Office
- Managing Change
- Managing Disagreement
- Managing Negative People
- Managing Projects
- Managing Stress
- Managing Your 401(k)
- Mastering Cold Calls
- Motivating Employees
- Moving from Trainer to Performance Consultant
- Negotiating for the Sales Professional
- Office Politics for Managers
- Organizing Your Workspace
- Overcoming the Loss of a Loved One
- Personal Financial Planning
- Presentation Skills
- Preventing Sexual Harassment for Employees (Non-AB 1825 Compliant)
- Preventing Sexual Harassment for Leaders (Non-AB 1825 Compliant)
- Providing Effective Feedback
- Qualifying Sales Prospects
- Recognizing and Avoiding Burnout
- Recognizing and Managing Anger
- Recognizing and Responding to Signals of Violence
- Recognizing Employee Performance
- Setting Performance Goals and Expectations
- Social Intelligence
- Social Media in the Workplace
- Solving Problems as a Team
- Stress Management
- Succeeding as a Supervisor
- Successful Negotiation
- Telephone Sales Skills
- Telephone Skills for Quality Customer Service
- Time Management
- Understanding and Using Contracts
- Valuing Diversity
- Workplace Diversity



2021 EAP Activity Guide

Employee well-being is important year-round!

This guide will help you plan and promote activities each month and provide useful information to inspire your employees to be more fully engaged in their health. Please keep in mind, as the

COVID-19 situation is continuously evolving, different issues may arise during 2021. Consequently, some of the topics listed here may need to be changed. Use this as a general guide—feel free to use some or all of the suggestions, switch up the activities or add your own! Plan your initiatives based on the greatest health needs of your organization.

Activity Calendar 2021

Each monthly webinar will be available for viewing on the first of each month!

January



Stress and Overeating

Webinar Topic:

What Stress and Diet Have In Common

Suggested Activities:

- Anonymously survey employees about stress and their food choices
- Refer employees to Health Advocate for coping strategies to manage stress
- Distribute Flyer: Stressed and Overeating
- Blog Post: Take Control of Emotional Eating

February



Mindfulness at Work

Webinar Topic:

Calm Down: Meditation and Relaxation Guide

Suggested Activities:

- Hold virtual or onsite lunch & learn about improving focus
- Refer employees to Health Advocate for help reducing stress and distractions
- Distribute Flyer: Mindfulness at Work
- Blog Post: Getting Started with Mindfulness

Frontline Newsletter:

TBD

March



Maximize Senior Independence

Webinar Topic:

Stress Relief for Caregivers

Awareness E-blast:

Summer Camp Sign-up

Suggested Activities:

- Survey employees about caregiving experiences
- Refer employees to Health Advocate for help finding eldercare and other caregiver resources
- Distribute Flyer: Self-Care for the Caregiver
- Blog Post: Tips for Handling Caregiver Guilt

April



Benefits of a Staycation

Webinar Topic:

Living Debt-Free

Awareness Month E-blast:

Alcohol Awareness

Suggested Activities:

- Hold virtual or onsite lunch & learn about managing debt
- Refer employees to Health Advocate for help with financial issues
- Distribute Flyer: Tips to Control Drinking

Manager Webinar Topic:

TBD

May



Strengthening Relationships

Webinar Topic:

Healthy Connections

Awareness Month E-blast:

Mental Health Awareness

Suggested Activities:

- Survey employees about how they stay connected with others
- Refer employees to Health Advocate for help with building stronger relationships
- Distribute Flyer: Helping Families Bounce Back from Setbacks

Frontline newsletter:

TBD

June



Build Self-Confidence

Webinar Topic:

Innovative Decision-Making: Problem Solving

Suggested Activities:

- Hold contest for the most inventive solution to a recent work or home problem
- Refer employees to Health Advocate for help with self-esteem and confidence building
- Distribute Flyer: Letting Go of Perfection

Activity Calendar 2021

Each monthly webinar will be available for viewing on the first of each month!

July



Managing Conflicts at Work

Webinar Topic:
Respect at Work

Suggested Activities:

- Hold virtual or onsite lunch & learn on diversity and inclusion
- Refer employees to Health Advocate for help with becoming more inclusive, handling differences
- Distribute Flyers: Break Down Your Biases and Maintain Mutual Respect for Coworkers

August



Keeping Kids Safe on the Internet

Webinar Topic:
Social Media for Parents

Suggested Activities:

- Hold virtual or onsite lunch & learn on internet safety
- Direct employees to the Health Advocate website resources on identity fraud
- Distribute Flyer: Keep Your Data Safe on the Internet
Distribute booklet: Identity Theft, A Practical Guide

Frontline newsletter:
TBD

September



Dealing with Difficult People

Webinar Topic:
Bullying at Work

Awareness Month E-blast:

Suicide Prevention

Suggested Activities:

- Hold virtual or onsite lunch & learn about bullying
- Refer employees to Health Advocate for coping strategies in bullying situations
- Distribute Flyer: Feeling Like You Can't Cope With Your Life?
- Blog Post: Worried That a Male Friend or Loved One May Be Suicidal?

October



Balancing Work and Home Life

Webinar Topic:
Building Effective Digital Teams

Awareness Month E-blast:
Domestic Violence Awareness

Suggested Activities:

- Hold competition on most unique ways employees balance work and home life
- Refer employees to Health Advocate for help with work/life challenges
- Distribute Flyers: Avoid the Pitfalls of Working Remotely and Signs of an Abusive Relationship

Manager Webinar Topic: TBD

November



Cultivate Optimism

Webinar Topic:
Reclaim Your Joy

Suggested Activities:

- Hold virtual or onsite lunch & learn on anxiety and worry
- Refer employees to Health Advocate for help with coping strategies to control anxiety
- Distribute Flyer: Stay Positive Through Setbacks
- Blog Post: Tips to Avoid Holiday Burnout

Frontline newsletter:
TBD

December



Positivity Tips for the Upcoming New Year

Webinar Topic:
Having Difficult Conversations

Suggested Activities:

- Hold virtual or onsite lunch & learn on the keys to better communication at home and work
- Refer employees to Health Advocate for help with communication difficulties
- Distribute Flyers: Having Healthy Relationships and Tips for a Positive New Year



2021 Employee Workshops

As part of your EAP+Work/Life Program, Health Advocate offers fully-customizable workshops for employees that provide practical knowledge and useful strategies to help with problem-solving and improving relationships. The workshops are typically available for an additional charge. To schedule a workshop, contact your training coordinator at 877.240.6863.

A Healthier You: How Mental Health Affects Physical Health (1 hour; NEW!)

There is more and more growing evidence of the connection between our mental health and our physical health. How can we be more focused on the areas that can impact across mind and body? Recent wellness studies show the interconnection between fitness, nutrition and mental health. Examples include emotional under or overeating, depression following a medical diagnosis, how exercise can improve mood, etc. Learn to be empowered to make better choices for a healthier you...even during times of stress! This workshop takes a look at your health— from the inside out, by exploring the connection between mental and physical health.

Anger Management (1 hour)

Anger is a completely normal, usually healthy, human emotion. When it gets out of control and turns destructive, however, it can lead to problems at work, in personal relationships, at home, and in the overall quality of a person's life. This workshop helps participants understand common styles of expressing anger such as passive, aggressive, and passive/aggressive. It also explores more effective means of expressing anger and how to respond effectively to other people's anger.

Assertiveness (1 hour)

Assertiveness is the ability to confidently express one's thoughts, feelings and actions without negatively impacting others. This workshop outlines strategies for becoming assertive without being aggressive. Participants will learn the difference between assertive and aggressive behavior, the rules for valuing yourself and others, new skills for being assertive, and how to say "no" without offending others.

Avoiding Burnout (1 hour)

Burnout happens when an individual tries to work too hard or do too much. It can lead to cognitive distortion of the importance of an issue. The final stage of the stress response is burnout, which is a concern for employers who want to maintain employees' productivity at work. This workshop is designed to teach employees about the physiological and emotional dangers of stress and burnout, as well as help them develop effective coping techniques.

Balancing Work/Family/Life (1 hour)

Balancing your work and home life can seem impossible in our busy world. Feelings of guilt and turmoil are stirred by the demands of work and home, and the lack of personal time and time for family and friends. Through open discussion, this workshop outlines how to work toward attainable personal and professional goals, while reducing stress levels. It also offers effective workday tips for reducing discomfort and guilt, and successfully “keeping it all together.”

Being an Effective Team Member (1 hour)

Team building has been recognized by many organizations as a key factor in providing quality service and remaining competitive in today's market. The strongest team members can contribute in significant ways to their employer's profitability. By improving their own productivity while contributing creative ideas, team members play a key role in helping to retain customers as well as talented team members. This interactive seminar focuses on the individual responsibility of each team member and their effectiveness. The facilitator will define the purpose and characteristics of teams, discuss individual behaviors that contribute or detract from team success, and discuss specific tips and techniques to be a more effective team member.

Bullying in the Workplace (1 hour)

Unfortunately, for some people, bullying does not stop on the playground. This workshop defines bullying, provides startling statistics of its impact, and helps identify the different signs and types of bullying in the workplace. Strategies are presented to help employers and employees effectively combat this dangerous and child-like behavior in the workplace.

Business Etiquette (1 hour)

What is business etiquette, and what are the potential problems for workplaces that ignore this expectation? This workshop reviews skills that staff in all work settings must learn to adopt. Topics covered include best practices for telephone, cell phone and email communication, dressing for success, and avoiding cross-cultural pitfalls. It also stresses the importance of professionalism in the workplace.

Caring for the Caregiver (1 hour)

Few people are prepared for the responsibilities and tasks involved in caring for the elderly, and many do not have a choice. The primary necessity of being a good caregiver is learning to take care of yourself. This workshop outlines strategies for caring for the caregiver. It will help participants understand the types of caregiver stress, review and prepare a checklist for the care-receiver and caregiver, and learn tips and coping strategies for the caregiver. The workshop reviews the grieving process, as well as the Caregiver's Bill of Rights.

Civility: Professionalism in the Workplace (1.5 hours)

This workshop defines what civil behavior is and is not, and clarifies why it is important in the workplace. Participants test themselves to determine if they contribute to a disrespectful culture, understand how to identify what makes a behavior perceived as civil or uncivil, and learn practical ways to create an environment of mutual respect in the workplace.

Communication Improved; Conflict Reduced (1.5 hour)

Effective communication is essential not only for our professional life, but for our personal life as well. This interactive workshop focuses on non-verbal communication, active listening and barriers to effective communication. It explores how we can learn to effectively resolve conflicts more productively and prevent conflict from occurring, with a greater understanding of our conflict styles and methods of communication.

Compassion Fatigue: Helping Those Who Help Others (1 hour)

When caregivers focus on others without practicing self-care, destructive behaviors can surface. According to the latest research, Compassion Fatigue is an extreme state of tension and preoccupation with the suffering of those being helped to the degree that it can create a secondary traumatic stress for the helper. This workshop will help those who help others learn how to avoid burnout, how to recharge and re-energize and how to practice self-help. This is appropriate for general caregivers, healthcare workers, as well as first responders. Participants will leave this session with concrete strategies designed to promote optimal well-being while engaged in the service occupations or in caregiving with a loved one.

Conflict Resolution (1 hour)

When people come together they bring their differences with them, and it is inevitable that conflicts will occasionally occur. Dealing with interpersonal conflict is an essential job skill. This workshop encourages employees to identify their individual conflict management styles, as well as the characteristics of different styles that are present in coworkers. Employing active listening and speaking with intent can increase open and effective conflict resolution, as well as lead to a more productive work environment.

