

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.53
(ID # 12889)

MEETING DATE:

Tuesday, June 30, 2020

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approve the Agreements with PRISM and Talkspace Network LLC for one year in the total annual amount of \$976,800 with the option to renew for two additional one year periods; All Districts [Total cost \$2,930,400] 100% Human Resources Core Services Rate.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement with CSAC Excess Insurance Authority (PRISM) for employee assistance program services through June 30, 2021 for an annual amount of \$448,800 with the option to renew for two additional one-year periods;
2. Approve the Letter Agreement with TalkSpace Network LLC, for online mental health services through June 30, 2021 for an annual amount of \$528,000 with the option to renew for two additional one-year periods;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of the agreements including modifications of the statements of work that stay within the intent of the Agreements.
4. Direct the Clerk of the Board to return three original copies each of the signed executed contracts to Human Resources.

ACTION:




Brenda Dieferichs, Assistant CEO / Human Resources Director

6/27/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 30, 2020
xc: HR, Purchasing

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|---------------------------------------|---------------------|
| COST | \$0 | \$976,800 | \$2,930,400 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: 100% Human Resources Core Services Rate | | | Budget Adjustment: No | |
| | | | For Fiscal Year: FY20/21-22/23 | |

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary

The Human Resources Department studied all its programs and services during the FY20-21 budget process to find opportunities for cost savings, service improvements, or both. The Employee Assistance Services (EAS) and Culture of Health (COH) programs were identified as areas where both savings and improvements could be realized for FY20-21 and forward.

The current EAS and COH programs are both administered in-house by a total of 14 County employees and a cost of \$2.35M annually, which includes the cost of staffing, technology support, supplies and services, utilities and leased space. EAS provides confidential counseling services to employees and their family members at two office locations, one in downtown Riverside and one in Indio. In addition to counseling services, EAS also offers life coaching, supervisor/manager support, and stress reduction activities. COH offers resources to focus on employees' social, physical, financial, community, and career well-being through activities such as Farmers Markets, Health Challenges, and online/media-based resources.

Both EAS and COH and their staff have offered high-quality services and support to County employees within the scope and reach of their programs. However, government agencies almost never administer these types of programs in-house and generally contract with outside vendors in order to provide the widest network of support and greatest variety and availability of wellness services to their employees. Human Resources has determined that by contracting with outside providers who specialize in employee wellness and can utilize economies of scale in providing their services, County employees will enjoy a substantial increase in the number, type, and availability of wellness services and benefits for themselves, their dependents, and their household members. In addition, the County will save \$1.3M annually on the cost of providing these services, which will be reflected in lower ISF rates to all departments for Human Resources Core Services.

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ANTHEM EAP

Public Risk Innovation, Solutions, and Management (PRISM), formerly known as California State Association of Counties Excess Insurance Authority (CSAC EIA), is a member-directed risk sharing pool of public agencies committed to providing risk coverage programs and risk management services, which drive member stability, efficiency, and best practices. Since inception in 1979, PRISM's membership has expanded to include 95% of the counties in California, over 65% of the cities, and numerous school districts, special districts, housing authorities, fire districts, and other Joint Powers Authorities.

PRISM offers an Employee Assistance Program (EAP) through Anthem which currently covers approximately 47,000 employee lives through 130 member groups. An EAP helps to improve productivity and employee engagement, reduce workplace absenteeism and unplanned absences, and aids in managing the effect of critical events in the workplace. Anthem has been providing robust and comprehensive EAP and work-life services combined with superior clinical expertise and account management for more than 35 years to thousands of employers (large and small, public and private, domestic and international) and serving millions of their employees and family members.

Anthem's philosophy is guided by the knowledge that an integrated approach to care is the most effective way to help an individual, and their goal is to create and deliver high quality services that address physical and emotional well-being. With access to an extensive network of licensed professionals, Anthem EAP offers a broad array of services to assist members with life's challenges, including personal, legal, financial, and dependent and elder care needs.

