

REQUEST FOR PROPOSALS FOR
Employee Assistance Program Services

ISSUING OFFICE
Pennsylvania Turnpike Commission
Human Resources Department

RFP NUMBER

10-10380-2357

DATE OF ISSUANCE

January 8, 2010

**REQUEST FOR PROPOSALS FOR
EMPLOYEE ASSISTANCE PROGRAM SERVICES
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PART I

GENERAL INFORMATION FOR PROPOSERS

I-1. Purpose. This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy the need for **Employee Assistance Program (EAP) Services**.

I-2. Issuing Office. This RFP is issued for the Commission by the **Human Resources Department**. The mailing address is **Post Office Box 67676, Harrisburg, PA 17106, (717) 939-9551**. The contact person for this project is **Patrick Burns, Human Resources Specialist in the Human Resources Department**; Mr. Burns' contact information is as follows:

Phone number: (717) 939-9551, extension 4142

Fax number: (717) 986-8760

Email address: pburns@paturndpike.com

I-3. Scope. This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

I-4. Problem Statement. Provide confidential EAP services for the Commission as defined in Sections IV-2 and IV-3 of this RFP.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a fixed fee contract for a self or fully insured program. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals show them to be qualified, responsible, and capable of performing the work.

I-6. Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

I-7. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

I-8. Incurring Costs. The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

I.9. Questions and Answers. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted to the Issuing Office at the address indicated above or emailed to RFP-Q@paturndpike.com to be received no later than **Friday, January 22, 2010, 12:00 Noon, local time**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

I-10. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Fran Furjanic, on or before **12:00 Noon, local time, February 12, 2010.** The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P.O. Box 67676, Harrisburg, PA 17106.

Please note that use of U.S. Mail delivery does not guarantee delivery to this address by the above-listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

I-12. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **eight (8) hard** copies and **two electronic copies contained on Compact Disc (CD)** to the Contracts Administration Department. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference. Proposals must be signed by an official authorized to bind the Proposer to its provisions and include the Proposer's Federal Identification Number. For this RFP, the proposal must remain valid for at least **180** days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or telefax notice received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the Proposer chooses to attempt to provide such written notice by telefax transmission, the Commission shall not be responsible or liable for errors in telefax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.

I-13. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

I-14. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

I-15. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-16. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

I-17. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. If a contract is executed, however, the successful proposal submitted in response to this RFP shall be subject to disclosure. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that "trade secrets" and "confidential proprietary information" are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both "trade secrets" and "confidential proprietary information" as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by

proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure **would** cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at www.openrecords.state.pa.us.

I-18. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers, other than the position of its proposal in relation to all other proposals.

I-19. News Releases. News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-20. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work. Human Resources will provide an administrative contact/liaison for oversight of billing and coordination of benefits.

I-21. Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal. **Failure to meet this requirement may result in disqualification of the proposal.**

I-22. Term of Contract. The term of the contract will commence on June 1, 2010 and will end three (3) years from that date with options for up to two (2) one-year contract extensions. The contract shall only become effective after it has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-23. Proposer's Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.

- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

PART II

INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: Technical Submittal, in response to Sections II-1 through II-7 and Section V (Questionnaire); Cost Submittal, in response to Section II-8.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work as outlined in Parts IV-2 and IV-3 of this RFP. Please formulate your response in detail to ensure a full understanding of your capabilities.

II-4. Prior Experience. Include experience in **administration of an Employee Assistance Program (EAP)**. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-5. Personnel. Include the number, and names where practicable, of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document education and experience in **EAP administration, with specific experience in administering the program in a public sector and predominantly union environment**. Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform.

II-6. Training. If appropriate, indicate recommended training of Commission personnel. Include the personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-7. DBE/MBE/WBE Participation. The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in this contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Department of General Services (www.dgs.state.pa.us) or the Pennsylvania Unified Certification Program (www.paucp.com) at the time of the submission of the proposal. While D/M/WBE participation is not a requirement for this RFP, inclusion of D/M/WBEs will be a factor in the evaluation determination. **If further information is desired concerning DBE/MBE/WBE participation,** direct inquiries to the Pennsylvania Turnpike Commission's Contract Administration Department by calling (717) 939-9551 Ext. 4241.

II-8. Cost Submittal. The information requested in this section shall constitute your cost submittal. **The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separate from the technical submittal.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal.

Proposers should direct in writing to the Issuing Office pursuant to Part I-9 of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The total cost you are proposing must be broken down, but not limited to, the following components:

- a. Premium PEPM for fully insured program or fees for self insured program.
- b. Network Access
- c. Utilization Management
- d. Case Management
- e. Communication Materials
- f. Implementation
- g. Special Billing Charges
- h. Employer/Employee Online Services
- i. Standard Reporting
- j. Special Reporting
- k. Broker/Consultant
- l. Late Fees Assessments
- m. Direct Reimbursement Charges
- n. Other Services/Charges (not listed above)
- o. Combined Total Cost of Items a. through n.

Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under this Contract.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal should be (a) timely received from a Proposer; (b) properly signed by the Proposer; and (c) formatted such that all cost data is kept separate from and not included in the Technical Submittal.