Coping With Change (1 hour)

Change in the workplace is inevitable. However, a changing environment can often produce stress or anxiety. Change and the resulting stress derive from both positive and negative events. This workshop explores the various stages of change, and steps employees can take to achieve acceptance. Through awareness, participants can increase their ability to cope with change in both their professional and personal lives.

Coping With the Effects of Shift Work (1 hour)

Shift work can cause employees to have physical problems and mental fatigue. Statistics reveal that ineffective coping with the effects of shift work can lead to higher rates of substance abuse and divorce, and the potential for mental and emotional problems. This workshop offers tips on effectively dealing with the physiological and psychological aspects of shift work, so employees can improve their quality of life at work and at home.

Creating a Positive Outlook (1 hour)

If positive energy is so important, and we all agree that the research demonstrates that it works, then why aren't people more positive? Why aren't people skipping through the halls, smiling at their coworkers and loving their jobs? This workshop provides tools to help participants live life in a more positive way, even when faced with negative people and experiences. They will better understand the causes of negativity, learn how self-talk affects attitudes, and gain tips to be their best selves possible!

Customer Service in the Schools (1 or 1.5 hours)

School personnel are often required to solve problems and handle multiple challenges, while remaining calm and professional. Whether dealing with parents, teachers, administrators, or representatives from other schools, participants will address barriers to communication, and identify ways to become an active listener and project a polished phone voice. They will also gain tools to help them present a confident, credible, and capable image.

Dealing With Difficult People (1.5 hours)

We all work with a variety of personalities in the workplace. Coworkers or clients who are difficult or impossible to work with can affect your job and productivity. Effectively coping with difficult people is an invaluable skill. This workshop addresses how focusing on the issue, not on the anger or strong emotions conveyed by others, can lead to a more productive work environment. Clear and open communication, as well as customer satisfaction, can be increased through active listening and being more assertive in difficult situations.

Dealing With Emotional Callers (1 hour)

Customers are people with a multitude of personality traits. They have expectations as consumers that range from the easily satisfied to the almost impossible to satisfy. When a customer is going through a particularly difficult or emotional time, these behaviors can be compounded and may have an emotional impact on the employee receiving the call. The expectation that we can be immersed in suffering and loss or highly emotional calls and not be touched by it is as unrealistic as expecting to be able to walk through water without getting wet! This training helps those in call center roles particularly understand customer expectations during difficult times, explains the stages of grief and loss, suggests ways for supporting customers who are emotional, how to use de-escalation techniques using head and heart and finally provides resources for critical self-care for the employee to be able to cope and avoid unhelpful reactions.

Developing a Customer-Focused Attitude (1 hour)

It is critical to evaluate the effectiveness of our customer service skills. Not only do we deal with the external customer, but we also spend time interacting with internal customers, our coworkers. This workshop includes a self-test, which helps participants recognize their strengths and weaknesses in this area. Other topics include dealing with angry or difficult customers, diffusing a difficult situation and “five foundations for a successful customer interaction,” which helps participants recognize opportunities for improving customer service and retention.

Digital Distraction: When Technology Takes Over! (1 hour)

Digital distraction or “information addiction” is a timely topic that can help employees increase their awareness of their time spent online whether engaging in social media, surfing the internet, gaming, checking messages compulsively, spending time on dating sites, etc. When does technology move from being a tool to taking over a person’s life? This seminar increases awareness of this modern dilemma while sharing specific strategies for employees to consider in order to experience a more balanced life where technology enhances versus detracts from being their best on the job, spending quality time with family and friends, and/or enjoying hobbies and other interests outside of the virtual world.

Domestic Violence Awareness (1 hour)

This workshop is designed to raise awareness regarding this serious societal problem. Startling statistics demonstrate the impact of domestic violence not only on the victims, but also the ramifications for everyone in their lives, including coworkers. Participants are educated about steps they can take to prevent or curtail instances of domestic violence.

Drug- and Alcohol-Free Workplace Training for Employees (1 hour)

Absenteeism, low productivity and on-the-job accidents that result from substance abuse in the workplace can threaten an organization's bottom line, as well as the emotional and financial stability of everyone involved. Almost three out of four substance abusers hold jobs. They are five times more likely than other workers to injure themselves or their coworkers. This workshop provides important information on substance abuse and its impact on the workplace, families, and society. Participants will also learn the latest information on the newest devastating epidemic of opioid addiction. **Additional rate may apply.**

Emotional Well-Being For Employees (1 hour)

This presentation is designed to build awareness of overall emotional well-being and the impact in the workplace and provide tools to identify stressors and signs. It is not intended to diagnose or treat a mental health issue. We will discuss the stigma surrounding mental illness, what emotional health is, review signs, symptoms, and behavior changes, and share resources for those seeking help. We will also debunk myths of depression and suicide and discuss ways to help someone you may be concerned about by referring to EAP and professional resources.

Employee Orientation to EAP and Work/Life Website Services (.5 hour)

Occasionally, all of us are troubled by personal, family or work problems. These concerns may be minor. However, if they weigh on your mind, they can affect your relationships and daily work performance. Before that happens, it's wise to seek help. This workshop provides an overview of the Employee Assistance Program (EAP) benefit, and the numerous ways that the EAP can help. We also review the Work/Life website, highlighting the many tools and resources available 24/7. Confidentiality of the program is stressed.

Grow Where You Are Planted: Making the Best of Situations (1 hour)

There may be times when we wish things were different at work and/or in our home life. Sometimes it's time for a change, and other times it isn't. How do we know when to accept things as they are, or when a change in perspective is needed? Do your employees want to be promoted faster, or are they restless? This seminar explores the typical flow of human reactions and responses, and suggests practical tips for enjoying whatever stage participants are experiencing. Proven strategies such as gaining clarity, brainstorming creatively, re-framing and parallel paths are some of the useful tools participants will learn about.

Managing Holiday Stress (1 hour)

Stress is stress, but it seems to quadruple around the holidays! This workshop addresses the multiple causes of holiday stress, and provides tips on how to reduce these stressors, so participants can maintain their productivity, achieve a better balance and enjoy the holidays.

Managing Time and Setting Boundaries (1 hour; NEW!)

Whether working from home, traveling to the office, or a combination of both; the managing of time, setting boundaries, and having structure in place is beneficial to maintain consistency and reduce anxiety. Additionally, stress can be a result of not being able to manage time and/or set boundaries and is a common struggle. This session will focus on how to effectively manage time and set boundaries, by considering these basic, yet key objectives: Starting your day off on the right foot, creating a schedule, understanding when you're most productive, and the importance of setting boundaries. By having a plan in each of these areas, you will be more likely to stay healthy, happy and ready to manage these ever changing times.

Mind Your Own Business: Confidentiality, Rumors and Gossip (1 hour)

Rumors are flying. People are talking about each other, and sharing confidential issues related to other employees. Gossip can spring up in organizations for a variety of reasons. Gossip decreases productivity, distracts people from their work, creates dividers between those who work together, compromises customer service, and can cause pain and resentment for people who are the targets. This workshop presents strategies for dealing with rumors, gossip, and confidential information in the workplace.

Mindfulness (1 hour)

This workshop reviews the principles and benefits of mindfulness. What is it? How is it different from other things we have heard about how to help manage stress? Mindfulness is a practice being utilized by athletes, students, soccer moms, employees in all kinds of settings and is starting to gain traction as a very practical tool that can yield important outcomes. Why are so many finding it helpful improving their happiness, health, and productivity? This seminar includes general information about mindfulness and an introduction to activities that help participants learn how to apply helpful, stress-reducing practices in their daily lives.

Mindfulness: An Experiential Workshop (1 hour)

Mindfulness can improve concentration, focus, health, efficiency, accuracy and reduce stress. Participants will receive an overview of Mindfulness and why it is a popular topic as our society grapples with the exhaustion of multi-tasking. The facilitator will guide participants through several experiential exercises.

Power of The Positive: Cultivating Optimism (1 hour)

This session explores ways to cultivate an authentic optimism that enhances resiliency and helps individuals and groups navigate change. Participants will gain a better understanding of what optimism is and is not and, ultimately, how to put it to work in their life to influence co-workers and others to become more optimistic. The overall goal is to enhance self-assurance through the power of optimism and learn specific techniques for maintaining the awareness of the power of a positive approach to work and life.

Resiliency: Secrets of Successful Employees (1 hour)

Studies have found that when the same events happen to different people, it's the individual's response that makes a difference in terms of staying healthy, and using the experience in a positive way in order to grow and thrive—also known as resiliency. What's the secret? This seminar explores this dynamic and what we can learn from those who are successful at surviving whatever life throws their way and developing their resiliency. The good news is, resiliency can be learned, and many examples exist where it has made all the difference. Participants will leave with tips and techniques for maximizing their own resiliency and positively influencing those around them.

Respect and Harassment Awareness for Employees (1 hour)

Harassment and disrespect can have a detrimental effect on the workplace. This workshop reviews the legal definition of sexual harassment and the Title VII law. It also addresses how behaviors, attitudes or actions can escalate into potential workplace violence. Consequences of violating a company's harassment policy and the impact on both employees and the organization are reviewed. Participants will learn what constitutes harassment, why it is so hard to report it, and how it can be reported with assurance of non-retaliation, resulting in a less stressful and more productive workplace. **Additional rate may apply.**

Respect in the Workplace (1 hour)

Most employees agree that they are responsible for creating and maintaining a respectful work environment. However, do they know what that is? Do they understand the benefits that a respectful workplace provides? All employees have a right to work in a respectful work environment. This workshop addresses all of these important topics, including how environments that are more respectful, less stressful and more fun can result in improved performance and productivity.

Retirement Planning: An Emotional Perspective (1 hour)

This workshop reviews the six phases of retirement from a social perspective: everything from pre-retirement planning, to the honeymoon phase, and ultimately to reorientation and development of a new lifestyle. For many people, a major concern is how they will handle the emotional stages of retirement. How will they create a new identity? This workshop reviews all of these stages, from the imagination stage (which can begin 5-15 years prior to retirement) to the reconciliation stage (which can last up to 15 years or more after retirement).

Strengthening Your Relationship (1 hour)

We all want a strong, loving relationship, but why can it be so difficult to keep it that way? This workshop reviews what goes wrong in relationships, and explores the destructive patterns that can interfere. Participants will gain a greater understanding of how to sustain a loving, healthy, and long-lasting relationship.

Stress Management (1 hour)

It is natural to become stressed when the demands on time and energy have become too great. This can happen both at home and at work, and can severely limit productivity and effectiveness. This workshop shows the physiological stages of stress development, and its harmful effects on the body. It also addresses the defining symptoms and different sources of stress. This useful information is incorporated with helpful stress relievers and imagery techniques.

Unconscious Bias for Employees (1 hour; NEW!)

Unconscious bias is an innate part of human nature. However, when we bring these biases into the workplace, they can cause us to unintentionally make decisions that are not objective, which can impact the diversity, culture, and ultimately the success of an organization. By becoming more aware of bias in the workplace, employees learn how to "tip" the unconscious into the conscious, leading them to the first step toward reducing the negative effects in the workplace. This session will review the potential consequences unconscious bias can have on businesses and discuss strategies for reducing bias in the workplace. By exploring the different types of biases and related behaviors, employees will gain a better understanding for how to address biases in the workplace, leading to a more inclusive work environment.

