



RISK MANAGEMENT DEPARTMENT

Fort Bend County, Texas

Wyatt O. Scott
Director

Phone: 281-341-8630
Fax: 281-341-3751

TO: Gilbert Jalomo
Purchasing Agent

FROM: Wyatt Scott
Director of Risk Management

DATE: September 19, 2016

SUBJECT: 2017 Benefit Vendor Agreement Renewals

The following benefit vendors have offered to continue their services for the 2017 benefit year with no increases in rates or administration fees:

- Deer Oaks for EAP Services
- Unum for Long Term Disability

Unum has also offered to renew the Basic Life/AD&D (provided by the County) at a reduced rate. Life rate per \$1000 of volume is reducing from \$0.14 to \$0.13. Voluntary Life/AD & D and Long Term Care are also being offered at reduced rates (please see Unum letter attached).

Risk Management recommends renewing all of the proposed benefits.

Please submit these renewals to Commissioners Court for approval.

Thank you,

A handwritten signature in black ink, appearing to be "Wyatt Scott", written over a horizontal line.

Wyatt Scott
Director of Risk Management

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2016-95827

Date Filed:
 08/08/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Unum Life Insurance Company of America
 Portland, ME United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

931260/951096*, 22814/22136**

*Group Life & Accidental Death & Dismemberment Insurance, **Group Long Term Disability Insurance, **Group Long Term Care Insurance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	**Gallagher Braniff Inc.	Houston, TX United States		X
	*Gallagher Benefit Services, Inc.	Houston, TX United States		X

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Karan A Bailey
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Karan Bailey, this the 8th day of August, 2016, to certify which, witness my hand and seal of office.

Jennifer L. Rand
 Signature of officer administering oath

JENNIFER LYNN RAND
 NOTARY PUBLIC
 STATE OF MAINE
 MY COMM. EXP. OCTOBER 18, 2018
 Printed name of officer administering oath

Notary
 Title of officer administering oath



842 West Sam Houston Parkway North
Suite 325
Houston, Texas 77024

September 21, 2016

Mr. Wyatt Scott
Director of Risk Management
Fort Bend County
301 Jackson Street, Suite 224
Richmond, TX 77469

Re: Long Term Disability #022814, Basic Life/AD&D #951096, Voluntary Life/Voluntary AD&D #931260, Long Term Care #022136

Dear Wyatt,

This letter is to advise the change in rates should you choose to change the commission on policies 951096, 931260 and 022136 from flat 15% to flat 10%. Below are the current rates and alternate rates for the Basic Life and Voluntary Life coverages:

	Current rates--Flat 15% commission	Rates with Flat 10% commission
Voluntary Life Rates per \$10,000		
Age		
0-29	\$0.67	\$0.64
30-34	\$0.92	\$0.87
35-39	\$1.17	\$1.11
40-44	\$1.49	\$1.42
45-49	\$2.25	\$2.14
50-54	\$3.91	\$3.71
55-59	\$6.89	\$6.55
60-64	\$8.80	\$8.36
65 and over	\$15.88	\$15.09
Child life	\$1.49	\$1.42
Basic life rate per \$1,000	\$0.14	\$0.13

The Long Term Care rates attached reflect lower rates with a 10% commission. There would be no change to the current AD&D rates (Voluntary \$.20/\$10,000, Basic \$.02/\$1,000) as they are not impacted by commission. The Long Term Disability rate (\$.18/\$100 CP) is currently based on flat 10% commission, so this would not be adjusted.

If you would like to change the commission, please have the attached Single Case Commission Amendments signed by both Fort Bend County and Gallagher and return them to me.

Please let me know if you have any questions.

Regards,

Joy Horvath

Joy Horvath
National Client Manager
cc: Gallagher Benefit Services, Inc. of Houston



SINGLE CASE COMMISSION AMENDMENT

SECTION 1: POLICY INFORMATION

EFFECTIVE DATE OF THIS AMENDMENT: 01 / 01 / 2017

POLICY NUMBER: 022136

ADDITIONAL POLICY NUMBER (IF REQUIRED):

POLICYHOLDER NAME: F o r t B e n d C o u n t y

UNUM FIELD OFFICE: H O U S T O N

UNUM SALES REP NAME AND NUMBER: A A R O N S H I S L E R - 5 2 6 5 7 3

BENEFIT ADMINISTRATION PROVIDER INVOLVED YES NO

REENROLLMENT YES NO

SECTION 2: COMMISSIONABLE ENTITY - NON-STANDARD SCHEDULE(S)

Record the agreed to commission rates and product descriptions for each commissionable entity receiving non-standard compensation schedules. If an existing non-standard schedule is changing to a standard rate, note "standard" in the applicable box.

BROKER/ENTITY #1 WITH NON-STANDARD COMMISSION SCHEDULE

BROKER/ENTITY #1 NAME	BROKER/ENTITY NUMBER	PREMIUM SPLIT % ⁽¹⁾	PRODUCT ⁽²⁾		PRODUCT ⁽²⁾		PRODUCT ⁽²⁾		PRODUCT ⁽²⁾		APPLY SUPP. COMP ⁽³⁾
			YEAR	RATE %	YEAR	RATE %	YEAR	RATE %	YEAR	RATE %	
Gallagher Benefits	525938	100	LTC		PERPETUAL	10	PERPETUAL		PERPETUAL		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
			OR		OR		OR		OR		
			YR 1		YR 1		YR 1		YR 1		
			YR 2-3		YR 2-3		YR 2-3		YR 2-3		
			YR 4-5		YR 4-5		YR 4-5		YR 4-5		
			YR 6-10		YR 6-10		YR 6-10		YR 6-10		
				YR 11+		YR 11+		YR 11+			

BROKER/ENTITY #2 WITH NON-STANDARD COMMISSION SCHEDULE (IF APPLICABLE)

BROKER/ENTITY #2 NAME	BROKER/ENTITY NUMBER	PREMIUM SPLIT % ⁽¹⁾	PRODUCT ⁽²⁾		PRODUCT ⁽²⁾		PRODUCT ⁽²⁾		PRODUCT ⁽²⁾		APPLY SUPP. COMP ⁽³⁾
			YEAR	RATE %	YEAR	RATE %	YEAR	RATE %	YEAR	RATE %	
			PERPETUAL		PERPETUAL		PERPETUAL		PERPETUAL		<input type="checkbox"/> YES <input type="checkbox"/> NO
		OR		OR		OR		OR			
			YR 1		YR 1		YR 1		YR 1		
			YR 2-3		YR 2-3		YR 2-3		YR 2-3		
			YR 4-5		YR 4-5		YR 4-5		YR 4-5		
			YR 6-10		YR 6-10		YR 6-10		YR 6-10		
					YR 11+		YR 11+		YR 11+		

- (1) "Split" is defined as the percentage of premium to which the broker's full commission rate is applied.
- (2) See your Unum Sales Representative for compensation information on ISTD policies involving the state of NH.
- (3) Supplemental Compensation Credit may be split between brokers; however, the total Supplemental Comp. Credit available caps at 100% of the policy premium.

SECTION 3: COMMISSIONABLE ENTITY - SIGNATURE(S)

BROKER/ENTITY #1 SIGNATURE: _____ BROKER/ENTITY #1 PRINTED NAME: N/A DATE (MM/DD/YYYY): _____

BROKER/ENTITY #2 SIGNATURE (IF APPLICABLE): _____ BROKER/ENTITY #2 PRINTED NAME: _____ DATE (MM/DD/YYYY): _____

By signing above, Broker understands that, in lieu of payment in accordance with Unum's standard commission schedules and/or commissions otherwise agreed upon by the parties, Unum agrees to pay each Broker noted above and each such Broker agrees to accept commissions from Unum in accordance with the commissions schedule above with regards to the above named policy. Furthermore, the parties understand and agree that except as otherwise set forth in this Amendment, the terms and provisions of the Broker Contract(s) between each Broker and Unum are herein incorporated by reference and shall remain applicable to each Broker and to any compensation payable hereunder.