The EAP is available 24/7 by phone or website, providing confidential access to customer care specialists and licensed clinicians at any time. Help is just a call or click away. In addition to helping members, Anthem EAP offers employer services that strengthen the organization's response to workplace issues, and a robust suite of services to help members handle life's challenges, big or small. EAP services include:

- A designated EAP Client Consultant
- EAP utilization reporting to Client
- 24/7 telephone accessibility for consultation and referrals within a national network of Masters-level clinicians. Anthem remains on the line with members presenting with emergent concerns until their safety is assured by onsite emergency personnel such as 911 and their immediate clinical concerns are addressed.
- Members presenting with urgent needs are expected to be seen within 48 - 72 hours, while Members presenting with routine needs are expected to be seen within three to

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five business days. Members are matched with a clinician with expertise in their area of concern and according to other special requests.

- Face-to-face counseling sessions; online video counseling. Visits offered per issue per year for employees and household members.
- Work-Life services, including child and elder care resources.
- Unlimited access to the EAP website for tools, information and referrals.
- Website access to provider network for routine referrals.
- One legal consultation, up to 30 minutes per issue per benefit year.
- Telephone financial consultations, Identity monitoring.
- myStrength: an online and mobile app to help manage stress, depression and other concerns.
- Case management consultation for mandatory referrals and return-to-work cases.
- On-site training seminars including supervisor orientations.
- Critical Incident Response (CIR) coordination to help employees cope after a traumatic event in the workplace.
- Bi-directional referrals with Anthem care management teams and other services.
- EAP trainings with topics for Managers as well as Employees.
- Management consultation and referral services.
- Services to address employee workplace/work performance issues.
- Regular electronic distribution of emotional wellbeing tips to a primary contact for distribution to employees.

Human Resources will support a seamless transition from County EAS to Anthem EAP by offering services via County Behavioral Health should existing EAS clients require additional care during the transition period.

TALKSPACE

Talkspace is a fully integrated, HIPAA certified, technological platform with a national network of providers trained to use the platform as their "Digital Therapy Office." The platform is equipped with tools for training, education, client progress tracking, extensive data science research tools for better diagnosis and client progress; data storage of client transcripts and provider notes storage. Talkspace has a fully functioning national network across the United States who deliver messaging-based therapy for a variety of behavioral conditions.

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Talkspace is messaging-based therapy conducted through a proprietary app via asynchronous communication. Individuals can message their dedicated therapist via text, audio or video, as often as they wish, anytime of the day or night, 7 days a week; their therapist engages daily, 5 days per week (based on therapist's chosen schedule, not simply Monday through Friday). The Talkspace app is completely confidential, HIPAA compliant, secure and clinically proven. Individuals can access the app via smartphone, computer or tablet. Live video sessions are also available on request as a premium and/or self-pay option.

Talkspace is not appointment based (excluding live video) as therapy is conducted via asynchronous communication thus eliminating the significant barrier of scheduling and commuting to a recurring therapy appointment which prevents people from accessing care. The therapist and individual may engage once per day, or they may exchange multiple messages.

The Talkspace platform provides behavioral health therapy and emotional wellness support, with a vetted, trained network of thousands of master's level and higher, experienced, licensed and insured therapists. Talkspace works with everyday emotional wellness needs like relationship issues and workplace stress, as well as diagnoses such as depression, anxiety, PTSD, substance use disorders, and most other behavioral health conditions.

In addition, Talkspace tracks and measures the therapeutic bond between therapist and user, knowing this is a key indicator of the likelihood of success of therapy, using the Working Alliance Inventory (WAI). Talkspace also began tracking the impact on workplace productivity, presenteeism and reduced absenteeism using the Workplace Outcomes Suite (WOS) beginning in 2019. User satisfaction and feedback is also captured.

ALLIANT WELLNESS

Alliant's approach to Employee Health includes the 5 drivers of well-being: Physical Health, Emotional Health, Financial Security, Job Satisfaction, and Social Connectedness.

Alliant will provide all of the following to build a Health and Productivity Wellness program for Riverside County employees: Dedicated Wellness Director, customized program build-out, physical health engagement, employee engagement strategies, employee training and webinars, nutrition education, communication campaigns, and mental health services through EAP partnership.