Understanding Emotional Intelligence (1 hour)

Studies show that success in the workforce does not necessarily depend on an individual's IQ, but more often on their EQ—or Emotional Quotient. This workshop reviews the importance of understanding your emotional intelligence, and the differences between your EQ and IQ. It also reviews the five basic emotional competencies: self-awareness, handling emotions, motivation, empathy and social skills, as well as strategies for enhancing these competencies.

Valuing Different Generations (1.5 hour)

For the first time in American history we have four different generations working together, each bringing value in helping us to understand where we have been and where we are headed. When dealing with people, we are often dealing with different generations of people. This seminar includes a discussion of the characteristics commonly associated with each of the generations as participants learn how making the most of generational resources greatly improves teamwork.

Working through Stressful and Changing Times (1 hour)

Change is all around us, and without it we would be stagnant as individuals and organizations. We all respond differently to what we call "change," so how can we make it work for us? This workshop examines what change means for employees and organizations, and how can they can get on the same page when discussing and understanding its attributes, benefits and pitfalls. For most people, adjusting their perception and viewpoint can help them adapt more successfully to changing roles and environments.



24/7
support

For more information about the resources available through the Health Advocate EAP+Work/Life Program, contact your training coordinator at **877.240.6863** or **Workshops@HealthAdvocate.com**.



2021 Manager Workshops

Your EAP+Work/Life Program offers fully customizable workshops that address the special needs of managers and supervisors. These workshops are typically available for an additional charge. To schedule a workshop, contact your training coordinator at 877.240.6863.

Applying Leadership Basics (1 hour)

Applying leadership skills in the workplace, and in life, will set you apart from others as someone who is in charge, capable and driven. Being in a position of leadership puts you in a place where others watch what you do, look to you for direction and notice if your actions are in line with your beliefs. Making your intentions known will clarify the group's goals and inspire those you are directing to tune into your vision. This workshop defines what sound leadership is, discusses characteristics of effective leaders and explains what effective leaders do well. The workshop also identifies potential leadership pitfalls.

Battling Bullying in the Workplace for Managers (1 hour)

Workplace bullying is complex, because the victim does not always fall into a protected class or category, and the bully can display a wide range of behaviors, from subtle to physical. This workshop helps participants understand bullying and how it differs from harassment, and reviews the risks and cost to organizations that ignore it. It also presents a multifaceted approach to eliminating bullying from the workplace, including incorporating an anti-bullying message into the workplace culture through written policies and training, and teaching managers and supervisors how to prevent bullying and properly address it when it occurs.

Building a Successful Team (1 hour)

What is it about some teams that make them successful, while other teams are not? This session will drill down on the stages and dynamics of Team Building. The focus will be on how to get your team to FORM, STORM, NORM and PERFORM, resulting in more motivated and encouraged team members. Managers will learn the importance of respecting different opinions, approaches, styles and how to manage conflict effectively.

Coaching and Counseling (1 hour)

This workshop reviews the differences and benefits of coaching and counseling. Participants will explore case situations and determine which approach is most appropriate, as well as common early warning signs that indicate a need for intervention. The workshop also outlines tips for dealing with angry or difficult employees, as well as the necessary steps to take, including proper documentation and feedback.

Courageously Authentic Leadership (1 hour)

Authentic leadership is a leadership style that is consistent with a leaders' personality and core values. A style that is honest, ethical, and practical. At the heart of authentic leadership is the courage to be fully human, to take risks, to care deeply, and to take action even in the midst of change and uncertainty. Leadership doesn't happen without courage. In fact, leadership might be defined as courage in action. The principle of leadership is this: Before you decide to lead others, learn to lead yourself well. In this workshop, we will begin by defining authenticity, discuss the qualities one should have, and outline how to become a more courageously authentic leader.

Drugs and Alcohol—Reasonable Suspicion Training for Supervisors (1.5 - 2 hours)

Drug and alcohol abuse has a severely degenerative effect on family and social relationships. It can also have a devastating effect on finances and productivity. This workshop provides legal and policy actions that can be exercised by supervisors. General information on drug and alcohol abuse is reviewed, as well as the signs and symptoms of that abuse. Case studies are used to illustrate steps, and do's and don'ts managers can use to confront employees who they suspect of being under the influence. Barriers to confrontation and enabling behaviors are also addressed. Participants will also learn the latest information on the newest devastating epidemic of opioid addiction. **Additional rate may apply.**

Drugs and Alcohol—Training for Supervisors of DOT Regulated Employees (2 hours)

The Department of Transportation (DOT) Regulation 382.603 requires that employers ensure that any person designated to supervise an employee falling under DOT guidelines receive at least 60 minutes of training on alcohol abuse, and an additional 60 minutes of training on controlled substance use. This training is designed for supervisors and managers, to help them determine whether reasonable suspicion exists to require an employee to undergo testing. Certificates of completion are provided for each participant. Participants will also learn the latest information on the newest devastating epidemic of opioid addiction. **Additional rate may apply.**

Leadership Awareness Training (1.5 - 2 hours)

This training focuses on the role of the supervisor in the EAP referral process. The goal is to present the EAP as an effective, preventive resource for employees whose work performance is being impacted by personal problems. The training reviews the basics of the EAP, including making referrals, techniques for reaching out to employees with support, and dealing with the different reactions employees may exhibit when they are approached. It also covers obstacles to a successful confrontation and the dangers of enabling. **Additional rate may apply.**

Management and Leadership Skills (1 hour)

This workshop reviews fundamental management and leadership skills. Included are key factors in relationship building, essential communication and listening skills, as well as performance reviews and conducting performance advisory meetings. It benefits employees who have recently been promoted to a management position, as well as those with little or no formal management training.

Managing a Multi-Generational Workforce (1 hour)

Supervisors and managers are managing a more diverse generational workforce than ever before. Workers are living longer and are healthier, and some have financial considerations that are keeping them in the workforce longer. On the other end of the spectrum, millennials are also entering the workforce. This workshop reviews the values and work-related preferences of different generations, and identifies similar values and generational differences that can cause conflict in the workplace.

Managing and Motivating for a Successful Workplace (1 hour)

This workshop is designed for anyone in a position of leadership. It reviews the challenges of leading people, and identifies the characteristics of a successful supervisor. Through various role-playing scenarios, it illustrates how effective leaders approach performance issues, develop relationships and show respect during confrontations.

Managing Mental Health & Employee Well-Being (1 hour)

Mental health may be one of the last remaining taboos in the workplace. Yet many workers experience depression, anxiety or stress on the job. This shows up in absenteeism, medical claims, safety, and lower productivity. The purpose of this workshop is to increase confidence of managers when supporting an employee who may be experiencing an emotional health issue or other disruptive event. Participants will learn objective warning signs of deteriorating behavior, understand what emotional (mental) health is and is not, and how to partner with resources, including EAP, to effectively assess and address employer and employee concerns. **Additional rate may apply.**

Respect and Harassment Awareness for Managers (1.5 hours)

Harassment and disrespect can have a detrimental effect on the workplace. This workshop reviews the legal definition of sexual harassment and the Title VII law. It also reviews how unaddressed behaviors, attitudes or actions can escalate into potential workplace violence. Managers will learn what constitutes harassment, why employees have a difficult time reporting it, and mistakes managers frequently make when addressing issues of harassment and discrimination. **Additional rate may apply.**

Settling Employees in Unsettled Times (1 hour)

In today's world, we are bombarded with social media and news updates about horrific and terrifying events. As managers, we need to learn how to support employees in finding meaning in their personal and professional lives, so they can place these events in their proper perspective. Topics include how to talk to children about these events, how to stay engaged at work, how to respond to co-worker comments and coping strategies. Note: this is not an appropriate intervention for a current crisis such as an employee death, robbery, or recent traumatic event in the workplace. Rather, it is a global presentation to help employees living in uncertain times.

Unconscious Bias for Managers (1 hour; NEW!)

Unconscious bias is an innate part of human nature. However, when we bring these biases into the workplace, they can cause us to unintentionally make decisions that are not objective, which can impact the diversity, culture, and ultimately the success of an organization. As Managers, understanding how to raise employee awareness of bias and “tip” our unconscious into the conscious is the first step toward reducing the negative effects in the workplace. This session will review the potential consequences unconscious bias can have on businesses and discuss strategies for reducing bias in the workplace. Managers will explore the different types of biases and related behaviors, learn how to recognize employee bias within their organization, and understand how to address biases among themselves and employees in order to create a more inclusive work environment.

Violence Prevention in the Workplace for Managers (1.5 hours)

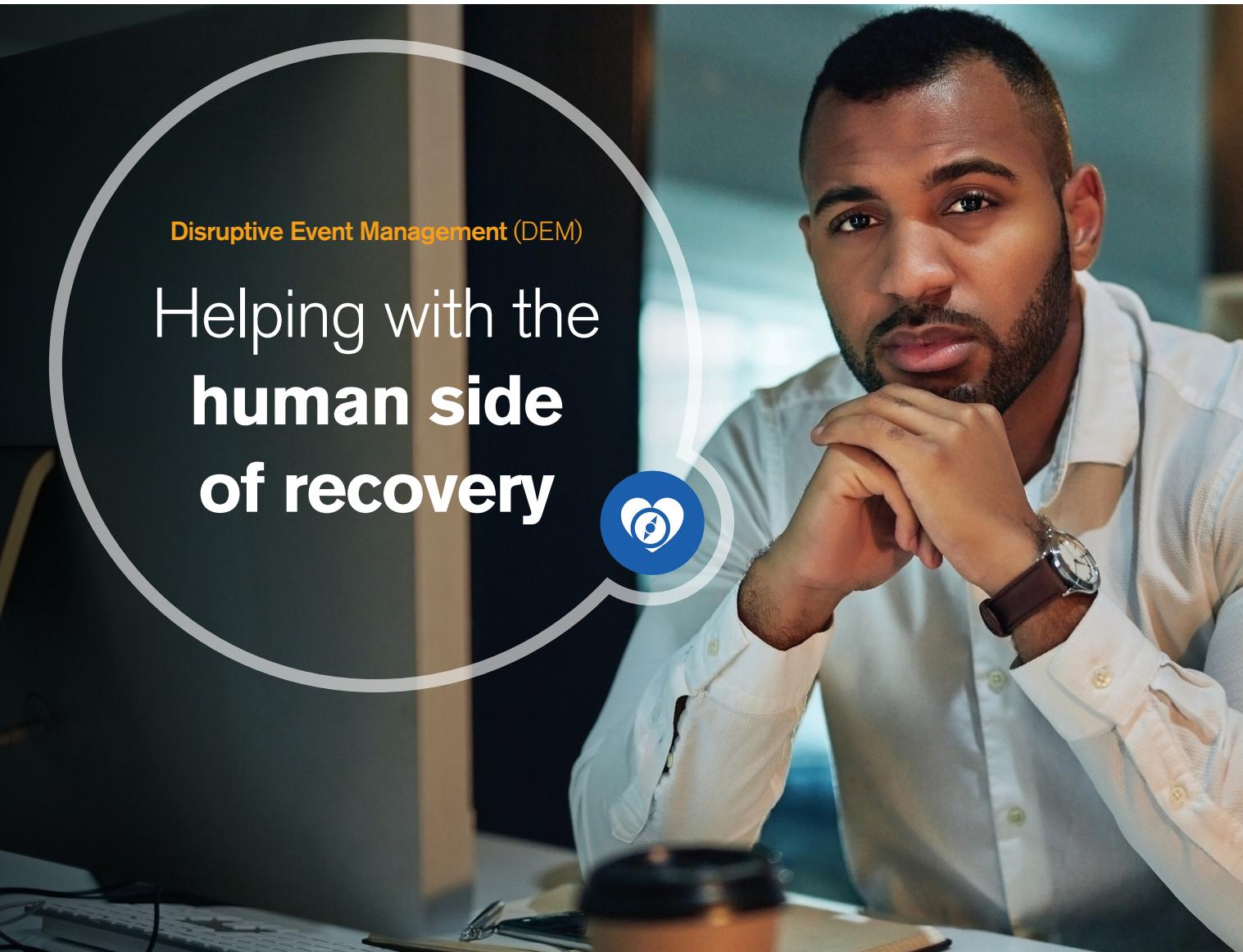
Violence in the workplace has become a serious problem. One way to help prevent workplace violence is to train managers on how to deal with situations which, if left unaddressed, can potentially escalate. This workshop reviews what workplace violence is, the factors that contribute to it, how widespread it is, its devastating effects and what constitutes a threat of violence. It addresses a number of early warning signs (using case studies), and provides techniques to help defuse confrontations that may become violent. It also includes strategies to lower an organization's vulnerability to workplace violence, and how to confront a potentially violent employee. **Additional rate may apply.**



Additional Financial and Legal Topics

At an additional cost, we also provide trainings available through our Financial and Legal partners who have Subject Matter Experts that can present on **topics such as:**

- Personal Finance Fundamentals
- Long-term planning
- Credit
- Work & Money



Disruptive Event Management (DEM)

Helping with the **human side of recovery**



Health Advocate's disruptive event management services (DEM) deliver a customized response to worksites impacted by any event that disrupts employees' ability to work.