Unum is providing this notice on behalf of the following insuring companies: Unum Life Insurance Company of America, First Unum Life Insurance Company (NY), Provident Life and Accident Insurance Company and Provident Life and Casualty Insurance Company (NY).

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.



SINGLE CASE COMMISSION AMENDMENT

SECTION 1: POLICY INFORMATION

EFFECTIVE DATE OF THIS AMENDMENT

0 1 / 0 1 / 2 0 1 7

POLICY NUMBER

9 5 1 0 9 6

ADDITIONAL POLICY NUMBER (IF REQUIRED)

9 3 1 2 6 0

POLICYHOLDER NAME

F o r t B e n d C o u n t y

UNUM FIELD OFFICE

H O U S T O N

UNUM SALES REP NAME AND NUMBER

A A R O N S H I S L E R - 5 2 6 5 7 3

BENEFIT ADMINISTRATION PROVIDER INVOLVED YES NO

REENROLLMENT YES NO

SECTION 2: COMMISSIONABLE ENTITY - NON-STANDARD SCHEDULE(S)

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BROKER/ENTITY #1 NAME	BROKER/ENTITY NUMBER	PREMIUM SPLIT % ⁽¹⁾	PRODUCT ⁽²⁾ Life		PRODUCT ⁽²⁾ ad&d		PRODUCT ⁽²⁾ Vol Life		PRODUCT ⁽²⁾ Vol ad&d		APPLY SUPP. COMP ⁽³⁾
			YEAR	RATE %	YEAR	RATE %	YEAR	RATE %	YEAR	RATE %	
Gallagher Benefits	525938	100	PERPETUAL	10	PERPETUAL	10	PERPETUAL	10	PERPETUAL	10	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
			OR		OR		OR		OR		
			YR 1		YR 1		YR 1		YR 1		
			YR 2-3		YR 2-3		YR 2-3		YR 2-3		
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			YR 6-10		YR 6-10		YR 6-10		YR 6-10		
			YR 11+		YR 11+		YR 11+		YR 11+		

BROKER/ENTITY #2 WITH NON-STANDARD COMMISSION SCHEDULE (IF APPLICABLE)

BROKER/ENTITY #2 NAME	BROKER/ENTITY NUMBER	PREMIUM SPLIT % ⁽¹⁾	PRODUCT ⁽²⁾		PRODUCT ⁽²⁾		PRODUCT ⁽²⁾		PRODUCT ⁽²⁾		APPLY SUPP. COMP ⁽³⁾
			YEAR	RATE %	YEAR	RATE %	YEAR	RATE %	YEAR	RATE %	
			PERPETUAL		PERPETUAL		PERPETUAL		PERPETUAL		<input type="checkbox"/> YES <input type="checkbox"/> NO
		OR		OR		OR		OR			
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BROKER/ENTITY #1 SIGNATURE

BROKER/ENTITY #1 PRINTED NAME

DATE (MM/DD/YYYY)

BROKER/ENTITY #2 SIGNATURE (IF APPLICABLE)

N/A

BROKER/ENTITY #2 PRINTED NAME

DATE (MM/DD/YYYY)

By signing above, Broker understands that, in lieu of payment in accordance with Unum's standard commission schedules and/or commissions otherwise agreed upon by the parties, Unum agrees to pay each Broker noted above and each such Broker agrees to accept commissions from Unum in accordance with the commissions schedule above with regards to the above named policy. Furthermore, the parties understand and agree that except as otherwise set forth in this Amendment, the terms and provisions of the Broker Contract(s) between each Broker and Unum are herein incorporated by reference and shall remain applicable to each Broker and to any compensation payable hereunder.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Deer Oaks EAP Services, LLC
San Antonio, TX United States

Certificate Number:
2016-86040

Date Filed:
07/18/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

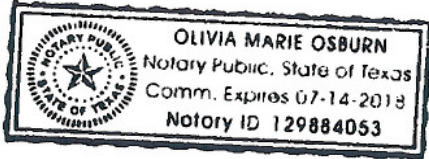
2006-0133
Employee Assistance and Work/Life services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Boskind, Ph.D, Paul	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Paul Boskind Ph.D
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Boskind, Ph.D, Paul, this the 22nd day of July, 2016, to certify which, witness my hand and seal of office.

Osburn Olivia Osburn Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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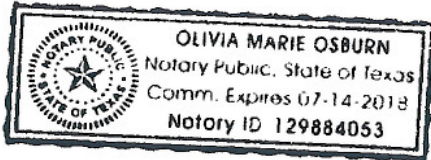
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I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Paul Boskind Ph.D
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Boskind, Ph.D, Paul, this the 22nd day of July, 20 16, to certify which, witness my hand and seal of office.

Osburn, Olivia Olivia Osburn Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**RENEWAL AMENDMENT BETWEEN
DEER OAKS EAP SERVICES AND FORT BEND COUNTY FOR PLAN YEAR 2017**

THIS RENEWAL AMENDMENT, is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Deer Oaks EAP Services (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County participates in an Interlocal Agreement with Montgomery County which permits County to contract with Montgomery County vendors under the same terms and conditions as provided to Montgomery County;

WHEREAS, Contractor has been providing Employee Assistance Program/Work-Life Services for County (hereinafter "Services") since December 1, 2012 under the terms and conditions of Montgomery County Project #2006-0133 and which was last renewed by County on or about September 1, 2015 (both incorporated and attached as Exhibit One to this Amendment);

WHEREAS, the parties wish to continue services beyond December 31, 2016.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

- A. Contractor shall provide Services to County under the same terms and conditions as shown in Exhibit One to this Amendment, effective January 1, 2017 through December 31, 2018.
- B. County shall pay Contractor \$2.13 per month, for each eligible and participating County employee with total employee count not to exceed 2,838 employees per month.
- C. The Maximum Compensation for the performance of Services shall not exceed seventy-two thousand, five hundred and thirty-nine dollars and 28 cents (\$72,539.28). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this Renewal Amendment and a prior executed document, the most recently executed document shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY

DEER OAKS EAP SERVICES

Robert E. Hebert, County Judge

Alicia Barrera
Authorized Agent- Signature

Date

Alicia Barrera
Authorized Agent- Printed Name

ATTEST:

Executive Director
Title

Laura Richard, County Clerk

8/15/16
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

Exhibit One: Montgomery County Project #2006-0133 and
Prior Service Amendment by County executed on or about September 1, 2015

1/2016 Agreements/Risk/ 7.14.16 MTR

Exhibit One:

Montgomery County Project #2006-0133 and

Prior Service Amendment by County
executed on or about September 1, 2015

Exhibit One:

Montgomery County Project #2006-0133 and

Prior Service Amendment by County
executed on or about September 1, 2015

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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DEER OAKS EAP SERVICES AND FORT BEND COUNTY FOR PLAN YEAR 2016**

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WITNESSETH

WHEREAS, County participates in an Interlocal Agreement with Montgomery County which permits County to contract with Montgomery County vendors under the same terms and conditions as provided to Montgomery County;

WHEREAS, Contractor has been providing Employee Assistance Program/Work-Life Services for County (hereinafter "Services") since December 1, 2012 under the terms and conditions of Montgomery County Project #2006-0133 (attached as Exhibit A to this Addenda);

WHEREAS, the parties wish to continue services beyond December 31, 2015.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