Impact on Residents and Businesses

There will be no impact on residents or businesses.

Additional Fiscal Information

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Anthem EAP, Talkspace, and Alliant Wellness will be made available to all County employees as part of the benefits offered via Human Resources, and the cost will be fully recovered from Departments via the Human Resources Core Services ISF Rate.

Anthem EAP is being offered to the County at a cost of \$1.70 per employee per month. Estimating a total employee population of 22,000, the annual cost for this contract is \$448,800. The contract is renewable for two additional years with fixed pricing throughout the duration of the contract.

Talkspace is being offered to County of Riverside at a price of \$2 per employee per month. With an estimated employee population of 22,000, that equals \$44K per month, \$528K per year. The contract is renewable for two additional years with fixed pricing through the duration of the agreement.

Alliant Wellness is being offered to the County of Riverside at a price of \$49K annually, which represents a deep cost savings to continued Wellness services. The contract with Alliant has been reviewed and approved by Central Purchasing as a single-source procurement.

The County's current Employee Assistance Services and Culture of Health programs have a combined total annual cost of \$2.35M annually. None of the existing programs offer all the services and benefits available with Anthem EAP, Talkspace, and Alliant Wellness. Human Resources will be implementing Anthem EAP for \$448,800, along with TalkSpace for \$528,000 and Alliant Wellness for \$49,000, for a total annual cost of \$1.026M which represents annual savings of \$(1.32M).

The 14 County positions currently performing EAS and COH services will be laid off as a result of this change. Wherever possible, the employees filling those positions will be placed in open vacant funded positions of the same classification or will be placed in existing positions according to seniority rights.

Contract History and Price Reasonableness

Riverside County is a member county of the Joint Powers Agreement creating the California State Association of Counties Excess Insurance Authority (CSAC-EIA), now known as Public Risk Innovation, Solutions, and Management (PRISM). PRISM has major programs for core insurance coverages, which the Joint Powers Authority allows public agencies to purchase insurance programs and services from. These programs and services are vetted by PRISM's procurement process and approved by their Executive Committee.

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As part of their procurement process, Alliant conducted a bid on behalf of PRISM for an Employee Assistance Program (EAP) in June 2019. Based on the evaluation of four responsive bid proposals, Alliant determined Anthem to be the most responsive bidder with the most competitive pricing offered for the EAP program.

Alliant also conducted a bid on behalf of City of Irvine for digital message-based therapy. Three bidders were found to be responsive with costs ranging from \$3.50 per employee per month to \$17.06 per employee per month with Talkspace providing the lowest cost to the City of Irvine. Talkspace has lowered this cost to \$2.00 per employee per month for Riverside County. Human Resources is requesting to piggy-back off City of Irvine's bid process and leverage the additional discount offered by Talkspace.

ATTACHMENTS:

ATTACHMENT A: Professional Services Agreement for Employee Assistance Program Services Between County of Riverside and PRISM.

ATTACHMENT B: Professional Services Agreement for Mental Health and Wellness Services Between County of Riverside and Talkspace.


Teresa Summers, Director of Purchasing 6/25/2020


Megan Gomez, Assistant 6/22/2020


Alisa Young, Executive Assistant County Counsel 6/25/2020

TALKSPACE NETWORK LLC & COUNTY OF RIVERSIDE LETTER AGREEMENT

This Letter Agreement ("Agreement") for online mental health services is made and entered into by and between County of Riverside on behalf of itself and any affiliate entities ("Riverside"), and Talkspace Network LLC, a Delaware Limited Liability Company (DBA "Talkspace") (together called "the Parties") effective as of June 30, 2020 (the "Effective Date" signed) with a projected launch date of July 1, 2020.

Talkspace hereby grants a limited, revocable, non-transferable and non-exclusive license to use the Talkspace proprietary Platform and Talkspace Services through a unique URL and co-branded landing page using a unique Keyword configured according to the Talkspace guidelines and approval, and, in accordance with the terms of this Agreement. Eligible Employees are those who are employed by Riverside (and dependents 13 years of age and older) and register as clients on Talkspace and agree to the current Talkspace Terms of Use and Privacy Policy Agreements. Talkspace matches each Eligible Employee to a licensed Behavioral Health Practitioner to provide the Services which will be rendered in compliance with applicable laws. Riverside will provide Talkspace population information using the Talkspace standard file format via a single, secure, HIPAA compliant box.com folder or as otherwise agreed to set up the Eligible Employee list.