III-2. Proposals will be reviewed and evaluated by a committee of qualified personnel selected by the Commission. This committee will recommend for selection the proposal that most closely meets the requirements of the RFP and satisfies Commission needs. Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-3. The following criteria will be used in evaluating each proposal:

a. Understanding the Problem. This refers to the Proposer's understanding of the Commission needs that generated the RFP, of the Commission's objectives in asking for the services or undertaking the study, and of the nature and scope of the work involved.

b. Proposer Qualifications. This refers to the ability of the Proposer to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recency of studies and projects completed by the Proposer. This also includes the Proposer's financial ability to undertake a project of this size.

c. Personnel Qualifications. This refers to the competence of professional personnel who would be assigned to the job by the Proposer. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the project manager.

d. Soundness of Approach. Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the service/project. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet Commission objectives.

e. Cost. While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

f. DBE/MBE/WBE Participation. This refers to the inclusion of D/M/WBE firms, as described in Part II-7, and the extent to which they are expected to participate in this contract. Participation will be measured in terms of total dollars committed to certified D/M/WBE firms.

PART IV

WORK STATEMENT

IV-1. Objectives.

- a. General.** The Pennsylvania Turnpike Commission (Commission) is soliciting proposals from qualified vendors to secure an Employee Assistance Program (EAP) for its employees.
- b. Specific.** The Commission is soliciting competitive proposals to provide counseling services relating to issues such as stress, marital, medical, emotional, financial, family conflict, work related problems, alcohol and substance abuse, and other related topics. In addition the vendor will also provide Substance Abuse Professional evaluations and treatment for employees in accordance with the language of United States Department of Transportation (USDOT) regulations and the National Master Freight Agreement for individuals in safety sensitive functions.

IV-2. Nature and Scope of the Project.

Background

The Commission is an independent agency of the Commonwealth of Pennsylvania. As a government agency, the Commission is not governed by the rules, regulations, or legislative requirements of ERISA.

The PA Turnpike is a key transportation route within the state of Pennsylvania and a vital link in the network of the eastern United States. The Turnpike is 531 miles in length with 57 fare collection facilities, 21 service plazas, two traveler information centers, 21 maintenance facilities, 8 State Police barracks and 5 tunnels. (www.paturnpike.com)

The Commission's current EAP program offers 6 fully covered visits per calendar year for employees and their dependants to counseling services.

In addition to EAP coverage, the Commission's current medical insurance carrier provides for mental health and substance abuse specialized coverage. The attached Benefit Summary Sheet from Highmark PPO Blue outlines the Commission's insurance coverage.

Scope

The contractor must provide information, evaluation, referral, quality assurance and follow-up services for all Commission employees and their families in areas of drug and alcohol abuse, mental health, interpersonal, and other related problems.

To assist the employee or family member in resolving their problems, the EAP will make available: confidential evaluations, referrals, case management, crisis management and follow-up.

IV-3. Requirements.

The EAP will assist employees and their family members with access to at least a minimum of (6) covered visits per calendar year for employee and dependent with a licensed counselor for assessment and treatment of issues such as stress, marital, medical, emotional, financial, family conflict, work related problems, alcohol and substance abuse, and other related topics by providing access to a network of resources to offer consultation services.

The contractor must provide professional staff coverage and office hours Monday through Friday in accordance with the Commission's calendar of workdays and holidays. The contractor must provide on-call provisions for emergency coverage and 24-hour coverage on weekends and holidays. The contractor will also maintain a toll-free telephone number and the necessary trained personnel to conduct initial assessment on a 24-hour, 365-day per year basis.

The contractor must provide the deliver of on-site intervention, critical incident response, and consultation services including Critical Incident Stress Debriefing (CISD) and immediate referrals when necessary.

The contractor must provide a network of evaluators to provide face-to-face evaluation and referral services within 48-hours of initial contact. The contractor must establish and maintain a listing of evaluators based on the geographic needs and scope of services for the Commission's EAP.

The contractor must provide Substance Abuse Professional (SAP) services as defined by the Department of Transportation-Federal Motor Carrier Safety Administration, Part 382, and Article 35, Section 3 of the National Master Freight Agreement (Appendix A). The SAP must meet the criteria specified in the USDOT regulations and be certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission.

The contractor must provide coordinated services and disseminate information referred as a Condition of Continued Employment (COCE).

The contractor must maintain ongoing communications with evaluators and treatment providers to provide updated information and to solicit comments/feedback regarding the evaluation, referral treatment and follow-up services.

The contractor must participate in the development of education and training programs for employees, supervisors and union officials. The contractor will also promote the awareness of services through the development of related printed materials and/or newsletters, and participate in the development of training and promotional materials as required.

The contractor must ensure complete client confidentiality for all self referrals unless the employee has signed a release. The only exception to this is when benefits are requested that require prior Commission approval. All reports and client information are to be retained as required by Federal and State Law.

Commission contracts must be in accordance with the requirements of the Attorney General of the Commonwealth of Pennsylvania and the Commission. Contracts should be signed by both parties prior to the effective date of the contract.

The contractor must be willing to sign the Commission's Business Associates Agreement regarding compliance with the Health Insurance Portability and Accountability Act (HIPAA). A copy of this document is located in Appendix B.

The contractor must maintain proper liability coverage, and hold the Commission harmless in any action resulting from services provided under this agreement.

IV-4. Reports and Project Control.

- a. Task Plan.** Indicate the activities, responsibilities (both yours and the Commission's), timetable and services you will provide in implementation. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship. Provide a list of the information you will need from the Commission for implementation.
- b. Status Report.** A monthly progress report covering activities, problems, and recommendations regarding implementation and the transition.
- c. Problem Identification Report.** An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Proposer recommendations with supporting rationale.
- d. Quarterly Reports.** The vendor will be required to submit quarterly reports indicating the usage statistics of Commission employees. The Vendor will also provide year-end reports indicating total usage, open cases, closed cases and other information pertaining to EAP usage by the Commission.