- A. Contractor shall provide Services to County under the same terms and conditions as shown in Exhibit A to this Amendment, effective January 1, 2016 through December 31, 2016.
- B. County shall pay Contractor \$2.13 per month, for each eligible and participating County employee with total employee count not to exceed 2,838 employees per month.
- C. The Maximum Compensation for the performance of Services shall not exceed seventy-two thousand, five hundred and thirty-nine dollars and 28 cents (\$72,539.28). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this Renewal Amendment and the Agreement, the provisions of this Renewal Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY

DEER OAKS EAP SERVICES

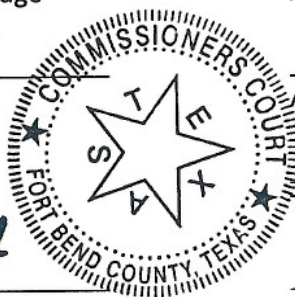
Robert E. Hebert
Robert E. Hebert, County Judge

[Signature]
Authorized Agent- Signature

9-1-2015
Date

Laura Davis
Authorized Agent- Printed Name

ATTEST:



Laura Richard
Laura Richard, County Clerk

CFO
Title
8-11-15
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of 72,539.28 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Robert Edward Sturdivant, County Auditor

Exhibit A
Montgomery County Project #2006-0133

Montgomery County

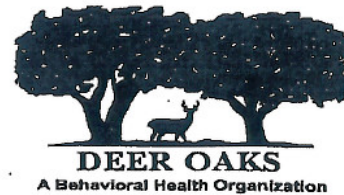
Project #2006-0133

**Request for Proposal/Qualifications for
EMPLOYEE ASSISTANCE PROGRAM**

Submitted by:

Deer Oaks EAP Services

9/25/06



Contact Information:

Frances Teran
Director, Business Development
Deer Oaks EAP Services
7272 Wurzbach Rd; Suite 601
San Antonio, Texas 78240
fteran@deeroaks.com
210-615-3414

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Tab 7:	Section VII Reporting Method
Tab 8:	Section VIII- Additional Information/Attachments included
Tab 9:	Section IX- Financial Stability

Montgomery County

Project #2006-0133

**Request for Proposal/Qualifications for
EMPLOYEE ASSISTANCE PROGRAM**

Submitted by:

Deer Oaks EAP Services

9/25/06

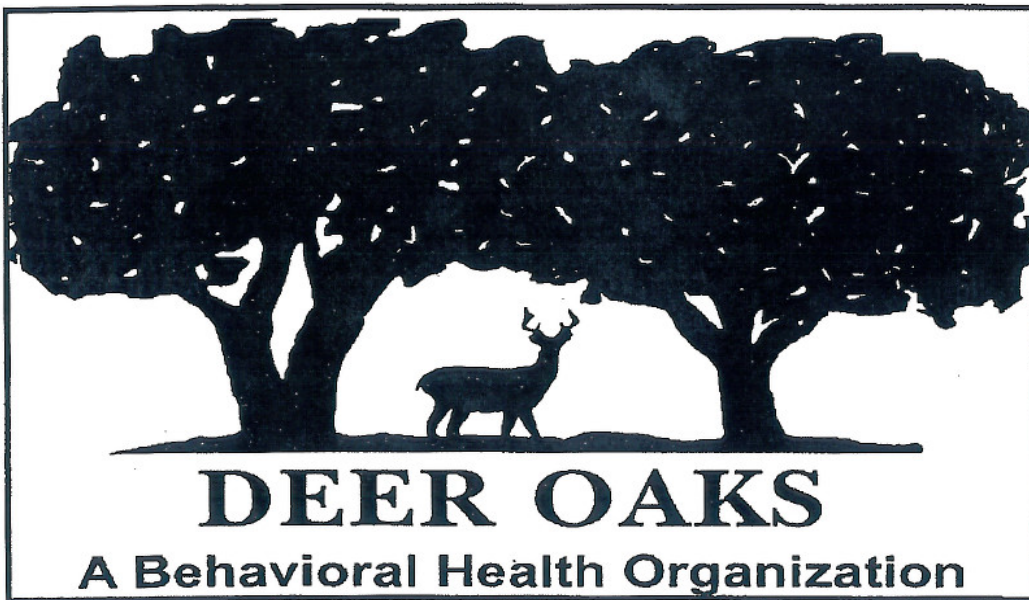


DEER OAKS
A Behavioral Health Organization

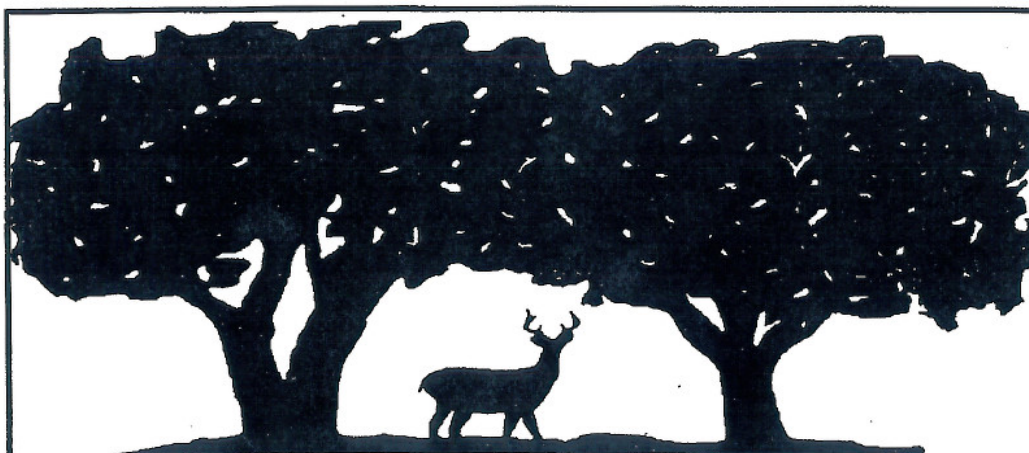
Contact Information:

Frances Teran
Director, Business Development
Deer Oaks EAP Services
7272 Wurzbach Rd; Suite 601
San Antonio, Texas 78240
fteran@deeroaks.com
210-615-3414

Section I



Section II



DEER OAKS
A Behavioral Health Organization

SECTION II: ORGANIZATION

1) Name of provider organization for EAP.

Deer Oaks EAP Services

2) Location of administration office.

San Antonio, Texas

3) Statement of corporate philosophy.

To address the needs of employees and their families in a compassionate, yet comprehensive, systemic and responsive fashion by utilizing effective short-term interventions, and exceptional customer service, providing the participant with the most beneficial treatment to address the issue.

4) Statement of marketing philosophy.

Deer Oaks believes an EAP is only effective if the marketing is effective. Deer Oaks will provide Montgomery County with wallet cards, brochures, posters, CDs, videos, etc. A Deer Oaks Account Manager will ensure adequate supply of marketing materials to reach the employees of Montgomery County.

5) Mission Statement.

To provide the highest-quality, cost-effective services to employer groups by offering individually-tailored programs and solutions, a proactive approach to prevention and education, and improving employee well-being, workplace productivity, morale and attendance, while reducing medical claims, turnover, workplace conflict, substance abuse and burnout.

6) Legal form of organization. How are you funded?

Deer Oaks operates as a Texas corporation.

7) Describe corporate directorship.

SIGNATURE SERIES ACCOUNT MANAGEMENT

Deer Oaks has established a special customer service and implementation team for the District. For this important contract, Deer Oaks has selected a *Signature Series Account Team*, which is led by a Clinical Services Account Operations Manager, and a District Administrative Services Manager, Ms. Alicia Barrera. The Signature School Series Account status is reserved for contracts with Montgomery County and offers the highest level of customer service, individualization and coordination of the EAP program benefit. The Deer Oaks Management Team, comprised of the CEO, Chief Operations Officer and the Chief Business Officer, will support the account management team. The team also consists of a local Deer Oaks staff member to be determined upon contract award and with feedback from the District liaison team. The team will work to ensure customer

service and patient care is exceptional throughout the term of the contract. Combining clinical and administrative staff for customer service ensures a well-rounded team, possessing customer service, business and clinical expertise.