The central focus of DEM services is to provide support to leadership and employees, helping to create a culture of psychological safety with a concentration on maintaining productivity, returning to work and staying at work.

We conduct DEM services with the belief that people have a right to lead productive, meaningful lives. With that, we are committed to providing an objective, timely and thorough response that helps with the human side of recovery.



When Should I Request DEM Services?

- If you plan a large reduction in staff (i.e., mass layoffs, terminations)
- When an employee passes away unexpectedly (either on or off the job)
- If employees witness an on-the-job accident
- If a location is robbed, or if other violent incidents occur
- After a natural weather disaster (i.e., flood, earthquake, tornado, hurricane)

DEM Provides

- 24/7/365 support in the U.S. and Canada – same day or within 24 hours of request
- A partner for leadership to help develop an effective response plan for your company
- Help to employees with building on their natural resilience and recovery, as individuals and as teams
- Provides employees with information on self-care and coping
- Normalization of common behavioral and psychological reactions to the event
- Triage for those who might need more support for recovery

What We Do

- Site management consultation
- Educationally-focused resiliency group briefings
- Crisis leadership consultation
- Individual employee support

Better Clinicians, Better Results

Health Advocate's panel consists of over 63,000 providers covering the United States. Our rigorous credentialing process ensures that all clinicians practice in compliance with their respective state and board requirements, and must pass a criminal background check. Additionally, we invest heavily in training our clinicians, ensuring their reports and service delivery meet Health Advocate's quality standards.



We Believe People
Have a Right to
**Lead Productive,
Meaningful Lives**

Health Advocate's EAP+Work/Life program offers a continuum of solutions to assist organizations with every phase in the disruption of everyday business and return-to-work cycle.

Collectively, our services can ensure that your organization is ready for potentially disruptive life events, able to respond successfully to these events (including workplace or threat of violence incidents), and equipped to accelerate employee recovery and return-to-work outcomes. Health Advocate is a recognized leader in providing comprehensive solutions for complex situations. You can be assured that we will connect you with the right solution and the right people at the right time.



Your Problems + Our Expertise = Solutions

We connect you with the right solution and the right people at the right time by first understanding your business. Then, we partner with you to develop creative, collaborative solutions for your workplace.

Our employee assistance program specialties, include:

- Objective consultations on cases with behavioral health issues
- Response to potentially disruptive workplace events
- Threats of violence
- Organizational development around workplace assessments and evaluations

Workplace Resilience

Our workplace resilience services include customized ongoing, ad-hoc or responsive support to leadership, high-level executives and employees. These workplace resilience services help organizations mitigate risks, contain costs, and position leadership in a positive light.

Services included:

- Disruptive event management (DEM) services – a customized response to work sites impacted by disruptive events
- Telephonic critical incident response
- Telephonic leadership consultation during disruptive events
- Onsite presence if requested

Absence Management

Our absence management services provide immediate or ongoing case management support focused on helping individuals return to, or stay at work. Our services help organizations ensure that employees receive the right level of care for the incident or diagnoses that resulted in their absence from work.

Services included:

- Telephonically connects employees experiencing difficulty returning to work after a disruptive event with an area therapist who manages the case
- Outbound telephonic support for employees impacted by a disruptive event
- 24/7 telephonic support for employees impacted by a disruptive event

Risk Management

Our risk management services provide proactive, responsive risk management support for organizations focused on minimizing violence in the workplace. Our services help organizations plan for and manage situations that have the propensity to result in workplace violence.

Services included:

- Unlimited HR or manager consultations
- Threat of violence (TOV) assessment – consultation to determine if an individual poses a threat
- Workplace violence program – customized programs of training and consultation aimed at preventing and preparing for workplace violence



Contact Health Advocate

to learn more about the Disruptive Event Management program and our spectrum of innovative, time- and money-saving solutions for both employees and employers.

877.240.6863

info@HealthAdvocate.com

Communication & Outreach

Health Advocate proactively promotes awareness and utilization of our services through ongoing emails, flyers and webinars, as well as on our informational website.

Month	Type	Topic
January 2020	Webinar	Maintain a Healthy Work/Life Balance
January 2020	Newsletter	Start Making Self-Care a Priority / Easy Ways to Start the New Year Right / Life in Balance
January 2020	News Alert	COVID-19: resources & information added to EAP+WL websites
January 2020	eBlast	COVID-19: What to Know/Coronavirus Outbreak General Information from Health Advocate
February 2020	Webinar	Conflict Resolution in the Workplace
February 2020	Newsletter	5 Ways to Protect Your Heart / Be Heart-Healthy - Exercise! / Getting Along With Others
February 2020	eBlast	COVID-19: Questions about the Coronavirus/Updated Coronavirus Resources from Health Advocate
February 2020	News Alert	Workplace Shooting : resources & information added to EAP+WL websites
March 2020	Webinar	Achieving a Respectful Workplace
March 2020	Newsletter	Healthy Ways to Flavor Foods / Manage Your Energy for a More Satisfying Life / Mutual Respect for Coworkers
March 2020	News Alert	Southern Tornadoes: resources & information added to EAP+WL websites
March 2020	eBlast	Summer Camp Sign-up Reminder
March 2020	eBlast	COVID-19: The Psychological Effects (recorded webinar link)
March 2020	eBlast	COVID-19: Supporting At-Home Children
March 2020	eBlast	COVID-19: Establishing Emotional Balance in Challenging Times webinar invitation
March 2020	Webinar	COVID-19: Establishing Emotional Balance in Challenging Times
March 2020	eBlast	COVID-19: Financial Tips & Resources
April 2020	Webinar	Drugs and Addictions
April 2020	eBlast	COVID-19: Establishing Emotional Balance in Challenging Times webinar invitation
April 2020	eBlast	COVID-19: Financial Impacts of COVID-19 (recorded webinar) & Handouts
April 2020	Webinar	COVID-19: Establishing Emotional Balance in Challenging Times
April 2020	Newsletter	Feeling Worried About COVID-19? / Mindfulness / Alcohol Awareness

Communication & Outreach (continued)

Month	Type	Topic
April 2020	eBlast	COVID-19: Highlighting COVID-19 Resources on EAP+WL websites
April 2020	eBlast	COVID-19: Leading in Stressful and Changing Times (Supervisors/Managers) webinar invitation
April 2020	eBlast	Alcohol Awareness Month Reminder
April 2020	eBlast	COVID-19: Working From Home (mini-webinar); Caring for Caregiver (mini-webinar); Social Isolation handout
April 2020	Webinar	COVID-19: Leading in Stressful and Changing Times (Supervisors/Managers)
April 2020	eBlast	COVID-19: Leading in Stressful and Changing Times (Supervisors/Managers webinar invitation)
April 2020	eBlast	COVID-19: Grief & Loss During Social Distancing
April 2020	Frontline Newsletter	Resources to Help You Manage Effectively During the COVID-19 Pandemic
April 2020	eBlast	COVID-19: Preparing for Our New Normal webinar invitation; FAQ's from past webinars
April 2020	eBlast	COVID-19: Supporting Employees' Mental Health During a Crisis - a message from Bert Alicea, EVP, EAP & Work/Life
April 2020	eBlast	COVID-19: Mindfulness (recorded mini-webinar); Mindfulness Break handout
April 2020	Webinar	COVID-19: Preparing for Our New Normal
May 2020	Webinar	Identity Theft
May 2020	eBlast	COVID-19: Preparing for Our New Normal webinar invitation; link to recording on same topic
May 2020	Newsletter	Create a Healthy Work-At-Home Space / COVID-19 and Financial Stability / Mindfulness Break
May 2020	Webinar	COVID-19: Preparing for Our New Normal
May 2020	eBlast	COVID-19: Future Thinking for our Return to Work amidst COVID-19 webinar invitation; link to recorded webinar Preparing for Our New Normal; Managing Uncertainty handout
May 2020	eBlast	Mental Health Awareness Month Reminder
May 2020	Webinar	COVID-19: Future Thinking for our Return to Work amidst COVID-19
May 2020	eBlast	COVID-19: Future Thinking for our Return to Work amidst COVID-19 webinar invitation; link to recording on same topic; Managing Uncertainty handout
May 2020	News Alert	Michigan Flooding: resources & information added to EAP+WL websites
May 2020	eBlast	COVID-19: Navigating The New Normal video
May 2020	Webinar	COVID-19: Future Thinking for our Return to Work amidst COVID-19
May 2020	eBlast	COVID-19: Leading the Way Forward: Strategies to Help Your Workforce Return to Work (Supervisors/Managers) webinar invitation
May 2020	eBlast	COVID-19: 8 Steps to Resiliency (recorded mini-webinar)
May 2020	Webinar	COVID-19: Leading the Way Forward: Strategies to Help Your Workforce Return to Work (Supervisors/Managers)

Communication & Outreach (continued)