Talkspace Rapid Implementation Services: The three-month (3-Month) package provides Talkspace Unlimited Messaging Therapy™ for up to three-months (3-months) which Eligible Employees can access any time during the Agreement term.

Payment: The Parties agree to implement a "Per Employee Per Month" (PEPM) payment plan to all Riverside Eligible Employees at a cost of and Two Dollars and Zero Cents (\$2.00) PEPM which is charged every fifteenth day of the following month based on the prior billing month's Eligible Employee count sent by the 20th day of that month.

Talkspace reserves the right to reconcile and charge retroactively for any uncharged usage. Talkspace will invoice Riverside by electronic monthly invoice. Riverside agrees to pay Talkspace within thirty (30) days after receipt of the invoice. Riverside shall have the right to reasonably, and in good faith, dispute any invoice or any portion of any invoice claimed by Talkspace as due and payable provided that Riverside timely pays any undisputed portion of the amount, due and payable.

Program Support Services: Talkspace will provide its standard Security White Paper and template security questionnaire but will not complete custom security questionnaires or third party security requests under this plan.

Talkspace will provide Riverside with a monthly report of registered users and on a quarterly and annual basis will provide our standard metrics (utilization, diagnosis, outcomes, satisfaction and more) so that the Parties can better understand the actual usage of the Talkspace. All data provided by Talkspace is de-identified and anonymous. Talkspace will not provide custom reporting under this Agreement.

Talkspace will provide an email template to assist Riverside with launch and program communication as well as access to the Talkspace communications portal for self-service content needs. Custom communications are not included under this Agreement. Talkspace will also provide Riverside with current COVID-19 tele-mental health awareness news as it becomes available.

Miscellaneous: During the term of this Agreement, Talkspace shall maintain general liability, professional liability, cyber security and workers' compensation insurance, as outlined below. All Talkspace Behavioral Health Practitioner Consultants are required to carry sufficient malpractice insurance at a minimum of \$1,000,000 per occurrence and \$3,000,000 aggregate, which is verified as part of their Platform Network credentialing process.

Form of insurance coverage:

Limits:

Commercial General Liability covering all operations including products and completed operations, including personal and advertising injury and contractual liability

\$1,000,000 per occurrence/\$3,000,000 aggregate for bodily injury, personal and advertising injury, and property damage

Workers' Compensation

Statutory

Employers Liability

Each Accident Limit: \$1,000,000

Disease Policy Limit: \$1,000,000

Disease Each Employee: \$1,000,000

Network Security and Privacy (Cyber) Liability insurance - coverage for any theft, loss, or unauthorized disclosure of data where the data is in the care, custody or control of Service Provider, or its other third-party service providers and subcontractors, resulting from the failure of computer security to prevent a data breach for data stored on computer systems. Coverage to include Communications and Media Liability, Security Breach Notification and Remediation Expenses and Regulatory Actions \$1,000,000 per claim/\$5,000,000 aggregate

Umbrella liability insurance

\$2,000,000 per occurrence/\$2,000,000 policy aggregate


As allowed by law, each party (the "Indemnifying Party") agrees to defend and indemnify the other party, its affiliates and their respective officers, directors and employees (the "Indemnified Party") from any third-party claims, losses, damages, liabilities, or expenses (including court costs and reasonable attorneys' fees) arising out of or resulting from the negligence or willful misconduct of the Indemnifying Party or from the 1) breach of this Agreement by the Indemnifying Party or its officers, directors, employees, or agents, or 2) a third-party claim against the Company alleging that the services, Talkspace or its employees infringe, violate or misappropriate any patent, trade secret, copyright or other intellectual property rights; and 3) Data Breach.