PART V

QUESTIONNAIRE

A. Company Background

Please include specific information regarding your company, such as:

- Years in Employee Assistance Program (EAP) administration.
- Number of total Groups currently contracted with your company.
- Number of total employees your company serves.
- Describe in detail how the credibility of the group's experience is determined.
- Company financial information and ratings.
- Explain your future plans for EAP administration.
- Provide the types of services provided by your company.
- Explain what differentiates you from your competitor.

B. Customer Service

- Include information regarding location, days, and hours of operation.
- Describe ability to provide dedicated toll-free phone line.
- Describe employee experience and training requirements.
- Describe the methods by which an employee can contact your company (telephone, email, Internet, etc.).
- Provide information pertaining to the hours of availability that clinical staff is available and onsite for telephone consultation. Also, provide callback procedures when a clinician is not available.
- Provide the hours that services would not be available to an individual for consultation.
- Describe your provider network that you are affiliated with and can provide EAP services to a member. Also indicate the requirements a company needs to be a member of your network.
- Provide a description of training programs that are available to an employer by your company, including information pertaining to wellness and work/life balance issues.
- Provide your company's Customer Satisfaction Rate.
- Provide Performance Guarantees (Time to Answer Calls, Abandonment Rate, Customer Satisfaction Rate, Timeliness, Accuracy, etc.) and indicate any cost in the cost section (Part II-8).

C. Procedures/Services

- Describe the procedures to contact EAP in the event of a crisis situation or emergency.
- Provide a description of the intake procedure for an individual beginning with the initial contact. Also include information pertaining to intake for an urgent or critical case.
- Describe your company's procedures for consultation with a supervisor/manager in regards to an intervention with a problem employee, particularly in instances of serious job infractions and/or illegal activity.
- Provide information pertaining to Substance Abuse Professional services as defined by the Department of Transportation-Federal Motor Carrier Safety Administration, Part 382, and Article 35, Section 3 of the National Master Freight Agreement (Appendix A).
- Provide your company's procedures for coordinating services and disseminating information to employees referred to EAP as a condition of continued employment (COCE).

- Provide information pertaining to a situation where an employee does not attend a scheduled mandatory counseling session.
- Provide your company's procedures for the delivery of on-site crisis intervention, critical incident response, and consultation services including critical incident/debriefing and immediate referrals where necessary.
- Describe how you will handle transition of service in the following situations:
 - An eligible member is receiving treatment on the effective date of coverage;
 - Member is receiving ongoing care requiring specialized management, such as outpatient mental health or substance abuse;
 - Member is transitioning from EAP services to mental health/substance abuse services provided under a company's medical coverage;
 - Member is receiving treatment for any of the above conditions with a non participating provider (continuity of care), and
 - Member is transitioning from EAP coverage to Employer's health insurance coverage.
- Describe the methods by which you promote EAP services to a company and its employees.

D. Account Management

- Provide background, biographies and location of all individuals on Account Management Team.
- Will one point of contact be available for the Employer for all account related services?
- Please provide contacts for:
 - Implementation Services;
 - Daily Account (high-level) Management.
- How do you handle "Run-out" for an employee using EAP services at the end of a contract?
- How do you handle "Run-in" for an employee using EAP services at the beginning of a contract?

E. Implementation

- Describe your implementation process and include a timeline of action items for both your company and the employer.
- Indicate each team member's role in the implementation process.
- Will your staff attend onsite meetings?

F. Billing

- Confirm electronic billing is available.
- Describe billing process.
- Describe how bills are sent to employees and the turnaround time, as well as when late fees are assessed.

G. Reporting

- Explain what standard reports are available.
- Describe online reporting capability for the employer.
- Describe custom report capabilities and turnaround.

H. Miscellaneous

- Advise how you handle new legislative changes.

- Explain your audit process in detail.
- Explain your HIPAA compliance procedures and the impact of the regulation on communications with the Commission.
- Describe your cancellation policy.
- Describe any additional resources offered.
- Do you offer direct reimbursement for out of network claims? If so, give details.
- Explain any processes used to coordinate services with the employee's medical insurance.
- Provide a geo-access report of two counseling service providers within a 10-mile radius, and two specialty service providers within a 10-mile radius of the zip codes listed in the attached employee census.

I. References

- Provide three references of current employer groups of similar size and scope.
- Provide three references of former employer groups of similar size and scope.

J. Sample Documents

- Initial contact Log Information.
- Employee Intake Documentation.
- Referral Documentation.
- Employer Recommendation Documentation.
- Provider Network Directory
- Contracts.
- Employer and employee communication samples.
- Copies of EAP promotional materials.
- Medical release forms.
- Most recent annual report.
- Flow chart of your procedure for processing from initial contact from employee through closing of case including timeframes and responsibilities of employer.

APPENDIX A

The National Master Freight Agreement

Article 35, Section 3

Drug Testing Language Proposal
between
The Pennsylvania Turnpike Commission
and
Teamsters Locals 77 & 250

Article 35

Section 3. Drug Testing

PREAMBLE

While abuse of alcohol and drugs among our members/employees is the exception rather than the rule, Teamsters Local Unions 77 and 250 and the Employer signatory to this Agreement share the concern expressed by many over the growth of substance abuse in American society.