Month	Type	Topic
June 2020	Webinar	Diversity in the Workplace
June 2020	eBlast	COVID-19: Return to Work, School, Health, Life - How Health Advocate Can Help
June 2020	eBlast	COVID-19: Leading the Way Forward: Strategies to Help Your Workforce Return to Work (Supervisors/Managers) webinar invitation; link to recording on same topic
June 2020	Webinar	COVID-19: Leading the Way Forward: Strategies to Help Your Workforce Return to Work (Supervisors/Managers)
June 2020	Newsletter	Keep Kids Safe Online / Working Out Safely Outdoors / Overcome Burnout
June 2020	News Alert	Healing Resources: resources & information added to EAP+WL websites
June 2020	eBlast	COVID-19: Resiliency: Moving Forward in Changing Times webinar invitation
June 2020	eBlast	COVID-19: Staycation Ideas to Renew Body and Mind
June 2020	Webinar	COVID-19: Resiliency: Moving Forward in Changing Times
June 2020	eBlast	COVID-19: Resiliency: Moving Forward in Changing Times webinar invitation
June 2020	eBlast	COVID-19: Return to Work, School, Health, Life - How Health Advocate Can Help
June 2020	Webinar	COVID-19: Resiliency: Moving Forward in Changing Times
June 2020	eBlast	COVID-19: Quarantine Fatigue: Managing Burnout webinar invitation
June 2020	Webinar	COVID-19: Quarantine Fatigue: Managing Burnout
June 2020	eBlast	COVID-19: Quarantine Fatigue: Managing Burnout webinar invitation
July 2020	Webinar	COVID-19: Quarantine Fatigue: Managing Burnout
July 2020	Webinar	The Sandwich Generation: Multi-Generational Caregiving
July 2020	eBlast	COVID-19: "Treading Water" through the COVID-19 Storm webinar invitation
July 2020	Newsletter	Plan for the Unexpected / Beat the Heat This Summer / Tips for Caregivers: Stay Resilient
July 2020	Webinar	COVID-19: "Treading Water" through the COVID-19 Storm
July 2020	eBlast	COVID-19: "Treading Water" through the COVID-19 Storm webinar invitation
July 2020	News Alert	Severe Summer Weather: resources & information added to EAP+WL websites
July 2020	Webinar	COVID-19: "Treading Water" through the COVID-19 Storm
July 2020	eBlast	COVID-19: "Finding a Safe Harbor: Strategies to Manage Stress and Uncertainty" webinar invitation
July 2020	Webinar	COVID-19: "Finding a Safe Harbor: Strategies to Manage Stress and Uncertainty"
July 2020	eBlast	COVID-19: "Finding a Safe Harbor: Strategies to Manage Stress and Uncertainty" webinar invitation
July 2020	eBlast	COVID-19: "Opening the Doors Safely: Return to Work Tools and Strategies for employers" webinar invitation
July 2020	Webinar	COVID-19: "Finding a Safe Harbor: Strategies to Manage Stress and Uncertainty"
July 2020	eBlast	COVID-19: "Charting Rough Seas: Strategies for the Upcoming School Year" webinar invitation

Communication & Outreach (continued)

Month	Type	Topic
August 2020	Webinar	Stay Motivated: Tips for Leveraging Your Super Power
August 2020	Webinar	COVID-19: Charting Rough Seas: Strategies for the Upcoming School Year
August 2020	Webinar	COVID-19: Opening the Doors Safely: Return to Work Tools and Strategies for employers webinar
August 2020	Newsletter	Maintain Preventative Care During the Pandemic/Make the Most of the Rest of Your Summer/ Counter Quarantine Fatigue
August 2020	eBlast	COVID-19: Charting Rough Seas: Strategies for the Upcoming School Year webinar invitation
August 2020	eBlast	COVID-19: Throwing a Lifeline: Managing Emotional and Mental Health
August 2020	Webinar	COVID-19: Charting Rough Seas: Strategies for the Upcoming School Year webinar invitation
August 2020	eBlast	COVID-19: Opening the Doors Safely: Return to Work Tools and Strategies for employers webinar invitation
August 2020	Webinar	COVID-19: Opening the Doors Safely: Return to Work Tools and Strategies for employers webinar
August 2020	Webinar	COVID-19: Throwing a Lifeline: Managing Emotional and Mental Health
August 2020	News Alert	California Wildfires: resources & information added to EAP+WL websites
August 2020	eBlast	COVID-19: Throwing a Lifeline: Managing Emotional and Mental Health
August 2020	News Alert	Gulf Storms: resources & information added to EAP+WL websites
August 2020	Webinar	COVID-19: Throwing a Lifeline: Managing Emotional and Mental Health
August 2020	eBlast	COVID-19: Keeping Your Head Above Water: Coping with Compassion Fatigue webinar invitation
August 2020	eBlast	Hurricane Laura: Health Advocate Can Help reminder; News Alert on sites updated
August 2020	Frontline Newsletter	Managing Your Team as you Return to Work
September 2020	Webinar	Fixing Our Broken Sleep
September 2020	Webinar	COVID-19: Keeping Your Head Above Water: Coping with Compassion Fatigue
September 2020	News Alert	Anniversary Grief: information added to EAP+WL websites
September 2020	Newsletter	Keep Moving Any Way, All Day/Prepare For Flu season! Stay On Top of Your Health NOW/Get Better Sleep
September 2020	eBlast	Suicide Awareness/Prevention Month Reminder
September 2020	eBlast	COVID-19: Adjusting Your Sails: Leading in Rough Seas (Supervisors/Managers) webinar invitation
September 2020	Webinar	COVID-19: Keeping Your Head Above Water: Coping with Compassion Fatigue
September 2020	News Alert	Western Wildfires: information added to EAP+WL websites
September 2020	News Alert	Hurricane Sally: information added to EAP+WL websites
September 2020	eBlast	COVID-19: Adjusting Your Sails: Leading in Rough Seas (Supervisors/Managers) webinar invitation
September 2020	Webinar	COVID-19: Adjusting Your Sails: Leading in Rough Seas (Supervisors/Managers)

Communication & Outreach (continued)

Month	Type	Topic
September 2020	eBlast	COVID-19: Rowing Forward Together: Managing Conflicts in the Workplace webinar invitation
September 2020	Webinar	COVID-19: Adjusting Your Sails: Leading in Rough Seas (Supervisors/Managers)
October 2020	Webinar	Saving for the Future
October 2020	Webinar	COVID-19: Rowing Forward Together: Managing Conflicts in the Workplace
October 2020	eBlast	Domestic Violence Awareness Month Reminder
October 2020	eBlast	COVID-19: Rowing Forward Together: Managing Conflicts in the Workplace webinar invitation
October 2020	Newsletter	Fall health and safety checklist/Get reacquainted with yourself/Timely tips for smoother money talks
October 2020	News Alert	Hurricane Delta: information added to EAP+WL websites
October 2020	eBlast	COVID-19: Providing a Lifeboat: Supporting Domestic Violence Survivors in the Midst of COVID-19 webinar invitation
October 2020	Webinar	COVID-19: Rowing Forward Together: Managing Conflicts in the Workplace
October 2020	Webinar	COVID-19: Providing a Lifeboat: Supporting Domestic Violence Survivors in the Midst of COVID-19
October 2020	eBlast	COVID-19: Providing a Lifeboat: Supporting Domestic Violence Survivors in the Midst of COVID-19 webinar invitation
October 2020	Webinar	COVID-19: Providing a Lifeboat: Supporting Domestic Violence Survivors in the Midst of COVID-19
October 2020	eBlast	COVID-19: Hope for the Holidays: How to Adapt in this Unique Season webinar invitation
October 2020	News Alert	Hurricane Delta: information added to EAP+WL websites
October 2020	Webinar	COVID-19: Hope for the Holidays: How to Adapt in this Unique Season
October 2020	eBlast	COVID-19: Hope for the Holidays: How to Adapt in this Unique Season webinar invitation
November 2020	Webinar	Digital Distraction: Use Technology, Don't Let it Use You
November 2020	eBlast	COVID-19: Righting the Ship: Managing Substance Use in a Crisis webinar invitation
November 2020	Webinar	COVID-19: Hope for the Holidays: How to Adapt in this Unique Season
November 2020	Newsletter	Be kind and improve your health!/Simple steps to lower your risk of chronic diseases/Make connections more meaningful
November 2020	News Alert	Tropical Depression Eta: information added to EAP+WL websites



EAP+Work/Life Services

Face To Face Breakdown Summary

Prepared For:
Company ABC

Reporting Period:
1/1/2020 - 6/30/2020

Face-to-Face Breakdown

Company ABC

Reporting Period: 01/01/2020 - 06/30/2020

Client Status

Sessions Per Case	Totals		Session Method											
	Cases	Sessions	Face to Face			Telephonic			Text Messaging			Video Counseling		
			Cases	Sessions	Pct.	Cases	Sessions	Pct.	Cases	Sessions	Pct.	Cases	Sessions	Pct.
1	615	615	70	70	22.51%	518	518	92.01%	14	14	48.28%	13	13	23.64%
2	68	136	49	98	15.76%	10	20	1.78%	2	4	6.90%	7	14	12.73%
3	54	162	39	117	12.54%	6	18	1.07%	2	6	6.90%	7	21	12.73%
4	47	188	28	112	9.00%	9	36	1.60%	3	12	10.34%	7	28	12.73%
5	41	205	26	130	8.36%	8	40	1.42%	2	10	6.90%	5	25	9.09%
6	32	192	20	120	6.43%	6	36	1.07%	1	6	3.45%	5	30	9.09%
7	29	203	19	133	6.11%	2	14	0.36%	3	21	10.34%	5	35	9.09%
8	72	576	60	480	19.29%	4	32	0.71%	2	16	6.90%	6	48	10.91%
Total	958*	2277	311	1260	100.00%	563	714	100.00%	29	89	100.00%	55	214	100.00%

*Excludes Legal, Financial and Work/Life
Recommendations

Face-to-Face Breakdown

Company ABC

Reporting Period: 01/01/2020 - 06/30/2020

EAP Staff

Sessions Per Case	Totals		Session Method											
	Cases	Sessions	Face to Face			Telephonic			Text Messaging			Video Counseling		
			Cases	Sessions	Pct.	Cases	Sessions	Pct.	Cases	Sessions	Pct.	Cases	Sessions	Pct.
1	489	489	58	58	26.13%	430	430	95.34%	1	1	33.33%	0	0	0.00%
2	40	80	37	74	16.67%	2	4	0.44%	1	2	33.33%	0	0	0.00%
3	28	84	26	78	11.71%	2	6	0.44%	0	0	0.00%	0	0	0.00%
4	26	104	18	72	8.11%	7	28	1.55%	1	4	33.33%	0	0	0.00%
5	24	120	19	95	8.56%	5	25	1.11%	0	0	0.00%	0	0	0.00%
6	17	102	14	84	6.31%	3	18	0.67%	0	0	0.00%	0	0	0.00%
7	16	112	13	91	5.86%	1	7	0.22%	0	0	0.00%	2	14	66.67%
8	39	312	37	296	16.67%	1	8	0.22%	0	0	0.00%	1	8	33.33%
Total	679*	1403	222	848	100.00%	451	526	100.00%	3	7	100.00%	3	22	100.00%

*Excludes Legal, Financial and Work/Life Recommendations

Referral Recommendations

Sessions Per Case	Totals		Session Method											
	Cases	Sessions	Face to Face			Telephonic			Text Messaging			Video Counseling		
			Cases	Sessions	Pct.	Cases	Sessions	Pct.	Cases	Sessions	Pct.	Cases	Sessions	Pct.
1	126	126	12	12	13.48%	88	88	78.57%	13	13	50.00%	13	13	25.00%
2	28	56	12	24	13.48%	8	16	7.14%	1	2	3.85%	7	14	13.46%
3	26	78	13	39	14.61%	4	12	3.57%	2	6	7.69%	7	21	13.46%
4	21	84	10	40	11.24%	2	8	1.79%	2	8	7.69%	7	28	13.46%
5	17	85	7	35	7.87%	3	15	2.68%	2	10	7.69%	5	25	9.62%
6	15	90	6	36	6.74%	3	18	2.68%	1	6	3.85%	5	30	9.62%
7	13	91	6	42	6.74%	1	7	0.89%	3	21	11.54%	3	21	5.77%
8	33	264	23	184	25.84%	3	24	2.68%	2	16	7.69%	5	40	9.62%
Total	279*	874	89	412	100.00%	112	188	100.00%	26	82	100.00%	52	192	100.00%