Benefits of the Signature Series Account status include:

- 1) Aggressive Program Promotion
- 2) Monthly contact calls with the District account liaison
- 3) Comprehensive Implementation planning session
- 4) Individualized health and wellness programs across agencies
- 5) Quarterly Utilization Review meetings and Reports
- 6) Customized Managerial Assistance Programs
- 7) Employee and Supervisor EAP Orientation / CD and on-line offerings
- 8) Individual telephonic Supervisor Support
- 9) Comprehensive Monthly electronic newsletters
- 10) Ongoing State-wide review of provider coverage to ensure exceptional access
- 11) Patient Satisfaction and Follow-up effort for every participant
- 12) Direct Oversight of Account Management from the Deer Oaks Executive Management team

Individual Descriptions of the Signature Series Account Team members follow:

► **Dr. Paul Alan Boskind, Ph.D, CEO**, has decades of experience in providing EAP oversight, management, and short-term counseling. Dr. Boskind first established Deer Oaks in the EAP market in 1992, when Deer Oaks provided the EAP to Bank One employees. As a licensed psychologist and astute businessman, Dr. Boskind has the strategic planning experience and vision that has made Deer Oaks so successful. He was a sole practitioner in 1992, but within a year, had hired Deer Oaks' first full-time clinical employee, an office manager and developed a network of subcontractors who were eager to partner with him. By 1995, Deer Oaks was incorporated and had grown to three clinical offices and in 1996, Deer Oaks was awarded the behavioral health carve-out for HMO Blue in San Antonio and Austin. In addition to this contract, Dr. Boskind's expertise in clinical service delivery and administration has led to other contracts including Employee Assistance Programs, Evaluation and Treatment services for abused and neglected children and their families, inpatient psychological services with over 80 nursing homes and many others. Dr. Boskind continues to provide direction and guidance in operational, administrative and financial matters, quality assurance and customer service.

► **Dr. Melinda Down, Chief Operating Officer**, has 15 years of experience with the successful provision of contract management, EAP account management, and short-term counseling. She has a doctorate in clinical psychology and is a licensed psychologist. She has successfully served as the contract manager on dozens of large behavioral health contracts, including several EAP accounts. Dr. Down joined Deer Oaks in 1995, after working for another large behavioral health organization in Dallas, Texas. Dr Down brings to

Deer Oaks expert clinical service knowledge and experience, a keen business sense and natural creativity. These skills have enabled Dr. Down to create and implement programs that are built on the premise of excellent quality clinical care and customer service. Her ability to lead and train other clinical staff, as well as utilize her impressive statistical analysis skills to measure clinical outcomes, patient satisfaction and important program utilization data ensure that employer groups (and other organizations) remain consistently satisfied with the services provided by Deer Oaks.

► **June Maxfeldt, PHR, Chief Business Officer**, has more than 20 years of experience in health care administration, EAP account management, human resources, quality assurance, and behavioral health oversight. Maxfeldt joined Deer Oaks in 1998 and is responsible for the oversight of human resources, business administration, contract compliance and administrative operations. She has a bachelor's degree in health care administration from St. Edward's University and is certified in professional human resources (PHR). Maxfeldt's strong commitment to customer service ensures a responsive approach to any issue that could lead to a concern or grievance. Her expertise and knowledge of employee relations, health insurance, mental health issues, ADA, and other employer legal issues provide not only the necessary tools to manage Deer Oaks, but also to assist with employee assistance program development, services and support to the employer group's human resource and risk management departments.

► **Frances J. Teran, Director of Business Development**, joined Deer Oaks with more than 25 years of experience in development, implementation and evaluation of programs and services as well as over 20 years of experience in business development in the public, private and non-profit sectors. Ms. Teran has primary responsibility and oversight of Deer Oaks' development strategies, implementation of new contracts and continuity and quality of existing services contracts. Ms. Teran brings a strong commitment to staff development and retention as well as strong customer services and community resources background to the company. Ms. Teran has a bachelor's degree from the University of Texas at San Antonio and a certification from the National Development Council as a Business Development Finance Professional.

► **Alicia Barrera, EAP Business Services Account Manager**, joined Deer Oaks in 1995 and was instrumental in the development of Deer Oaks' South Texas operations. She has extensive experience in program implementation, contract compliance and customer service. Barrera is a native Texan, originally from the Rio Grande Valley and has extensive experience and expertise in working with Hispanic clients who sometimes are more reluctant to seek services due to cultural issues. Ms. Barrera is able to help participants overcome any reluctance in accessing their EAP benefit, while simultaneously being sensitive to faith-based and culturally based alternative support systems. This knowledge is evidenced in her ability to manage the helpline coordinators and office managers,

who are tasked with scheduling participants with a counselor most suited to the needs and desires of the participant. Her successful and positive reputation in EAP services is built on providing individual attention and services to each client.

8) How long has your organization been providing EAP/MMHP services to companies/employers based in the Southeast Texas area?

Deer Oaks EAP Services has been providing EAP services to companies/employers based in the State of Texas area since its incorporation in 1992.

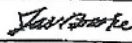
9) With whom do you currently have associations?

Deer Oaks EAP Services is a division of Deer Oaks Mental Health Associates.

10) Do you have any ownership with a particular treatment facility of clinic?

Yes; Deer Oaks Mental Health Associates.

11) List the dollar amounts of your professional liability insurance.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY) 10/6/2005	
PRODUCER Phone: 361/358-2412 Fax: 361/358-7403 Brooke Insurance Agency, Inc. 110 E. Jones P.O. Box 790 Beeville TX 78104-0790			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Deer Oaks Mental Health Assoc 7272 Wurzbach Rd Ste. 601 San Antonio TX 78240			INSURERS AFFORDING COVERAGE		NAIC#	
			INSURER A: Allstate			
			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E:			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADJT LTR INBRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROG <input type="checkbox"/> AGG <input type="checkbox"/> LOC		9/10/2005	9/10/2006	EACH OCCURRENCE	\$ 2,000,000
					DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 100,000
					GENERAL AGGREGATE	\$ not limited
					PRODUCTS - COMP/OP AGG	\$ not limited
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		9/10/2005	9/10/2006	COMBINED SINGLE LIMIT (EA accident)	\$ 2,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	TBD	10/6/2005	10/6/2006	EACH OCCURRENCE	\$ 1,000,000
					AGGREGATE	\$ 1,000,000
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EL EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL DISEASE - EA EMPLOYEE	\$
	If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - POLICY LIMIT	\$
A	OTHER Property		9/10/2005	9/10/2006		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						
Sample Certificate						
CERTIFICATE HOLDER			CANCELLATION			
Deer Oaks Mental Health Association Attn: Dr. Paul Boskind 7272 Wurzbach Rd Ste. 601 San Antonio TX 78240			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REPRESENTATIVE 			

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12) Provide the wording for a "Hold Harmless" clause protecting the County of Montgomery in regards to your services.

Deer Oaks shall indemnify and hold Montgomery County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance.

13) What fire protection is provided to ensure that our records are protected from theft or fire?

All files are backed up on CD and stored in fireproof safes.

14) List 5 cities/Counties in Texas that your organization has provided EAP services to. Who could I call for a reference?