The parties have agreed that the Drug and Alcohol Abuse Program will be modified in the event that further federal legislation or Department of Transportation regulations provide for revised testing methodologies or requirements. The parties have incorporated the appropriate changes required by the applicable DOT drug testing rules under 49 CFR Parts 40 and 382, and agree that if new federally mandated changes are brought about, they too will become part of this Agreement. The drug testing procedure, agreed to by labor and management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent and ensures the Employer complies with all applicable DOT drug and alcohol testing regulations. In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

NMFA UNIFORM TESTING PROCEDURE

A. Probable Suspicion Testing

In cases in which an employee is acting in an abnormal manner and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of controlled substances and/or alcohol, the Employer may require the employee (in the presence of a union shop steward, if possible) to undergo a urine specimen collection and a breath alcohol analysis as provided in Section 4B. The supervisor(s) must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. The Commission agrees to provide information on what type and the length of training provided to those Supervisors at the request of the Union. A list of Supervisors that have received training pursuant to Section 382.603 of the FMCSR shall be provided to the Union yearly in January. Probable suspicion means suspicion based on specific

personal observations that the Employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The observations may include the indication of chronic and withdrawal effects of controlled substances. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. The employee shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous. Any employee testing positive for controlled substances and/or alcohol under this section will be entitled to the same provisions under section 3 J.

The following collection procedures shall apply to all types of testing:

A refusal to provide a urine specimen or undertake a breath analysis will constitute a presumption of intoxication and the employee will be subject to discharge without receipt of a prior warning letter. If the employee is unable to produce 45mL of urine, he/she shall be offered up to forty ounces of fluid to drink and shall remain at the collection site under observation until able to produce a 45mL specimen, for a period of up to three (3) hours from the first unsuccessful attempt to provide the urine specimen. If the employee is still unable to produce a 45mL specimen, the Employer shall direct the employee to undergo an evaluation which shall occur within five business days, by a licensed physician, acceptable to the MRO who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of urine. If the physician and MRO conclude that there is no medical condition that would preclude the employee from providing an adequate amount of urine, the MRO will issue a ruling that the employee refused the test. If an employee is unable to provide sufficient breath sample for analysis, the procedures outlined in the DOT regulations shall be followed for all employees. Such employees shall be evaluated by a licensed physician, acceptable to the Employer, who has the expertise in the medical issues concerning the employee's failure to provide an adequate amount of breath. Absent a medical condition, as determined by the licensed physician, said employee will be regarded as having refused to take the test. The Employer will adhere to DOT regulations for employees who are unable to provide a urine or breath specimen due to a permanent or long-term medical condition. Contractual time limits for disciplinary action, as set forth in the Collective Bargaining Agreement, shall begin on the day on which specimens are taken. In the event the Employer alleges only that the employee is intoxicated on alcohol and not drugs, previously agreed-to procedures under the Collective Bargaining Agreement for determining alcohol intoxication shall apply.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein and the breath alcohol testing procedure contained in Section 4B shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication".

B. DOT Random Testing

It is agreed by the parties that random urine drug testing will be implemented only in accordance with the DOT rules under 49 CFR Part 382, Subpart C.

The method of selection for random urine drug testing will be neutral so that all employees subject to testing will have an equal chance to be randomly selected.

The term "employees subject to testing" under this agreement is meant to include any employee required to have a Commercial Drivers License (CDL) under the Department of Transportation regulations.

Employees out on long term injury or disability for any reason shall not be tested.

The provisions of Article 35, Section 3 F 3 (Split Sample Procedures), and Article 35, Section 3 J 1 (One-Time Rehabilitation), shall apply to random urine drug testing and probable suspicion testing.

C. Non-Suspicion-Based Post-Accident Testing

Non-suspicion-based post-accident testing is defined as urine drug testing as a result of an accident which meets the definition of an accident as outlined in the Federal Motor Carrier Safety Regulations. Urine drug testing will be required after accidents meeting the following conditions and drivers are required to remain readily available for testing for thirty-two (32) hours following the accident or until tested.

Employees subject to non-suspicion-based post-accident drug testing shall be limited to those employees subject to DOT drug testing, who are involved in an accident where there is:

- (i) a fatality, or;
- (ii) a citation under State or local law is issued to the driver for a moving traffic violation arising from the accident in which
 - (a) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or
 - (b) one or more motor vehicles incurring disabling damage as a result of the accident, requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

The driver has the responsibility to make himself/herself available for urine drug testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Subsection. The driver is responsible to notify the Employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the driver to disciplinary action.

If a driver receives a citation for a moving violation more than thirty-two (32) hours after a reportable accident, he/she shall not be required to submit to post-accident urine drug testing.

The Employer shall make available a urine drug testing kit and an appropriate collection site for the driver to provide specimens.

The provisions of Article 35, Section 3 F 3 (Split Sample Procedures), and Article 35, Section 3 J 1 (One-Time Rehabilitation), shall apply to non-suspicion-based post-accident urine drug testing.

D. Chain of Custody Procedures

Any specimens collected for drug testing shall follow the DHHS/DOT (Department of Health and Human Services/ Department of Transportation) specimen collection procedures. At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. In the presence of the employee, the specimens are to be sealed and labeled. As per DOT regulations, it is the employee's responsibility to initial the seals on the specimen bottles, additionally ensuring that the specimens tested by the laboratory are those of the employee.

The required procedure follows:

When urine specimens are to be provided, at least 45 mL of specimen shall be collected. At least 30 mL shall be placed in one (1) self-sealing, screw-capped or snap-capped container. A urine specimen of at least 15mL shall be placed in a second (2nd) such container. They shall be sealed and labeled by the collector, and initialed by the employee without the containers leaving the employee's presence. The employee has the responsibility to identify each container and initial same. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The container shall be sent to the designated testing laboratory at the earliest possible time by the fastest available means.