*Excludes Legal, Financial and Work/Life
Recommendations

Community Resources

Sessions Per Case	Totals		Session Method		
	Cases	Sessions	Telephonic		
			Cases	Sessions	Pct.
1	2	2	2	2	100.00%
Total	2*	2	2	2	100.00%

*Excludes Legal, Financial and Work/Life Recommendations

Inpatient Drug/Alcohol

Sessions Per Case	Totals		Session Method		
	Cases	Sessions	Telephonic		
			Cases	Sessions	Pct.
1	1	1	1	1	100.00%
Total	1*	1	1	1	100.00%

*Excludes Legal, Financial and Work/Life Recommendations

Inpatient Mental Health

Sessions Per Case	Totals		Session Method		
	Cases	Sessions	Face to Face		
			Cases	Sessions	Pct.
1	1	1	1	1	100.00%
Total	1*	1	1	1	100.00%

*Excludes Legal, Financial and Work/Life Recommendations

Outpatient Mental Health

Sessions Per Case	Totals		Session Method								
	Cases	Sessions	Face to Face			Telephonic			Video Counseling		
			Cases	Sessions	Pct.	Cases	Sessions	Pct.	Cases	Sessions	Pct.
1	38	38	9	9	10.59%	29	29	96.67%	0	0	0.00%
2	11	22	11	22	12.94%	0	0	0.00%	0	0	0.00%
3	14	42	13	39	15.29%	0	0	0.00%	1	3	100.00%
4	10	40	10	40	11.76%	0	0	0.00%	0	0	0.00%
5	8	40	7	35	8.24%	1	5	3.33%	0	0	0.00%
6	6	36	6	36	7.06%	0	0	0.00%	0	0	0.00%
7	6	42	6	42	7.06%	0	0	0.00%	0	0	0.00%
8	23	184	23	184	27.06%	0	0	0.00%	0	0	0.00%
Total	116*	444	85	407	100.00%	30	34	100.00%	1	3	100.00%

*Excludes Legal, Financial and Work/Life
Recommendations

Outpatient Drug/Alcohol

Sessions Per Case	Totals		Session Method					
	Cases	Sessions	Face to Face			Telephonic		
			Cases	Sessions	Pct.	Cases	Sessions	Pct.
1	4	4	2	2	66.67%	2	2	100.00%
2	1	2	1	2	33.33%	0	0	0.00%
Total	5*	6	3	4	100.00%	2	2	100.00%

*Excludes Legal, Financial and Work/Life
Recommendations

MyHelp

Sessions Per Case	Totals		Session Method								
	Cases	Sessions	Telephonic			Text Messaging			Video Counseling		
			Cases	Sessions	Pct.	Cases	Sessions	Pct.	Cases	Sessions	Pct.
1	80	80	54	54	70.13%	13	13	50.00%	13	13	25.49%
2	16	32	8	16	10.39%	1	2	3.85%	7	14	13.73%
3	12	36	4	12	5.19%	2	6	7.69%	6	18	11.76%
4	11	44	2	8	2.60%	2	8	7.69%	7	28	13.73%
5	9	45	2	10	2.60%	2	10	7.69%	5	25	9.80%
6	9	54	3	18	3.90%	1	6	3.85%	5	30	9.80%
7	7	49	1	7	1.30%	3	21	11.54%	3	21	5.88%
8	10	80	3	24	3.90%	2	16	7.69%	5	40	9.80%
Total	154*	420	77	149	100.00%	26	82	100.00%	51	189	100.00%

*Excludes Legal, Financial and Work/Life
Recommendations

SAMPLE EAP IMPLEMENTATION PLAN: The State of Nebraska
Start Date: July 2021

Task #	Task Name	Responsible	Person Assigned	Start Date	Target End Date	Status
Implementation Meetings						
1	Schedule Kick-off Call with Health Advocate (HA)	HA/Client	Account Management Team	4/2021	4/2021	
2	Schedule implementation calls and determine frequency	HA/Client	Account Management Team	4/2021	4/2021	
3	Confirm Effective Date of July 2021	Client	Account Management Team	4/2021	N/A	
Legal						
4	Sign Plan Sponsor Agreement	HA/Client	Account Management Team	4/2021	4/2021	
Eligibility						
5	Review file specifications	HA/Client	Account Management Team	4/2021	4/2021	
6	Test file sent	Client	Account Management Team	4/2021	4/2021	
7	Test file reviewed	HA	Account Management Team	4/2021	4/2021	
Telephonic/System Configuration						
8	Provide 800# to Client	HA	IT Department	4/2021	4/2021	
9	Configure any data requirements in CRM	HA	IT Department	4/2021	4/2021	
Training						
10	Develop Training Documents	HA	Training Department	5/2021	5/2021	
11	Conduct Monthly Sales EAP Orientation Webinars	HA	Training Department	5/2021	5/2021	
12	Train Staff – Health Advocate on Client specific information	HA	Training Department	5/2021	5/2021	
Billing						
13	Establish and document billing process	HA	Finance	6/2021	6/2021	
14	Send Wire Transfer Information	HA	Finance	6/2021	6/2021	
15	Set-up Billing Process	HA	Finance	6/2021	6/2021	
Metrics Reporting						
16	Provide standard Health Advocate reports	HA	Account Management Team	7/1/21	Ongoing	

17	Review frequency and destination of reports	HA	Account Management Team	7/1/21	Quarterly	
Communications						
18	Session to Develop Communications Strategy and Timeline	HA/Client	Account Management Team	3/2021	ongoing	
19	Discuss Transition Plan for any members currently under care including making sure providers are part of HA network	HA/Client	EAP Executive Sponsor	5/2021	ongoing	
20	Review Roll-out Schedule	HA/Client	Account Management Team	5/2021	ongoing	
21	Send Electronic Member Communications Materials and onsite awareness posters, table tents, etc.	HA	Account Management Team	5/2021	ongoing	
22	Member Website ready	HA/Client	Account Management Team	6/2021	ongoing	
23	Electronic distribution of monthly newsletters	HA/Client	HA Admin	7/2021	ongoing	
24	Electronic distribution of quarterly email Supervisor Newsletter to HR	HA/Client	EAP Team	7/2021	ongoing	
25	Series of trainings for HR; Supervisor/Manager Consultations	HA/Client	IT Department	7/2021	ongoing	
26	Access to EAP website	HA/Client	EAP Team	7/2021	ongoing	
27	EAP 24 hour "Live" Master's level licensed clinicians	HA/Client	EAP Team	7/2021	ongoing	
28	Provide Quarterly Manager/Supervisory Webinar Schedule	HA/Client	HA Admin	7/2021	ongoing	
29	Establish Quarterly Account Management Meetings	HA/Client	HA Admin	8/2021	ongoing	

MASTERFUL CONSULTATION

VIRTUAL TRAINING COURSE

Masterful Consultation: Deepen Your Consulting Toolkit & Expand Your EAP's Impact

Join Jeffrey Harris, a seasoned CEAP with extensive consulting experience, in an immersive series of exploration, case studies and interactive elements intended to deepen your toolkit for impactful management consultation, in ways that elicit loyalty and value from organization leaders.

This virtual course will be presented in a series of five live webinar sessions in the EAPA Zoom Room, starting **Thursday, November 5th!** Each session will be 1.5 hours in duration, from 12:00 noon to 1:30 pm Eastern U.S. Time. *Participation in all sessions is required for credit, and the course is approved by the EACC for 7.5 PDHs in Domains I and II.*

Participants will also receive access to a 118-page workbook (downloadable/printable) containing checklists, tools, extensive bibliography, and all 27 columns Jeff has written on Effective Management Consulting for the Journal of Employee Assistance.

Course Dates:

Session 1, November 5: Defining Consulting Through Best Practices and Essential Skills
Session 2, November 10: Making your Consulting Masterful

Session 3, November 12: Mastering 7 of the Most Common Consulting Scenarios Pt 1
Session 4, November 17: Mastering 7 of the Most Common Consulting Scenarios Pt 2
Session 5, November 19: What's in a Manager's Toolkit?

Registration closes Monday, November 2 at 3:00PM ET

Click for more information and to register!

About the Presenter: Jeffrey Harris, MA, PCC, CEAP is the sole proprietor of Uplevel Coaching + Consulting. Jeff is credentialed as a Professional Certified Coach (PCC), and has been credentialed as a CEAP for 18 years. Jeff was also a Licensed Marital and Family Therapist (MFT) for 39 years. Jeff brings to his management consulting training a deep knowledge of business and management principles, drawing from his 26 years of experience providing employee assistance consulting. Mr. Harris started an industry-wide discussion on Effective Management Consulting in his quarterly column in the Journal of Employee Assistance for eight years, and is a contributing author on management consulting in EAPA's Cannabis@Work toolkit.



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HEALTH ADVOCATE, INC.

Principal Executive Offices:

3043 Walton Road

Plymouth Meeting, PA 19462

EMPLOYEE ASSISTANCE PROGRAM PLAN SPONSOR AGREEMENT

This Plan Sponsor Agreement ("this Agreement") is made and entered into by and between Health Advocate, Inc., ("Health Advocate"), and **State of Nebraska** ("Client"), and is intended to describe their business relationship in which Health Advocate will provide administrative and informational services to all eligible employees ("Employees") of **Client**, as well as the Employee's spouse, dependents, parents and mothers and fathers in-law (collectively, "Members"). Health Advocate and Client will hereinafter collectively be referred to as "the Parties" and referred to individually each as a "Party."

1. Description of Services:

Health Advocate will provide its **In-Person Employee Assistance Program** ("EAP") service as more fully described on Exhibit "A" (collectively, "the Services").

2. Term / Termination:

- a. This Agreement shall be effective as of **July 1, 2021** (the "Effective Date").
- b. The initial term of this Agreement shall be forty-eight (48) months from the Effective Date ("the Initial Term"). Thereafter, this Agreement shall automatically renew for three (3) consecutive one (1) year terms (each a "Renewal Term") unless either Party provides written notice to the other, at least sixty (60) days before the end of the Initial Term or any Renewal Term, of its intention not to renew this Agreement. The terms and conditions of this Agreement shall apply to the Initial Term and any Renewal Term unless modified in writing by the Parties.
- c. In the event that either Party shall default in the performance of any of its material covenants, or undertakings under this Agreement, and such default shall continue and not be corrected within thirty (30) days after the receipt of written notice thereof from the non-breaching Party specifying the default and requesting correction of such default, the non-breaching Party may terminate this Agreement by delivering written notice to such effect to the other Party, which notice shall be immediately effective upon receipt.

- d. This Agreement shall automatically terminate upon the occurrence of any of the following events: (i) the making of a general assignment for the benefit of creditors by a Party; (ii) the filing of a voluntary petition or the commencement of any proceeding by either Party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension; (iii) any involuntary petition or the commencement of any proceeding by or against either Party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension that is not dismissed within ninety (90) days of the date that it was filed or commenced; or (iv) suspension of the transaction of the usual business of either Party for a period in excess of thirty (30) days.
- e. Upon the termination or non-renewal of this Agreement and upon Client's written request, Health Advocate will destroy, without cost to Client, any Confidential Information that was received from Client pursuant to this Agreement in tangible, electronic, or other form, other than signed copies of this Agreement. Notwithstanding the foregoing, Health Advocate may retain one copy for its legal archives of any Confidential Information in its possession subject to any consent provided by or with such Member; if such Member consent does not exist such Member Confidential Information shall be subject to the confidentiality provisions of this Agreement.