Group Name: Address: Contact Name: Phone: E-Mail: Number of Lives Covered: Length of Service:	Bexar County, TX 400 S. Maine Floor #1 San Antonio, TX 78204 Lloyd Lewis (210)335-2639 lelewis@co.bexar.tx.us 5,000 5/1/05 - Present
Group Name: Address: Contact Name: Phone: E-Mail: Number of Lives Covered: Length of Service:	City of Laredo, TX 618 Del Mar Blvd. Laredo, TX 78043 Judith Garza (956) 765-2313 jgarza1@ci.laredo.tx.us 2,200 9/1/01 - Present
Group Name: Address: Contact Name: Phone: E-Mail: Number of Lives Covered: Length of Service:	City of San Antonio, TX 506 Dolorosa, Room 124 San Antonio, TX 78283 Marilyn Timlake (210) 207-8703 marilynm@sanantonio.gov 6,500 1/1/05 - Present
Group Name: Address: Contact Name: Phone: E-Mail: Fax: Number of Lives Covered:	City of Midland P.O. Box 1152 300 N. Loraine Midland, Texas 79701 Beverly Phillips (432) 685-7246 bphillips@mail.ci.midland.tx.us (432) 685-0523 816

Length of Service:	1/1/03 - Present
Group Name:	City of Corpus Christi
Contact Name:	Corpus Christi TX
Phone:	Cynthia Garcia
Number of Lives Covered:	(361) 880-3315
Length of Service:	3,000
	11/30/03 - Present

15) Is your organization currently licensed as a utilization review agent in the State of Texas?

Deer Oaks provides utilization review services through a third party provider, Avidyn Health, who is a licensed review agent in the State of Texas.

16) Provide a copy of your HIPAA policy and a business associate agreement.

**Deer Oaks Mental Health Associates, P.C. & Deer Oaks EAP Services
Notice of Privacy Practices
Health Insurance Portability and Accountability Act (HIPAA)**

Deer Oaks has the responsibility to protect the privacy of your personal and health information, as described in this notice. Personal and health information includes medical (or psychological) information and individually identifiable information, such as your name, address, telephone or social security number. Deer Oaks is required by applicable federal and state laws to maintain the privacy of your personal and health information or "PHI".

Deer Oaks will protect your privacy by, limiting how we may use or disclose your PHI; limiting who may see your PHI; inform you of our legal duties with respect to your PHI; and explain and strictly adhere to our privacy policies. These policies are in effect as of April 14, 2003, and will remain in effect until updated and until you receive notice of any changes. Deer Oaks reserves the right to change these policies and the terms of this notice as allowed by state and federal laws, rules or regulations.

Uses and Disclosures of Client Personal and Health Information:

Deer Oaks may disclose your PHI to insurance carriers in order to receive payment for claims for services provided to you by the Deer Oaks clinical staff within the limits established by the Texas State Board of Examiners of Psychologists or other applicable licensing board.

Deer Oaks may use your PHI to conduct quality improvements, including outcome studies and development of clinical guidelines, care coordination, case management or utilization management activities. Deer Oaks may also use your PHI to review the competence of our clinical staff, provide clinical supervision of clinical staff, or for business purposes such as customer service, resolution of your complaints, due diligence in connection with the sale or transfer of assets to a potential successor in interest.

Deer Oaks may use your PHI to contact you with information about services provided, appointment reminders, or for collection of co-pays or your account balance (if any).

Deer Oaks may use your PHI to the extent necessary to avert a serious and imminent threat to your health or safety or the health and safety of others. We may disclose this information to the proper authorities, if we reasonably believe that you are a possible victim of abuse, neglect, domestic violence or other crimes or if you admit to the abuse or neglect of a child or dependent elderly person.

Deer Oaks must disclose your PHI when we are required to do so by U.S. Department of Health and Human Services upon request for purposes of determining whether we are in compliance with privacy laws.

We may disclose your PHI in response to a court order or subpoena, although every effort will be made to obtain your consent for the release of any personal or health information, as required by confidentiality regulations as set by the Texas State Board of Examiners of Psychologists (TSBEP) or other applicable licensure boards.

We may disclose your PHI to law enforcement officials or personnel of a correctional institutional if you are in lawful custody while receiving treatment.

Your Rights:

You have the right to review or obtain copies of your personal and health information, subject to the limitations of the TSBEP. Your request must be in writing and you may be charged a fee for copying of the record.

You have the right to request and receive a list of instances in which we, or our subcontractors disclosed your PHI for purposes other than treatment, claims processing, and organizational operations.

You have the right to request that we place additional restrictions on our use or disclosure of your PHI. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement. You also have the right to terminate or amend previously requested restrictions. Requests for additional restrictions or request for termination of requested restrictions must be in writing.

You have the right to request that we communicate with you in confidence about your PHI by alternative means, such as sending reminders for appointments by mail instead of telephone calls. You must specify how we may contact you in writing, if you do not wish to be telephoned at your primary or secondary listed telephone numbers.

You have the right to request an amendment of your PHI. The request must be in writing and include the information to be amended. We may deny your request for an amendment if we did not create the information you want amended, we do not maintain the information or the information is accurate and complete. If we agree to the amendment, we will make a reasonable effort to inform others of the amendment and to include the changes in any future disclosures of that information.

You have the right to receive a copy of this notice in either written or electronic form.

You have the right to file a complaint if you believe we have violated your privacy rights or you disagree with a decision we made about access to your PHI. A complaint may be registered with the Privacy Officer at Deer Oaks. You may also submit a written complaint to the U.S. Department of Health and Human Services (HHS). Deer Oaks supports your right to file a complaint and will assist you by providing address information for the HHS, and we will not retaliate in any way if you choose to file a complaint with us or the HHS.

Written Authorization to Use or Disclose Your PHI:

Deer Oaks will request written authorization from you to use your PHI or to disclose it to anyone for any purpose or situation not included in this document. You may revoke this authorization in writing at any time. Your revocations will not affect any use or disclosure permitted by your authorization while it was in effect. We will not disclose your PHI for any reason except those described in this notice without your written consent.

If you have been referred to Deer Oaks through an Employee Assistance Program (EAP), we will not disclose to your employer or anyone else, your PHI, without written authorization to do so. If you have accessed your EAP due to employer-mandated referral, you will be notified of the consequences of not authorizing the share of information between the employer and Deer Oaks. Personal information shared in these instances, are generally of a summary type (such as, restriction from duty, return-to-work, etc.), without specific private or confidential information as determined by Deer Oaks. Deer Oaks may provide your employer with EAP utilization data without identifying any of your PHI. Utilization data includes number of individuals accessing their EAP benefit and other quantitative data and guarantees the privacy and confidentiality of employee participants.

Questions or Complaints Regarding Use or Disclosure of PHI:

You may contact the Deer Oaks Privacy Officer regarding questions or complaints regarding the use or disclosure of your PHI. The Privacy Officer at Deer Oaks is June Maxfeldt, Executive Director. Ms. Maxfeldt can be contacted at (210) 615-8880 or (800) 396-2467 or by email at jmaxfeldt@deeroaks.com or in writing care of Deer Oaks at 7272 Wurzbach Road, Suite 601; San Antonio, Texas 78240.

Acknowledgement of This Notice of Privacy Regarding Your PHI:

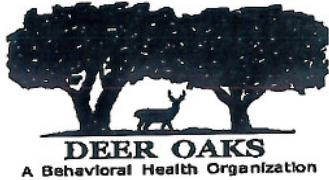
Your acknowledgement of this notice of privacy will be made a part of your medical record at Deer Oaks. Please sign and date below. You may request a copy of this notice at any time.

Patient/Client Name

Date

Signature of Patient/Client or Legal Guardian (if minor)

Date



**DEER OAKS MENTAL HEALTH
ASSOCIATES
BUSINESS ASSOCIATE AGREEMENT**

This confidentiality Agreement ("Agreement") is made and entered into as of January 1, 2007 (the effective date) by and between _____, ("Employer") and Deer Oaks Mental Health Associates ("Contractor").