In this urine collection procedure, the donor shall urinate into a collection container capable of holding at least 55 mL, which shall remain in full view of the employee until transferred to tamper-resistant urine bottles, and sealed and labeled, and the employee has initialed the bottles.

It is recognized that the Specimen Collector is required to check for sufficiency of specimen, acceptable temperature range, and signs of tampering, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations. If it is established that the employee's specimen is outside of the acceptable temperature range or has been intentionally tampered with or substituted by the employee, the employee will be required to immediately submit an additional specimen under direct observation. Also, if it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations for creatinine, specific gravity, pH, and any substances that may be used to adulterate the specimen shall be performed by the laboratory. If the laboratory suspects the presence of an interfering substance/adulterant that could make a test result invalid, but the initial laboratory is unable to identify it, the

specimen must be sent to another HHS certified laboratory that has the capability of doing so.

Any findings by the laboratory that indicate that a specimen is adulterated as a result of the fact that it contains a substance that is not expected to be present in human urine; a substance that is expected to be present is identified at a concentration so high that it is not consistent with human urine; or has physical characteristics which are outside the normal expected range for human urine shall be immediately reported to the Company's Medical Review Officer (MRO). The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimen bottles in the presence of the tested employee. If each container is received undamaged at the laboratory properly sealed, labeled and initialed, consistent with DOT regulations as certified by the laboratory, the Employer may take disciplinary action based upon the MRO's ruling.

E. Urine Collection Kits and Forms

The contents of the urine collection kit shall be as follows:

1. The kit shall include a specimen collection container capable of holding at least fifty-five (55) mL of urine and contains a temperature reading device capable of registering the urine temperature specified in the DOT regulations.
2. Two (2) plastic bottles that are capable of holding at least thirty-five (35) mL, have screw-on or snap-on caps, and markings clearly indicating the appropriate levels for the primary (30 mL) and split (15 mL) specimens.
3. A uniquely numbered (i.e. Specimen Identification Number) DOT approved chain of custody form with similarly numbered Bottle Custody Seals, and a transportation kit seal (e.g., Box Seal) shall be utilized during the urine collection process and completed by the collection site person. In the case of probable suspicion or other contractually required testing, a Non-DOT chain of custody form will be used for the testing of Non-DOT employees. The appropriate laboratory copies are to be placed into the transportation container with the urine specimens. The exterior of the transportation kit shall then be secured, e.g., by placing the tamper-proof Box Seal over the outlined area.
4. Shrink-wrapped or similarly protected kits shall be used in all instances.

F. Laboratory Requirements

1. Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and adulterants employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

2. Specimen Retention

All specimens deemed positive, adulterated, substituted, or invalid by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

3. Split Sample Procedure

The split sample procedure is required for all employees selected for urine drug testing. When any test kit is received by the laboratory, the "primary" sealed urine specimen bottle shall be immediately removed for testing, and the remaining "split" sealed specimen bottle shall be placed in secured storage. Such specimen shall be placed in refrigerated storage if it is to be tested outside of the DOT mandated period of time.

The employee will be given a shrink-wrapped or similarly protected urine collection kit. After receiving the specimen, the collector shall pour at least 30 mL of urine into the specimen bottle and at least 15 mL into the second split specimen bottle. Both bottles shall be sealed in the employee's presence, initialed by the employee, then forwarded to an accredited laboratory for testing. If the employee is advised by the MRO that the first (1st) urine sample tested positive, adulterated, or substituted, in a random, return to duty, follow-up, probable suspicion or post accident urine drug test, the employee may, within seventy-two (72) hours of receipt of the actual notice, request from the MRO that the second (2nd) urine specimen be forwarded by the first laboratory to another independent and unrelated accredited laboratory of the parties' choice for GC/MS confirmatory testing for the presence of the drug, or other confirmatory testing for adulterants, or to confirm that the specimen has been substituted as defined in 49 CFR Part 40. If the employee chooses to have the second (2nd) sample analyzed, he/she shall at that time execute a special check-off authorization form to ensure payment by the employee. Split specimen testing will conform to the regulations as defined in 49 CFR Part 40. If the employee chooses the optional split sample procedure, and so notifies his Employer, disciplinary action can only take place after the MRO reports a positive, adulterated, or substituted result on the primary test and the MRO reports that the testing of the split specimen confirmed the result. However, the employee may be taken out of service once the MRO reports a positive, adulterated, or substituted result based on the testing of the primary specimen while the testing of the split specimen is being performed. If the second (2nd) test confirms the findings of the first laboratory and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the Employer for the cost of the second (2nd) sample's analysis before entering the rehabilitation program. If the second (2nd) laboratory report is negative, for drugs, adulterants, or substitution, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

4. Laboratory Accreditation

All laboratories used to perform urine drug testing pursuant to this Agreement must be certified by Health and Human Services under the National Laboratory Certification Program (NLCP).

G. Laboratory Testing Methodology

1. Urine Testing

The initial testing shall be by, immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmatory procedures for drugs and confirmatory procedures for specimens that are initially identified as being adulterated or substituted shall comply with the testing protocols mandated by the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

Validity testing shall be conducted on all specimens, pursuant to HHS requirements, to determine whether they have been adulterated or substituted. All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative, unless they are confirmed to be adulterated, substituted, or invalid. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive. Specimens that are confirmed to be adulterated or substituted shall be reported as such.

When a grievance is filed as a result of a drug test that is ruled positive, adulterated, or substituted, the Employer shall provide a copy of the MRO ruling to the Union.