3. Fees:

- a. Effective July 1, 2021 through June 30, 2025, Client shall pay Health Advocate **\$0.92** per Employee per month ("PEPM") or **\$11.04** per Employee per Year ("PEPY") for the Services as described herein ("Service Fees").
- b. Effective July 1, 2025 through June 30, 2028, Client shall pay Health Advocate **\$0.95** per Employee per month ("PEPM") or **\$11.40** per Employee per Year ("PEPY") for the Services as described herein ("Service Fees").
- c. EAP includes **one hundred eighty (180)** hours of On Site Critical Incident Stress Debriefing (CISD) or On Site Training Services annually at no additional cost. Additional Training and CISD hours available per the pricing noted in Exhibit "A", Paragraph 5.
- d. If the current broker is no longer the broker of record, Service Fees are subject to change, dependent upon standard fees and/or new broker of record.
- e. Notice of any Service Fee increase will be provided to Client, in writing, at least ninety (90) days prior to the annual anniversary date of this Agreement.
- f. Such Service Fee shall be paid to Health Advocate on a **monthly** basis and shall be received by Health Advocate, on or before the first (1st) day of the month for which Services are to be provided.
- g. This Service Fee is based on a minimum of **15,000** Employee lives during any Term.

- h. This Service Fee includes Health Advocate's standard marketing materials including employee brochures and telephone number wallet cards shipped to a single location for distribution by Client. Other marketing materials will be provided to Client as electronic files in camera-ready format. Additional charges may apply for special requests including, but not limited to the costs associated with travel for employee meetings and/or health fairs; customized or additional educational, promotional, or marketing materials; and/or postage and shipping costs for such additional materials.
- i. All Fees paid hereunder shall be sent with an electronic file compiled by Client containing information reasonably sufficient to permit Health Advocate to reconcile compensation payments in a timely manner.
- j. Upon termination of this Agreement, payments under this section shall cease; however, Health Advocate shall be entitled to any payments due for periods or partial periods that accrued prior to the date of termination for which Health Advocate has not yet been paid.

4. Confidentiality:

- a. The Parties agree to protect the privacy and confidentiality of any and all Member personal and medical information in their possession ("Confidential Information"), abiding by all applicable laws and regulations.
- b. The Parties agree to abide by the Business Associate Agreement, attached hereto as Exhibit "B" and incorporated herein by reference, which contains such terms as are required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the "Privacy Rule"), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") including C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 in effect, or as amended.
- c. Health Advocate will not use any Confidential Information for any purpose other than that for which it is provided nor will Health Advocate sell, transfer or disclose this Confidential Information for its own benefit or the benefit of others.
- d. Health Advocate agrees that it shall notify Client, as soon as practicable, but at least within ten (10) business days, following discovery of any unauthorized use or disclosure of Confidential Information, and will cooperate with Client, as necessary, to remedy such unauthorized use or disclosure by Health Advocate or any third-party and to prevent further unauthorized use.
- e. Neither Party to this Agreement shall use any confidential information, (i.e., information that by its very nature is deemed to be confidential, including confidential business information), of the other Party: (a) for its own benefit or that of any third party; (b) to the Disclosing Party's detriment; or (c) in any manner other than to perform its obligations under this Agreement.

- f. It is essential for Confidential Information, including Protected Health Information, to be maintained after the expiration of this Agreement for regulatory and other business reasons. Accordingly, Health Advocate's obligations of confidentiality with respect to Client's Confidential Information, exchanged during the Term of this Agreement, shall survive any termination or non-renewal of this Agreement.

5. Reports:

Upon request, Health Advocate will provide Client with its standard utilization reports, on an annual basis.

6. Indemnification:

- a. Each Party shall indemnify, defend and hold harmless the other Party, its officers, employees, directors, affiliated companies and agents from and against any and all third party claims, actions demands and lawsuits (together "Claims") against the indemnified Party, and all resulting costs, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit arising out of:
 - i. the indemnifying Party's breach or violation of any representation, warranty or covenant in this Agreement;
 - ii. the violation by a Party, in the performance of its obligations hereunder of any law, statute, rule, regulation or order of a governmental authority; or
 - iii. the indemnifying Party's negligence or willful misconduct.
- b. Client will indemnify Health Advocate for any Claim brought against Health Advocate arising out of, related to or as a result of Health Advocate's compliance with a specific Client direction. Further, Health Advocate shall have no obligation to indemnify Client for any Claim brought against Client arising out of, related to or as a result of Health Advocate's compliance with a specific Client direction.
- c. The obligations of indemnity hereunder are conditioned on the Party seeking indemnification (i) giving the indemnifying Party prompt written notice of any Claim for which indemnification will be sought, (ii) permitting the indemnifying party to assume exclusively the control of the defense and settlement of such Claim, and (iii) providing reasonable assistance and cooperation (at the indemnified Party's expense) in the defense and settlement of such Claim. The indemnified Party may take part in its defense at its own expense after the indemnifying Party assumes the control thereof. The indemnifying Party shall not settle or compromise any indemnified Claim hereunder in a manner that admits fault or liability on the part of the indemnified Party, or requires the indemnified Party to take or forbear from taking any action, unless with the prior written consent of the indemnified Party (such consent not to be unreasonably withheld).

7. General:

- a. Binding Agreement. This Agreement shall be fully binding upon and inure to the benefit of the legal representatives, successors in interest and permitted assigns of the Parties hereto.

- b. Entire Understanding. This Agreement, along with its attachments, constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous arrangements, understandings, negotiations, and discussions of the Parties with respect to the subject matter hereof, whether written or oral; and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.
- c. Amendments to this Agreement. This Agreement may be amended only by the mutual written consent and agreement of the Parties. In addition, upon the enactment of any law or final regulation affecting the use or disclosure of Protected Health Information, or the publication of any definitive decision of a court of the United States or any state relating to any such law or the publication of any definitive interpretive policy or definitive opinion of any governmental agency charged with the enforcement of any such law or regulation, the Parties shall agree to amend this Agreement in such manner as necessary to comply with such law or regulation.
- d. No Third Party Beneficiary. Nothing in this Agreement shall be construed to give any person or entity other than the Parties any legal or equitable claim, right, or remedy; rather this Agreement is intended to be for the sole and exclusive benefit of the Parties.
- e. Assignability. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in the other Party's sole discretion, except that this Agreement may be assigned by either Party without such prior written consent:
 - i. to an affiliate of the assigning Party; or
 - ii. to an entity that merges with or acquires the business or stock of such Party to which this Agreement relates. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns.
- f. Relationship of the Parties. This Agreement does not, nor is it intended to, create a relationship of joint venture, principal and agent or partnership between the Parties. The relationship between the Parties is and shall be that of an independent contractor. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee. Each Party acknowledges that it shall have no authority to obligate or bind the other Party in any way.
- g. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the choice of law doctrine or the conflicts of law principles of any other jurisdiction to the contrary. However, the Parties agree that, at least 45 days prior to initiating any litigation or complaint under this Agreement, they shall hold good faith informal dispute resolution meetings at a mutually agreed upon location.
- h. Dispute Resolution. The Parties agree that in the event of a dispute or alleged breach they will work together in good faith to resolve the matter internally by escalating it to higher levels of management and, if necessary, to use a mutually agreed upon alternative dispute resolution mechanism prior to resorting to litigation.

- i. Limitation of Liability.
 - i. Limitation: NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY FOR EITHER PARTY IS LIMITED TO THREE TIMES THE AMOUNT PAID TO HEALTH ADVOCATE BY CLIENT FOR SERVICES DURING THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
 - ii. Application: THE FOREGOING LIMITS ON LIABILITY WILL APPLY WHETHER THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY AND CONTRACT, EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.
 - iii. Time Limit: No cause of action which accrued more than two (2) years prior to the filing of a suit may be asserted by either Party.
- j. The Health Advocate Trademark. Client recognizes that the "Health Advocate" trademark is the sole and exclusive property of Health Advocate and will take all reasonable and appropriate measures to avoid any actions that would harm such mark. Client is not authorized to prepare or distribute any promotional or descriptive material relating to this Agreement or the Services, other than for identification and/or distribution of promotional and descriptive materials, without the prior written approval of Health Advocate. However, once consent for particular language is granted, as to Client, it need not be requested for the same language, again.

- k. **Notices.** All notices, demands, solicitations of consent or approval and other communications hereunder required or permitted shall be in writing and shall be deemed to have been given when: (i.) personally delivered; (ii.) upon the date documented as being received when sent by facsimile or other electronic transmission; (iii.) five (5) business days after the date when deposited in the United States mail, sent postage prepaid or by registered or certified mail, return receipt requested; or (iv.) upon the date documented as being received when sent by private courier addressed as follows:

For Client:

Name and Title of Person Designated to Receive Notices

State of Nebraska

Full Mailing Address

City, State, Zip

Tel. No.: () -

Fax No.: () -

E-mail:

For Health Advocate:

Brian Harrigan, Chief Sales Officer

Health Advocate, Inc.

3043 Walton Road

Plymouth Meeting, PA 19462

Tel. No.: (610) 397-7398

Fax No.: (610) 825-7776

E-mail: bharrigan@HealthAdvocate.com

Either Party may change its address for the receipt of notices hereunder by giving the other Party notice, as prescribed herein, of that new address.

- l. **Member Awareness.** Client shall engage in ongoing and frequent communication with its employees to promote the Health Advocate Service.
- m. **Non-Solicitation.** During the Initial and any renewal Term of this Agreement and for a period of one (1) year following the date of termination or non-renewal hereof, Client shall not knowingly hire, solicit, or attempt to solicit the services of any current employee of Health Advocate without the prior written consent of Health Advocate. Violation of this provision shall entitle Health Advocate to receive from Client, as liquidated damages, an amount equal to two hundred percent (200%) of the solicited person's annual compensation. This covenant against solicitation shall not be construed to prevent "blind" advertisements or mailings that are directed to the public through the use of newspaper, television, radio or the internet.

- n. Limitation of Authority. Neither Party shall obligate the other Party, nor make, alter or waive any of the terms or conditions of any of the other Party's forms, policies, contracts or advertising materials, except to the extent authorized in writing by the other Party. Neither Party shall hold itself out as an employee, partner or officer of the other Party, nor as an agent of the other Party or in any other manner, or for any other purpose than is set forth in this Agreement.
- o. Survival of Certain Obligations. Any obligations set forth in this Agreement that by their nature should be continuous and survive any termination or non-renewal of this Agreement including, but not limited to, the obligations regarding confidentiality and indemnification shall be continuous and shall survive any termination or non-renewal of this Agreement.
- p. Separability. Each provision of this Agreement shall be considered separable and if any provision or provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- q. No Waiver of Rights, Powers and/or Remedies. The failure or delay of either Party hereto in exercising or enforcing any right, power or remedy under this Agreement, and no course of dealing between the Parties hereto, shall be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- r. Reserved Rights. Health Advocate explicitly reserves the right to discontinue or withdraw from sale, modify, change, or amend any product, program or Service described in this Agreement, if it is determined by Health Advocate, in its sole discretion, to be necessary to do so based, for example, on a change in the legislative or regulatory environment in which Health Advocate operates.
- s. Titles. All section titles or captions contained in this Agreement are for convenience only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof and shall not be deemed part of the text of this Agreement.
- t. Interpretation. The Parties hereto acknowledge and agree that (i) the rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms and provisions of this Agreement; and (ii) the terms and provisions of this Agreement will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- u. Force Majeure. Neither Party hereto shall have any liability for delay or non-fulfillment of any terms of this Agreement caused by any cause not within such Party's reasonable control (but excluding financial inability) such as an act of God, war, riots or civil disturbance, strikes, accident, fire, transportation conditions, labor and/or material shortages, governmental controls, regulations and permits and/or embargoes.