Recitals

Whereas, Contractor provides services to or on behalf of Employer that may require Employer to disclose the individually identifiable health information of some or all of its employees to Contractor or may require Contractor to create health information on behalf of Employer (here in after collectively referred to as "Data");

Whereas, it is Employer's policy to protect the confidentiality of Data, and to disclose such Data only under circumstances and in a manner that is permissible by law, and to require the same of any and all business associates with whom it contracts;

Whereas, this Business Associate Agreement addresses the conditions under which Employer will disclose and Contractor will obtain and use Data;

Now, Therefore, in consideration of the mutual covenants and Agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article I

Definitions

- 1.1 **Disclose** – The release, transfer, or provision of access to Data, whether oral or recorded in any form or medium.
- 1.2 **Health Information** – Any information, whether oral or recorded in any form or medium, that relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or the

future payment for the provision of health care to an individual.

- 1.3 **Identifying Characteristic** – Includes all the following, as well as any other unique information: name; address; names of relatives; name of employers; all elements of dates, including birth date, admission date, discharge date, etc.; telephone numbers; fax numbers; electronic mail address; social security number; Medicaid record number; health plan beneficiary number; account number; certificate/license number; serial number of a vehicle or other device; internet URL; internet-protocol (IP) address number, biometric identifiers, including finger and voice prints; and photographic images.
- 1.4 **Individually identifiable** – Information that contains any identifying characteristic.
- 1.5 **Use** – The sharing, employment, application, utilization, examination, or analysis, in any form or medium, of Data within the Contractor organization.

Article II

Responsibility of Contractor

- 2.1 **Confidentiality** – Contractor agrees to maintain the confidentiality of any Data provided to it by Employer in accordance with all applicable federal, state, and local laws and regulations, and more specially, in accordance with the following.
 - 2.1.1 Contractor represents and warrants that Data will be used and disclosed solely as necessary to perform the agreed to services to or on behalf of Employer, and Employer relies upon such representation and warranty in providing the Data.
 - 2.1.2 Contractor represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to Data in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by Employer.
 - 2.1.3 Contractor represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grant access to Data or an element of Data, it will do so only in the minimum amount and to

the minimum number of individuals necessary to achieve the purpose of the services being rendered to or on behalf of Employer.

- 2.1.4 Contractor agrees that no finding, listing, or information derived from the Data, with or without identifiers, may be released if such finding, listing or information contains any combination of data elements that might allow the deduction of an individual's identification without first obtaining written authorization from Employer. Contractor agrees that Employer shall be the sole judge as to whether any finding, listing, information, or any combination of Data identifiers or would, with reasonable effort, permit one to identify an individual or to deduce the identity of an individual to a reasonable degree of certainty.
- 2.1.5 Contractor agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of Data that it receives from Employer, and to prevent individuals not involved in performing the services that it provides to Employer from using or accessing the Data.
- 2.1.6 Contractor agrees that it will immediately report to Employer any use or disclosure of Data received from Employer that is not authorized by or otherwise constitutes a violation of this Business Associate Agreement.
- 2.1.7 Contractor agrees that if Employer determines or has a reasonable belief that Contractor may have used, made a disclosure of or permitted access to Data in a way that is not authorized by this Business Associate Agreement, then Employer may in its sole discretion require Contractor to (a) promptly investigate and provide a written report to Employer of the Contractor's determination regarding any alleged or actual unauthorized disclosure, access, or use; (b) cease such practices immediately; (c) return to Employer, or destroy, all Data, and (d) take any other action Employer deems appropriate.
- 2.1.8 If it becomes necessary for Contractor to share Data that has been disclosed to it by Employer with any person or any entity who is not an employee of Contractor, then Contractor agrees to cause such person or entity to enter into a written Agreement in which the person or entity agrees to abide by all of the terms to which Contractor is subject under this Business Associate Agreement with respect to the Data.

2.1.9 Contractor understands that Employer is subject to state and federal laws governing the confidentiality of the Data. Contractor agrees to abide by all such laws, whether or not fully articulated herein, and to keep the Data in the same manner and subject to the same standards as is required of Employer.

2.1.10 Contractor may use Data as necessary for the proper management and administration of Contractor, and to carry out its legal responsibilities, if: (a) the disclosure is required by law; or (b) Contractor obtains reasonable assurance from the person to whom Data is disclosed that it will be held confidentially and 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 Contractor of any instances of which it is aware in which the confidentiality of Data has been breached.

2.2 Relationship to Individuals Who are the Subjects of Data.

2.2.1 Contractor agrees that Employer and the applicable individual retain all ownership rights to the Data, and that Contractor does not obtain any right, title, or interest to the Data furnished by Employer with the exception of clinical notes and reports created by the Contractor.

2.2.2 Contractor agrees to comply with all lawful requests of individuals who are subjects of Data to permit access to inspect and obtain a copy of their Data about the individual that is subject to this Business Associate Agreement, as required by law, within thirty (30) days of such request.

2.2.3 Contractor agrees that, within fifteen (15) days of a request being made, it will provide Employer with any Data requested by Employer, except Data that is deemed confidential according to rules and practice of health care medical records.

2.2.4 Contractor agrees to make Data available for amendment and to immediately incorporate any amendments or corrections to an individual's health information upon request by Employer in accordance with applicable law.

2.2.5 Contractor agrees to make the information required available to provide an accounting of disclosures in accordance with applicable law.

2.3 Request for Data – Contractor agrees that it will use all reasonable efforts to limit its request for Data to the minimum amount of Data necessary to achieve the purpose for which the request is being made.

- 2.4 Maintenance of Data** – Contractor agrees that upon termination of the Agreement, Contractor shall contact Employer with regard to any Data currently in its possession that was received from or created on behalf of Employer, and offer assurances that Data will continue to be maintained according to state, federal and local laws. Contractor agrees that the protections afforded to such Data by this contract will extend indefinitely beyond the term if this Business Associate Agreement
- 2.5 Availability of Data** – Contractor shall make any and all internal practices, books, records, related to the use and disclosure of Data (but not the actual employee Data) available to Employer for inspection and/or audit upon request by Employer. In addition, Contractor agrees to make its internal practices, books, and records relating to the use and disclosure of Data available to the Department of Health and Human Services for review, upon the request of the Secretary of that Department.
- 2.6 Creation of Data** – Contractor agrees that if for any reason it creates information in any form that contains an identifying characteristic of one or more of Employer's employees, that such information will be treated as if it were disclosed from Employer to Contractor, and thus, that such information will be subject to all the protections afforded by this Business Associate Agreement.

Article III

Responsibilities of Employer

- 3.1 Disclosure of Individually Identifiable Health Information** – Employer agrees to disclose health information that may identify an individual to Contractor upon its own volition, upon Contractor's request, or upon the request of a third party if such disclosure is permissible by law, so that Contractor may provide the agreed to services to or on behalf of Employer, unless Employer otherwise objects to the disclosure, or Contractor is no longer providing the services to Employer.

Article IV

Term & Termination

- 4.1 Term** – This Business Associate Agreement shall commence as of the Commencement Date, and shall continue for so long as Contractor provides agreed upon services to or on behalf of Employer.
- 4.2 Termination**
- 4.2.1** This Business Associate Agreement shall be considered terminated if Contractor no longer provides any services for Employer.
- 4.2.2** This Business Associate Agreement may be terminated immediately by Contractor or Employer in the event of any breach of this Business Associate Agreement.

- 4.3 **Effect of Termination** – The termination of this Business Associate Agreement shall have no effect on Contractor's obligation to treat the contents of Data as confidential.