The Parties acknowledge and agree that they are Independent Contractors to each other. The Parties each retain the right to control the use of its Intellectual Property including, but not limited to proprietary software, name, symbols, trademarks, and service marks presently existing or later established. Riverside shall only use and disclose protected health information as authorized by Federal or applicable State laws, including to Talkspace. Talkspace agrees to abide by all HIPAA and 42 CFR Part 2 regulations.

Any press release or announcements of this collaborative agreement shall be subject to the prior reasonable written approval of both parties.

This Agreement will be governed in all respects by the laws of California without regard to its choice-of-law provisions such that California law will apply and govern in all respects as to all issues and disputes. Venue will take place in the home state of the claiming Party.

Either Party may terminate this Agreement for cause (defined as a material breach of this Agreement), at any time, after providing ten (10) calendar days advance written notice to the other Party. This Agreement will commence at the "Effective Date" above and extend for one year until June 30, 2021 (the "Initial Period") with the option to renew two additional years. Contract and services will be reviewed, renewal presented timely based on provided information, utilization and negotiations. They County reserves the right to renew or terminate services at that time. After the completion of, or during, the Initial Period, both Parties may agree to engage in negotiations with regard to a full Platform Services Agreement to continue the Talkspace Unlimited Messaging Therapy™ services program.

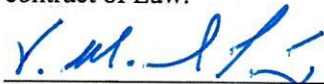

Talkspace confirms this Letter Agreement

Talkspace Authorized Signatory

John C Reilly as General Counsel

Print Name

Riverside Agrees and Accepts this Rapid Implementation Letter Agreement with the full force of a binding contract of Law.



Riverside Authorized Signatory

V. MANUEL PEREZ

Print Name

ATTEST:

KECIA R. HARPER, Clerk

By 

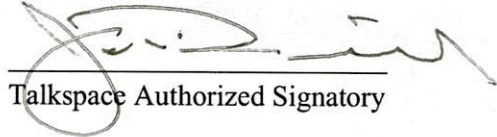
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 6-25-20
SYNTHIA M. GUNZEL DATE

Either Party may terminate this Agreement for cause (defined as a material breach of this Agreement), at any time, after providing ten (10) calendar days advance written notice to the other Party. This Agreement will commence at the "Effective Date" above and extend for one year until June 30, 2021 (the "Initial Period"). After the completion of, or during, the Initial Period, both Parties may agree to engage in negotiations with regard to a full Platform Services Agreement to continue the Talkspace Unlimited Messaging Therapy™ services program.

Talkspace confirms this Letter Agreement



Talkspace Authorized Signatory

John C. Reilly as General Counsel

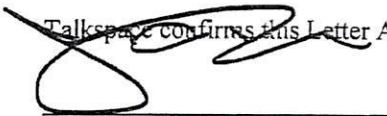
Print Name

Riverside Agrees and Accepts this Rapid Implementation Letter Agreement with the full force of a binding contract of Law.

Riverside Authorized Signatory

Print Name

Either Party may terminate this Agreement for cause (defined as a material breach of this Agreement), at any time, after providing ten (10) calendar days advance written notice to the other Party. This Agreement will commence at the "Effective Date" above and extend for one year until June 30, 2021 (the "Initial Period") with the option to renew two additional years. Contract and services will be reviewed, renewal presented timely based on provided information, utilization and negotiations. They County reserves the right to renew or terminate services at that time. After the completion of, or during, the Initial Period, both Parties may agree to engage in negotiations with regard to a full Platform Services Agreement to continue the Talkspace Unlimited Messaging Therapy™ services program.


Talkspace confirms this Letter Agreement

Talkspace Authorized Signatory

John C Reilly as General Counsel

Print Name

Riverside Agrees and Accepts this Rapid Implementation Letter Agreement with the full force of a binding contract of Law.