Where Schedule I and II drugs are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist and certified as accurate.

2. Prescription and Non-prescription Medications

If an employee is taking a prescription or non-prescription medication in the appropriate described manner he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

3. Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician with the knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible medical causes of specimens having an invalid result, and applicable DOT agency regulations. In addition, the MRO shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements. The MRO shall review all urine drug test results from the laboratory and shall examine alternate medical explanations for tests reported as positive, adulterated, or substituted, as well as those results reported as invalid. Prior to the final decision to verify a urine drug test result, all employees shall have the opportunity to discuss the results with the MRO. If the employee declines to

Speak with the MRO, or the employee fails to contact the MRO within 72 hours of being notified to do so by the Employer, or if the MRO is unable to contact the employee within ten (10) days of the receipt of the drug test result being reported to him by the laboratory, then the MRO may report the result to the Employer.

4. Substance Abuse Professional (SAP)

The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, or a drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to Employer interest in safety-sensitive functions, and applicable DOT agency regulations. In addition, the SAP shall comply with the DOT qualification training and continuing education requirements.

H. Leave of Absence Prior to Testing

1. An employee shall be permitted to take leave of absence in accordance with the FMLA or applicable State leave laws for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

2. Employees requesting to return to work from a voluntary leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Part J of this Section. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

The provisions of this Section shall not apply to probationary employees.

I. Disciplinary Action Based on Positive, Adulterated, or Substituted Test Results

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the Employer may take disciplinary action based on the test results as follows:

1. If the MRO reports that a urine drug test is positive, adulterated, or substituted, the employee shall be subject to discharge except as provided in Part J.

2. The following actions shall apply in probable suspicion testing based on DOT and contractual mandates.

a. If the urine drug test is positive, adulterated, or substituted, according to the procedures described in Part G, the employee shall be subject to discharge.

b. If the breath alcohol test results show a blood alcohol concentration equal to or above the level previously determined by the Collective Bargaining Agreement for

alcohol intoxication, the employee shall be subject to discharge pursuant to the Collective Bargaining Agreement.

c. If the breath alcohol test is negative and the urine drug test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.

J. Return to Employment After a Positive Urine Drug Test

1. Any employee with a positive, adulterated, or substituted urine drug test result, thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1) - time lifetime basis if the employee successfully completes a course of education and/or treatment program as recommended by the Substance Abuse Professional (SAP). The SAP will recommend a course of education and/or treatment with which the employee must demonstrate successful compliance prior to returning to DOT safety-sensitive duty. The SAP will refer him/her to a treatment program which has been approved by the applicable Health and Welfare Fund, where such is the practice. Any cost of evaluation, education and/or treatment over and above that paid for by the applicable Health and Welfare Fund, must be borne by the employee.

2. Employees electing the one-time lifetime evaluation and/or rehabilitation must notify the Company within ten (10) days of being notified by the Company of a positive, adulterated, or substituted urine drug test. The evaluation process and education and/or treatment program must take a minimum of ten (10) days. The employee must begin the evaluation process and education and/or treatment program within fifteen (15) days after notifying the Company. The employee must request reinstatement promptly after successful completion of the education and/or treatment program. After the minimum ten (10) day period and re-evaluation by the SAP, the employee may request reinstatement, but must first provide a negative return to duty urine drug test, to be conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated. Any employee choosing to protest the discharge must file a grievance. After the discharge is sustained, the employee must notify the Company within ten (10) days of the date of the decision, of the desire to enter the evaluation process and education and/or treatment program.

3. It is understood by the parties that employees will continue to receive all negotiated benefits under the Collective Bargaining Agreement.

4. Before reinstatement after the minimum ten (10) day period, the employee must be re-evaluated by the Substance Abuse Professional to determine successful compliance with any recommended education and/or treatment program. The employee must then submit to the Employer's return-to-duty urine drug test (and alcohol test if so prescribed by the SAP) with a negative result. The employee will be subject to at least six (6) unannounced follow-up urine drug tests in the first year, as determined by the SAP. If, at any time, the employee tests positive, provides an adulterated or substituted specimen, or refuses to submit to a test, the employee shall be subject to discharge.

(a) Return-to-duty drug test is a urine drug test which an employee must complete with a negative result, after having been reevaluated by a SAP to determine successful compliance with recommended education and/or treatment.

(b) Follow-up drug testing shall mean those unannounced urine drug tests required (minimum of six (6) in a twelve (12) month period) when an employee tests positive, provides an adulterated or substituted specimen, or refused to be tested and has been evaluated by the SAP, completed education and/or treatment, been re-evaluated by SAP and returned to work. The requirements of follow-up testing follow the employee through breaks in service (i.e. layoff, on-the-job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow-up testing follow the employee to subsequent employers. The SAP has the authority to order any number of follow-up urine drug and/or alcohol tests and to extend the twelve (12) month period up to sixty (60) months.

K. Special Grievance Procedure

1. Disciplinary disputes will be heard in accordance with Article 26 (Grievance Procedure) of the Collective Bargaining Agreement.
2. The procedures set forth herein may be invoked only by the authorized Union Representative or the Employer.

L. Paid-for Time

1. Training

Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

2. Testing

Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

a. Random Drug Tests

(1) for all time at the collection site.

(2) (a) for travel time one way if the collection site is reasonably en route between the employee's home and the terminal, and the employee is going to or from work;
or

(b) for travel time both ways between the terminal and the collection site, only if the collection site is not reasonably en route between the employee's home and the terminal.

(3) When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.