Article V

Miscellaneous

- 5.1 **Notices** – Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

If to Employer:

(enter)

If to Contractor:

Deer Oaks EAP Services

7272 Wurzbach Road, #601

San Antonio, TX 78240

Attn: June Maxfeldt, Chief Business Officer

Any party may change its address by giving notice in accordance with the provisions of this subparagraph.

- 5.2 **Assignment** – No assignment of this Business Associate Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto, provided, however, that this Business Associate Agreement may be assigned by Employer to any successor entity operating Employer, and such assignment shall forever release Employer hereunder.
- 5.3 **Waiver of Breach** – The waiver by either party of a breach or violation of any provision of this Business Associate Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
- 5.4 **Severability** – In the event any provision of this Business Associate Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Business Associate Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 5.5 **Gender and Number** – Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.
- 5.6 **Entire Agreement** – This Business Associate Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, Agreements and representations, whether oral or written, with respect to such matters are

superseded.

- 5.7 **Amendments** – This Business Associate Agreement may only be amended by the written consent of both parties.
- 5.8 **Binding Effect** – This Business Associate Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
- 5.9 **Non-exclusivity** – Nothing in this Business Associate Agreement shall be construed as limiting the right of either party to affiliate or contract with any other person or entity on either a limited or general basis while this Business Associate Agreement is in effect.
- 5.10 **Incorporation of Recitals** – The aforesaid Recitals are hereby incorporated into this Business Associate Agreement as if fully set forth herein.

5.11

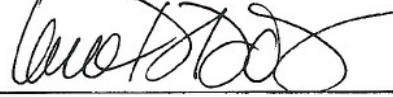
In Witness Whereof, the undersigned have executed this Agreement as of the date first above written.

EMPLOYER:

CONTRACTOR:

Deer Oaks EAP Services

Signature



Signature

Print Name

Laura Davis

Print Name

Title

CFO

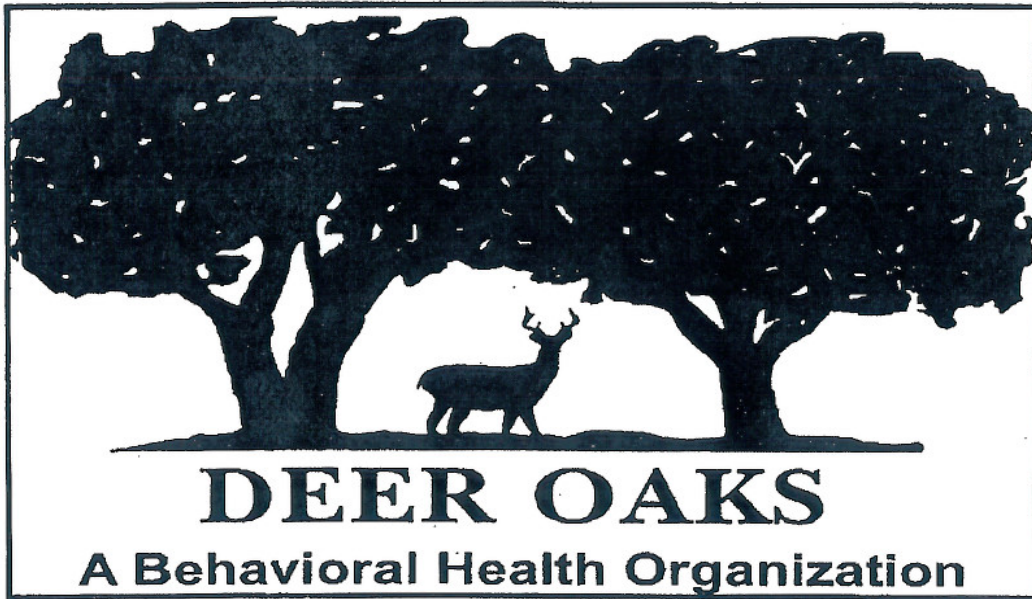
Title

Date

8-11-15

Date

Section III



SECTION III: SCOPE OF WORK

1) Describe the intake process for both self and supervisory referrals.

Intake

Self-referrals to the EAP tend to be the most frequent and common referral approach, requiring the participant to make his/her own decision regarding access of EAP services. Deer Oaks provides a 24-hour, toll-free telephone help line staffed by trained care coordinators that promptly receive calls, stabilize crisis and emergency situations, assess problems, schedule appointments, and/or refer callers to appropriate resources in their communities.

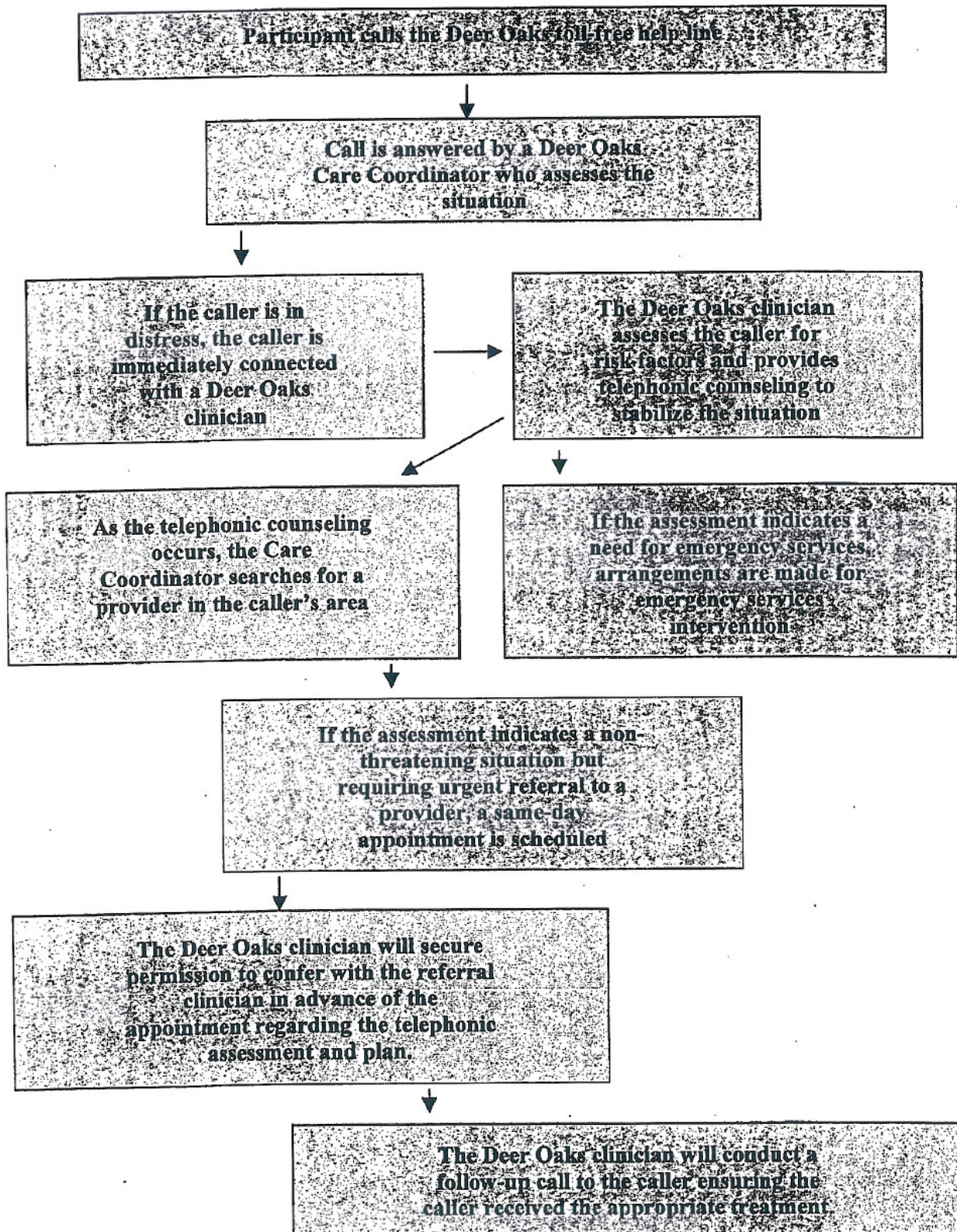
- ❖ General help line: Available to all participants 24-hours per day, 365 days a year. The help line phone number is (866) EAP-2400. The general help line may be accessed by participants of any age and is staffed by trained care coordinators.