- v. Counterparts. This Agreement may be signed in counterparts, which together will constitute one Agreement.

8. Disclaimer:

Client acknowledges its understanding that Health Advocate provides administrative, informational and referral type services, through its employees. Health Advocate does not provide health insurance or medical services, nor does it recommend treatment. Consequently, all medical services are provided by independent healthcare practitioners, who are not employees or agents of Health Advocate.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Agreement to be signed by their duly authorized representatives.

For State of Nebraska:

Signed: _____

Name: _____

Title: _____

Dated: _____

For Health Advocate, Inc.:

Signed: _____

Name: Brian Harrigan

Title: Chief Sales Officer

Dated: _____

EXHIBIT "A"

IN-PERSON EMPLOYEE ASSISTANCE PROGRAM

Health Advocate will provide its In-Person, Telephonic and Virtual EAP Behavioral Health Services Program to Client's eligible employees and their dependents (collectively "EAP Members"). The Health Advocate EAP Service includes the following features:

- 1. The Health Advocate In-Person, Telephonic and Virtual EAP Behavioral Health Service.**
 - a. A 24-hour Emergency Hot Line;
 - b. Unlimited Telephonic Critical Incident Stress Debriefing Support;
 - c. Professional telephone evaluation and In the Moment Support for the nature and scope of employee personal problems, and referral, if needed, to appropriate professional counseling or other necessary care; this referral, which is offered by Health Advocate, may or may not be utilized by the EAP Member;
 - d. Access to the My Help virtual EAP Behavioral telehealth platform or face to face sessions. Allows user to have access to up to **five (5)** virtual or in-person sessions per issue. Access to confidential chat, telephonic, text or video counseling with a mental health counselor over their computer, laptop, tablet or smartphone with available tech support. My Help platform services are in lieu of an in-person face to face session.
 - e. Case management for in-patient and out-patient treatment;
 - f. Unlimited Telephonic Manager Consultations.
- 2. Access to Health Advocate Telephonic and Web Based Support for Work/Life Services.**
 - a. Childcare: Child Care Centers, Family Child Care Homes, Nanny Agencies, Summer Camps, Babysitter Tips, Community Resources;
 - b. Eldercare: Nursing Homes, Assisted-Living Facilities, Independent Living Facilities, Home Healthcare, Hospice, Respite Care, Geriatric Care Managers, Senior Centers, Adult Day Care Centers, Community Services and Resources;
 - c. Legal: Family Law Issues, Real Estate, Criminal Matters, Estate Planning, Motor Vehicle, Elder Law;
 - d. Financial Wellness: Debt Management, Budgeting, College Funding, Retirement Strategies, Life Insurance Needs;
 - e. Unlimited Telephonic and Web Based Consultation.
- 3. Reporting.** Upon request, annual statistical management reports will be provided to Client showing aggregate EAP activity.
- 4. Employee Awareness.** Client agrees to take reasonable steps to encourage and promote employee awareness and utilization of the EAP Services, including providing periodic program reminders and other related communications and reinforcement of the availability of these Services.
- 5. On Site Services.** On Site Services are available for managers and employees at a rate of \$250.00 per direct service hour for Workshops and Seminars and \$275.00 per hour for Critical Incident Stress Debriefing (CISD). Additional fees will apply for sites located outside of the continental United States. Travel and expenses are not included.

EXHIBIT "B"

BUSINESS ASSOCIATE AGREEMENT

The Parties hereby agree as follows:

1. Definitions:

- a. *General Definitions.* Terms used but not otherwise defined in this Agreement, shall have the same meaning as those terms as set forth in the HIPAA Regulations, as defined below.
- b. *Specific Definitions.*
 - (i) "Business Associate" shall mean Health Advocate, Inc. or any of its affiliated entities.
 - (ii) "Breach" shall have the same meaning given to such term in 45 C.F.R. § 164.402.
 - (iii) "Covered Entity" shall mean all group health plans of Client and its Affiliates for which Business Associate provides services to or on behalf of, individually and/or collectively.
 - (iv) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended from time to time and its implementing regulations (45 C.F.R. Parts 160-64) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), that are applicable to business associates, along with any guidance and/or regulations issued by DHHS, in effect or as amended.
 - (v) "HIPAA Regulations" shall mean the regulations issued by the U.S. Department of Health and Human Services Office for Civil Rights with respect to HIPAA privacy, security, and enforcement, as set forth in 45 CFR Parts 160 and 164, in effect or as amended.
 - (vi) "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - (vii) "Protected Health Information" and electronic Protected Health Information (together "PHI") shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Client, in connection with the performance of the Services provided pursuant to the Plan Sponsor or Services Agreement entered into by and between Business Associate and Client, to which this BAA relates. PHI does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the Privacy Rule.

- (viii) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (ix) "Security Incident" shall have the same meaning given to such term in 45 C.F.R. § 164.304, but shall not include (i) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate; and (ii) immaterial incidents that occur on a routine basis, such as general "pinging" or "denials of service."
- (x) "Security Rule" shall mean the Standards for Securing PHI and ePHI as required by 45 CFR §164.302-164.318.
- (xi) "Unsecured protected health information" refers to PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of Encryption or destruction.
- (xii) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

2. Obligations and Activities of Business Associate:

- a. Business Associate shall not use or further disclose PHI other than as permitted or required pursuant to the underlying Health Advocate Services Agreement and any Addendum thereto, by this BAA, as Required or permitted by Law, or as directed by the Client.
- b. Unless otherwise limited, in addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Business Associate may, use the PHI in its possession for the proper management and administration and to fulfill any legal responsibilities of the Business associate, de-identify any and all PHI created or received by it under this Agreement: provided that the de-identification conforms to the requirements of the Privacy Rule, and may aggregate the PHI with that of other covered entities for the purpose of providing Client with data analyses relating to the Health Care Operations of Client ; however, notwithstanding the foregoing Business Associate may not disclose the PHI of one client or covered entity to another of the clients or covered entities involved.
- c. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI as provided for by this BAA.
- d. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- e. Business Associate shall report to the Client any Breach or Security Incident of Unsecured PHI of which it becomes aware within ten (10) business days. Business Associate's report shall include all information indicated in 45 CFR § 164.410(c).

- f. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. To the extent that Company provides Electronic Protected Health Information to any agent or subcontractor, it will require the agent or subcontractor to implement reasonable safeguards to protect the Electronic Protected Health Information consistent with the terms of this Agreement.
- g. Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- h. Business Associate shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Client available to the Client, or at the request of the Client, to the Secretary in the time and manner designated by the Client or the Secretary, for purposes of the Secretary determining Client's compliance with the HIPAA Regulations.
- i. Business Associate shall provide to Client or an Individual an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, in the time and manner designated by Client.
- j. Business Associate shall retain all documentation indicated in 45 CFR § 164.530(j)(1) for the retention period in accordance with 45 CFR § 164.530(j)(2).
- k. Business Associate shall determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR §§ 164.502(b) and 164.514(d).
- l. To ensure compliance with the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164 Subpart C, Business Associate shall:
 - (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Client;
 - (ii) ensure that any agent, including a subcontractor, to whom Business Associate provides such electronic PHI agrees to enter into an Agreement with terms consistent with or substantially similar to those enumerated herein;
 - (iii) ensure that any agent, including a subcontractor, to whom Business Associate provides PHI shall implement reasonable and appropriate safeguards to protect it;
 - (iv) report immediately to the Client any successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI or interference with system operations in an information system of which Business Associate becomes aware; and

- (v) report to the Client the aggregate number of unauthorized access, use, disclosure, modification, or destruction of electronic PHI, or interference with system operations in an information system of which Business Associate becomes aware, no later than thirty (30) calendar days after discovery of the attempt(s).
- m. Business Associate shall comply with all security and privacy provisions of 45 CFR Part 164, and the requirements of 45 CFR § 164.504(e)(1)(ii), and shall further comply with §13401 of the American Recovery and Reinvestment Act of 2009.

3. Permitted or Required Uses and Disclosures by Business Associate:

- a. *General Use and Disclosure.* Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Client as specified in the underlying Agreement, provided that such use or disclosure of PHI would not violate the Privacy Rule, including the Minimum Necessary requirement.
- b. *Additional Use and Disclosure.*
 - (i) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate's business or to carry out the legal responsibilities of the Business Associate consistent with the provisions of 45 CFR § 164.504(e)(4)(i) and (ii). Business Associate may only disclose PHI for such purposes if:
 - 1) such disclosures are Required by Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (ii) Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Client as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - (iii) Business Associate may use or disclose PHI to the extent and for purposes authorized by an Individual.
 - (iv) Business Associate may use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 CFR § 164.502(j)(1).
 - (v) Business Associate must share PHI with Client for permitted purposes, such as for audits performed by or on behalf of Client.

4. Obligations of Client:

- a. Client shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose PHI, if such changes affect Business Associate's uses or disclosures of PHI.
- b. Client shall notify Business Associate of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 CFR § 164.522, if such changes affect Business Associate's uses or disclosures of PHI.
- c. In the event that Client requires Business Associate to share, receive or disclose PHI to another vendor for purposes of fulfilling its obligations pursuant to the Health Advocate Services Agreement, Client agrees to assist Business Associate in obtaining a confidentiality agreement with such vendor.

5. Permissible Requests by Client: Client shall not request, Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Client, except as provided in Sections 3 (b)(i) and (ii) of this BAA.

6. Term and Termination:

- a. *Term.* The Terms and Conditions set forth in this Business Associate Agreement shall commence as of the Effective Date of the Plan Sponsor Agreement or Services Agreement, as the case may be, to which this Business Associate Agreement relates and shall terminate when all of the PHI provided by or on behalf of Client to Business Associate, or created or received by Business Associate on behalf of Client, is destroyed or returned to Client, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with paragraph c of this Section 6.
- b. *Termination for Cause.* Upon Client's knowledge of a material breach by Business Associate of a provision of this BAA, Client shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Client, or if Business Associate has breached a material term of this Agreement and cure is not possible, Client may terminate Business Associate's services upon written notice to Business Associate.
- c. *Effect of Termination.*
 - (i) Except as provided in paragraph (c)(ii) of this Section 6, upon cancellation of Business Associate's services or termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from Client, or created or received by Business Associate on behalf of Client. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

- (ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of the Agreement to such PHI and shall limit further use or disclosure of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
- (iii) Notwithstanding the expiration, cancellation or termination of Business Associate's services or this BAA, Business Associate shall retain all required documentation for the retention period as set forth in Section 2(j) of this Agreement.

7. Miscellaneous:

- a. *Regulatory References.* A reference in this BAA to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
- b. *No Third Party Beneficiary.* This BAA is intended for the sole benefit of Business Associate and Client. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever, except to the extent that the HIPAA Regulations validly requires the Secretary or any other person to be a third party beneficiary to this Agreement.
- c. *Interpretation.*
 - (i) Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits Client to comply with the HIPAA Regulations.
 - (ii) In the event of an inconsistency between the provisions of this Agreement and the HIPAA Regulations, as may be amended from time to time, as a result of interpretation by HHS, a court of competent jurisdiction, or another regulatory agency with authority to enforce HIPAA, the interpretation of HHS, or such court or other regulatory agency shall prevail.
 - (iii) In the event provisions of this Agreement differ from those mandated by the HIPAA Regulations but are nonetheless permitted by the HIPAA Regulations, the provisions of this Agreement shall control.