Riverside Authorized Signatory

Print Name

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 6-25-20
SYNTHIA M. GUNZEL DATE

**AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE AND PUBLIC RISK
INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM),
FORMERLY CSAC EXCESS INSURANCE AUTHORITY
(CSAC EIA)
FOR EMPLOYEE ASSISTANCE PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of July, 2020 by and between the County of Riverside, a municipal county ("COUNTY"), and Public Risk Innovation, Solutions, and Management a California joint powers authority ("PRISM"); and

WITNESSETH:

WHEREAS, COUNTY desires to participate in an Employee Assistance Program ("EAP") offered by PRISM through a third party contractor, Anthem Blue Cross (ANTHEM); and

WHEREAS, COUNTY is a member of PRISM and has executed the PRISM Joint Powers Agreement, COUNTY is eligible to participate in the EAP offered by PRISM through ANTHEM pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. COUNTY shall receive from ANTHEM the services described in Exhibit "A," attached hereto and incorporated herein by this reference. PRISM shall invoice COUNTY quarterly for these services a fee equal to \$1.70 per regular employee per month.
2. COUNTY shall be eligible to participate in the EAP offered by PRISM through ANTHEM through June 30, 2021, with the option to renew for two additional years. Thereafter, COUNTY has the option to extend this Agreement annually.
3. Participation by COUNTY in the PRISM EAP shall not confer upon COUNTY any rights, duties or obligations which may otherwise arise with respect to membership in PRISM.

IN WITNESS WHEREOF, the County of Riverside a municipal county has authorized the execution of this Agreement by the undersigned party as listed below.

COUNTY OF RIVERSIDE,
a municipal county

CSAC EXCESS INSURANC
AUTHORITY, a California Joint
Powers Authority / PRISM

BY: *V. M. Perez*

BY: *Sidney DiDomenico*

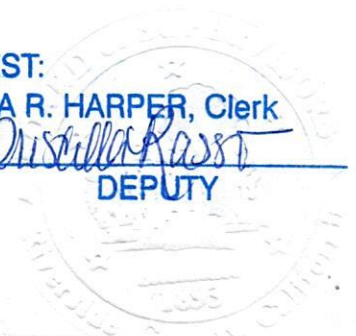
Name: V. MANUEL PEREZ

Name: Sidney DiDomenico

Title: CHAIRMAN, BOARD OF SUPERVISORS

Title: Director of Employee Benefits

ATTEST:
KECIA R. HARPER, Clerk
By *Priscilla Kassar*
DEPUTY




FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 6-25-2020
SYNTHIA M. GUNZEL DATE

IN WITNESS WHEREOF, the County of Riverside a municipal county has authorized the execution of this Agreement by the undersigned party as listed below.

COUNTY OF RIVERSIDE,
a municipal county

PUBLIC RISK INNOVATION,
SOLUTIONS, AND MANAGEMENT
a California Joint Powers Authority,
PRISM

BY: _____

BY: 

Name: _____

Name: SIDNEY DiDOMENICO

Title: _____

Title: Director, Employee Benefits

ATTEST:
KECIA R. HARPER, Clerk

By _____
DEPUTY

IN WITNESS WHEREOF, the County of Riverside a municipal county has authorized the execution of this Agreement by the undersigned party as listed below.

COUNTY OF RIVERSIDE,
a municipal county

CSAC EXCESS INSURANC
AUTHORITY, a California Joint
Powers Authority / PRISM

BY: _____

BY: 

Name: _____

Name: Sidney DiDomenico

Title: _____

Title: Director of Employee Benefits

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 6-25-2020
SYNTHIA M. GUNZEL DATE

EXHIBIT A
SCHEDULE OF SERVICES

| Service Description | Details |
|--|--|
| Toll-free 24/7 telephone consultation and referral | Included |
| Counseling visits, face-to-face or online via LiveHealth Online, per employee / household member per issue | 6 Visits |
| Legal / Financial consultations | Included |
| Identity monitoring | Included |
| Child and Elder care resources | Online self-search Consultation with a work/life specialist |
| Convenience services | Online self-search Consultation with a work/life specialist |
| EAP website resources | Included |
| myStrength | Included |
| Supervisor / Employee trainings | 180 hours, per year |
| Critical Incident Response (CIR) coordination | 100 hours, per year |
| Substance abuse policy consultation | Included |
| EAP promotional materials – posters, fliers, brochures | Included |
| Utilization reports (to employer) | Quarterly |
| Designated EAP Client Consultant | Included |