(4) The Employer will not require the employee to go for urine drug testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.

(5) During an employee's shift, an employee will not be required to use his/her personal vehicle from the terminal to and from the collection site to take a random drug test.

b. Non-Suspicion-Based Post-Accident Testing

(1) In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time [during the thirty-two (32) hour period], the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

(2) When the Employer takes a road driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the road driver to return to his/her home terminal in accordance with the Collective Bargaining Agreement.

Section 4. Alcohol Testing

The parties agree that in the event of further federal legislation or DOT regulations providing for revised methodologies or requirements, those revisions shall, to the extent they impact this Agreement, unless mandated, be subject to mutual agreement by the parties.

A. Employees Who Must be Tested

There shall be random, non-suspicion-based post-accident and probable suspicion alcohol testing of all employees subject to DOT-mandated alcohol testing. This includes all employees who, as a condition of their employment, are required to have a DOT physical, a CDL and are subject to testing for drugs under Article 35, Section 3 B.

Employees covered by this Collective Bargaining Agreement who are not subject to DOT-mandated alcohol testing are only subject to probable suspicion testing as provided in Article 35, Section 3 of the NMFA or the appropriate article of the applicable Supplemental Agreement. The alcohol breath testing methodology outlined in this Section will be utilized for all employees required to undergo probable suspicion testing. (For test results and discipline, refer to NMFA, Article 35, Section 3 I 2.)

B. Alcohol Testing Procedure

All alcohol testing under this Section will be conducted in accordance with applicable DOT/FMCSA regulations. All equipment used for alcohol testing must be on the NHTSA Conforming Products List and be used and maintained in compliance with DOT requirements. Breath samples will be collected by a Breath Alcohol Technician (BAT) who has successfully completed the necessary training course that is the equivalent of the DOT model course and who is knowledgeable of the alcohol testing procedures set forth in 49 CFR Part 40 and any current DOT Guidance. Law enforcement officers who have been certified by state or local governments to conduct breath alcohol testing are deemed to be qualified as Breath Alcohol Technicians. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. The Employer shall provide the employees with material containing the information required by Section 382.601 of the Federal Motor Carrier Safety Regulations.

1. Screening Test

The initial screening test uses an Evidential Breath Testing (EBT) device, unless other testing methodologies or devices are mandated or agreed upon, to determine levels of alcohol. The following initial cutoff levels shall be used when screening breath samples to determine whether they are negative or positive for alcohol.

Breath Alcohol Levels:

Less than 0.02% BAC - Negative

0.02% BAC and above - Positive (Requires Confirmation Test)

2. Confirmatory Test

All samples identified as positive on the initial screening test, indicating an alcohol concentration of 0.02% BAC or higher, shall be confirmed using an EBT device that is capable of providing a printed result in triplicate; is capable of assigning a unique number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the device, the device's serial number and the time of the test unless other testing methodologies or devices are mandated or mutually agreed upon.

A confirmation test must be performed a minimum of fifteen (15) minutes after the screening test, but not more than thirty (30) minutes, unless otherwise provided by conditions set forth and defined in 49 CFR Part 40.

The following cutoff levels shall be used to confirm a positive test for alcohol:

Breath Alcohol Levels:

Less than 0.02% BAC - Negative

0.02% BAC to 0.039% BAC - Positive*

0.04% BAC and above - Positive*

*Refer to Section 4 L for Discipline Based on a Positive Test

C. Notification

All employees subject to DOT-mandated random alcohol testing will be notified of testing by the Employer, in person or by direct phone contact.

D. Pre-Qualification Testing for Non-DOT Personnel

Section has been deleted

E. Random Testing

The method used to randomly select employees for alcohol testing shall be neutral, scientifically valid and in compliance with DOT regulations.

The annual random testing rate for alcohol use shall be the rate established by the Administrator of the FMCSA.

In the event of a grievance or litigation, the Employer shall, upon written request from the employee, release to the employee and the Union (in its capacity as representative of the grievant and as a decision maker in the grievance process), information required to be maintained under the DOT alcohol testing regulations and arising from the results of an alcohol test which is subject to release under the regulations.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected employees are treated fairly and equally.

Employees subject to random alcohol testing shall be tested within one (1) hour prior to starting the tour of duty, during the tour of duty, or immediately after completing the tour of duty.

Employees who are on long-term illness or injury leave of absence, disability or vacation shall not be subject to testing during the period of time they are away from work.

F. Non-Suspicion-Based Post-Accident Testing

Employees subject to non-suspicion-based post-accident alcohol testing shall be limited to those employees subject to DOT alcohol testing, who are involved in an accident where there is:

(i) a fatality, or;

(ii) a citation under State or local law is issued to the driver for a moving traffic violation arising from the accident in which

(a) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or

(b) one or more motor vehicles incurring disabling damage as a result of the accident, requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

Alcohol testing will be required under the above conditions and employees are required to submit to such testing as soon as practicable. Under no circumstances shall this type of testing be conducted after eight (8) hours from the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until a DOT post-accident alcohol test is performed, whichever occurs first. It is not the intention of this language to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

Prior to the effective date of the DOT alcohol testing regulations, the Employer agrees to give each employee subject to DOT non-suspicion-based post-accident testing written notification of the procedures required by the DOT regulations in the event of an accident as defined by the DOT.

G. Substance Abuse Professional (SAP)

1. The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, or a drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders, be knowledgeable of the SAP function as it relates to Employer interest in safety-sensitive functions, and applicable DOT agency regulations. In addition, the SAP shall comply with the DOT qualification training and continuing education requirements.