A trained care coordinator answers the telephone and initially assesses the participant's situation. If the employee's situation or presenting problem requires telephonic assessment by a counselor (in some cases, if the caller requests financial or legal help and does not require counselor consultation, the caller will immediately be referred to the appropriate resource.), the care coordinator will transfer the call. Our care coordinators receive quarterly training and education on topics that will ensure the highest quality service. A licensed counselor is always available for telephonic counseling and assessments.

Appointments are scheduled by EAP counselors or client care coordinators based on the needs of the participant. Participants may request appointments for a particular time, the first available appointment, and/or an appointment that is geographically convenient. The presenting problem, participant's needs, and counselor-client matching are considered during scheduling as well. Based on these needs, the appropriate EAP counselor candidate choices are identified, and attempts are made to schedule the appointment. Client care coordinators are able to immediately schedule appointments with full-time staff EAP counselors via computer. For network counselors, client care coordinators contact the appropriate provider(s) by telephone to indicate a referral is being made. Network counselors are given a brief time period (three hours) to return the call. If the call is not returned, the client care coordinator schedules with the next counselor on the candidate list. When an appointment is scheduled, the participant is immediately notified, and given directions to the location, if desired.

The following diagram represents Deer Oaks' intake and telephone triage procedure:

TELEPHONE TRIAGE



Our EAP consultants have the opportunity to receive calls from employees, dependents and workplace supervisors or human resources personnel wishing to refer employees or seeing workplace consultation. The following questions are routinely asked if not specifically stated by the caller:

If a supervisor is calling:

- Is this a request for workplace consultation on an employee relations or other management issue?
- What is the reason for the referral?
- Is this an informal referral, or a formal, mandatory referral?
- Is this a request for a Fitness for Duty Evaluation?
- Is the employee referred in a safety sensitive position?
- Is the employee in a role governed by DOT regulations?
- Did the employee test positive for alcohol or drugs?
- Can they share the results of the Medical Review Officer at this time?

If the employee is not with the supervisor at the time of the referral call we would ask that the supervisor have the employee call. We would provide a choice of available provider referrals.

If a member is calling:

- What assistance can we provide at this time?
 - Issues related to child or elder care, prompt a suggested referral to - dependent care work life resources.
 - Issues raised related to possible legal or financial concerns prompt a --- suggested referral to legal financial work life resources.
 - Other risk assessment questions include:
- What prompted you to call us today?
- As a result of the concerns you have, do you feel like harming yourself or anyone else?
- As a result of the concerns you have, how much drinking or other drug use are you doing?
- In what ways are you finding that the concerns you are experiencing are affecting your work performance?
- What medications if any, are you taking for a mental health or substance abuse condition?
- Have you been hospitalized previously for a mental health or substance abuse condition?



2) Specify the maximum number of visits allowed per year.

Professional Diagnostic Assessments

Deer Oaks' trained counselors shall provide telephonic and face-to-face diagnostic assessment services. During the telephonic session with the participant, the participant answers a short diagnostic survey conducted by the counselor regarding symptoms and the counselor conducts a clinical interview, including family history, problem history and symptoms, in order to develop a comprehensive diagnostic assessment. All relevant areas of the participant's life are considered, including but not limited to work life, family/personal life, medical issues, financial issues, and legal issues. The professional diagnostic assessment is the source of information used in developing the participant's individualized treatment plan.

A thorough diagnostic assessment is conducted to allow the counselor to arrive at a comprehensive diagnostic conceptualization of the participant's presenting problem. The counselor performs a detailed telephonic clinical interview, including a thorough history of the problem and a mental status exam. From this initial telephonic assessment, the Deer Oaks counselor will decide whether a treatment plan can be developed or if a referral is required.

Deer Oaks' EAP counselors shall also provide six (6) *face-to-face diagnostic assessment* services. During the first in-person (face-to-face) session with the participant, the participant completes a short survey regarding symptoms and the counselor conducts a clinical interview, including family history, problem history and symptoms, in order to develop a comprehensive diagnostic assessment. All relevant areas of the participant's life are considered, including but not limited to work life, family/personal life, medical issues, financial issues, and legal issues. The professional diagnostic assessment is the source of information used in developing the participant's individualized treatment plan.



Short-term Counseling

Deer Oaks shall provide up to (6) six counseling visits per employee per problem per year. Deer Oaks offers multiple modalities of counseling including individual, couples, family, and group counseling. The majority of participants receive individual counseling at some point in their treatment with Deer Oaks. Whether the participant is a child, adolescent, adult, or elderly individual, Deer Oaks counselors work in a consultative model to form an active and dynamic team with the participant in individual therapy. The initial goals of individual therapy are to build rapport and clarify the diagnostic

considerations. At this time, each counselor holds the responsibility of obtaining the participant's informed consent to participate in treatment. This process includes a comprehensive explanation of the limits of confidentiality, informed consent, the availability of emergency services, and other clinic procedures (e.g., cancellation/no shows, office hours, HIPAA).

Deer Oaks counselors work in individual counseling to help people return to an adaptive level of functioning in their lives as soon as possible, often taking a solution-focused approach. The counselor serves as a consultant not only to the participant but also to psychiatrists, primary care physicians, other health care professionals, teachers, and significant family members or friends.

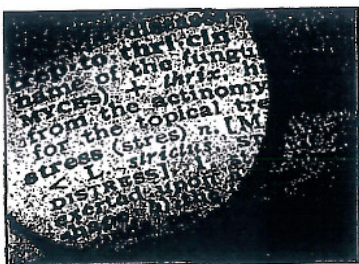
Counselors adopt a very active and direct approach in addressing the participants' targeted problem behaviors, often engaging the participant in regular homework assignments. The frequency of sessions and duration of treatment remains contingent upon the participant's individual needs. While each counselor at Deer Oaks has the autonomy to draw upon a variety of theoretical models in his/her interactions with the participant, most counselors are well versed in translating psychodynamic and systems theories to short-term, cognitive-behavioral techniques.

A variety of treatment techniques can be incorporated into the participant's individualized therapeutic treatment plan. Effective models include cognitive-behavioral, cognitive retraining, psychodynamic, insight-oriented, and problem-solving skills training. Deer Oaks has developed innovative treatment approaches that work and are coordinated with other health care providers and community based treatment options.

Intake, assessment, and referral for medical, debt, and legal problems are provided with appropriate support counseling to resolve any problems that are contributing to the medical, debt, or legal problems. Many employees today struggle with "sandwich generation" stress in which they are taking care of or worrying about both elderly parents and young children. Deer Oaks has counselors that specialize in child/adolescent service delivery, as well as in providing EAP services to elderly adults. Overviews of Deer Oaks' child/adolescent and geriatric counseling services are provided below.

3) Describe the crisis intervention services and time frame you would provide as requested by the County on an emergency basis. Is this service part of the basic fee? If not, detail the cost separately.

Critical Incident Stress Management



Critical incidents are inevitable in any type of business or industry. They can occur at any moment with little or no warning and the effect on employees can be overwhelming. According to recent data, experts at the