2. The Employer will provide the employee with a list of resources available to the driver in evaluating and resolving problems with the misuse of alcohol as soon as practicable but no later than thirty-six (36) hours after the Employer's receipt of notice from the BAT that the employee has a BAC of 0.04% or higher, exclusive of holidays and weekends. The SAP will be responsible for recommending the appropriate course of education and/or treatment required prior to the employee returning to work and is the only person responsible for determining, during the evaluation process, whether an employee will be directed to a rehabilitation program, and if so, for how long.

3. Follow-up and return-to-duty tests need not be confined to the substance involved in the violation. If the SAP determines that a driver needs assistance with an alcohol and drug abuse problem, the SAP may require drug tests to be performed

along with any required alcohol follow-up and/or return-to-duty tests, if it has been determined that a driver has violated the drug testing prohibition.

4. Any cost of evaluation by the SAP and/or rehabilitation recommended by the SAP associated with the abuse of alcohol while performing or available to perform safety-sensitive functions under this Agreement, over and above that paid for by the applicable Health and Welfare Fund, must be borne by the employee. The Employer will pay for random, non-suspicion-based post-accident and probable suspicion alcohol testing. Return-to-duty and follow-up alcohol testing that is prescribed by the SAP, will be paid for by the Employer, provided the employee tests negative.

H. Probable Suspicion Testing

Employees subject to DOT probable suspicion alcohol testing under this Section shall be tested in accordance with current, applicable DOT regulations.

For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

Probable suspicion is defined as an employee's specific observable appearance, behavior, speech or body odor that clearly indicates the need for probable suspicion alcohol testing.

In the event the Employer is unable to determine whether the abnormal behavior or appearance is due to alcohol or drugs, the Employer shall specify that the basis for any disciplinary action or testing is for alcohol and/or drug intoxication. In such cases, the employee shall be tested in accordance with Article 35, Section 3 A, and applicable DOT alcohol testing regulations.

In cases where an employee has specific, observable, abnormal indicators regarding appearance, behavior, speech or body odor, and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of alcohol, the Employer may require the employee, in the presence of a union shop steward or other employee requested by the employee under observation, to submit to a breath alcohol test. Suspicion is not probable and thus not a basis for testing if it is based solely on third party observation and reports.

The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other union official after the employee is discharged or suspended or taken out of service.

All supervisors and Employer representatives designated to determine whether probable suspicion exists to require an employee to undergo alcohol testing shall receive specific training on the physical, behavioral, speech and performance indicators of how to detect probable suspicion alcohol misuse and use of controlled substances as required by DOT regulations.

In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

I. Preparation for Testing

All alcohol testing shall be conducted in conformity with the DOT alcohol regulations. Any alleged abuse by the Employer, such as proven harassment of any employee or deliberate violation of the regulations or the contract shall be subject to the grievance procedure to provide a reasonable remedy for the alleged violation.

Upon arrival at the testing site, an employee must provide the Breath Alcohol Technician (BAT) with proper identification. The employee shall not be required to waive any claim or cause of action under the law.

A standard DOT approved alcohol testing form will be used by all testing facilities. In the case of probable suspicion or other contractually required testing, a Non-DOT chain of custody form will be used for the testing of Non-DOT employees.

J. Specimen Testing Procedures

All procedures for alcohol testing will comply with Department of Transportation regulations.

No unauthorized personnel will be allowed in any area of the testing site. Only one alcohol testing procedure will be conducted by a BAT at the same time.

The employee will provide his or her breath sample in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily. Testing will be under the direct observation of a Breath Alcohol Technician (BAT). All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, within five (5) days, an evaluation from a licensed physician selected by the Employer and the Local Union and who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of breath. If the physician is unable to determine that a medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge.

K. Leave of Absence Prior to Testing

An employee shall be permitted to take leave of absence in accordance with the FMLA or applicable State leave laws for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

This provision does not alter or amend the disciplinary provision (Article 35, Section 4 L) of this Section.

Before returning to work from a voluntary leave of absence, the employee must have completed any recommended treatment and taken a return to duty test, with a result of less than 0.02% BAC, and further be subject to six (6) unannounced follow-up alcohol tests in the first twelve (12) months following the employee's return to duty.

L. Disciplinary Action Based on Positive Test Results

1. First Positive Test

0.02% BAC-0.039% BAC

Out of Service for 24 hours

0.04% BAC-Less than State DWI/DUI Limit

Out of Service for the length of time determined by the SAP with a minimum of twenty-four (24) hours

State DWI/DUI Limit and Above

Subject to discharge

2. Second Positive Test

0.02% BAC-0.039% BAC

Out of Service for a five (5) calendar day suspension

0.04% BAC-Less than State DWI/DUI Limit

Out of Service for the length of time determined by the SAP with a minimum of a twenty (20) calendar day suspension

State DWI/DUI Limit and Above

Subject to discharge

3. Third Positive Test

0.02% BAC-0.039% BAC

Out of Service for a fifteen (15) calendar day suspension

0.04% BAC-Less than State DWI/DUI Limit

Out of Service for the length of time determined by the SAP with a minimum of a thirty (30) calendar day suspension

State DWI/DUI Limit and Above

Subject to discharge

4. Fourth Positive Test

0.02% BAC-0.039% BAC

Subject to discharge

0.04% BAC-Less than State DWI/DUI Limit

Subject to discharge

State DWI/DUI Limit and Above

Subject to discharge

5. An employee who is tested positive in a non-suspicion-based post-accident alcohol testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater:

First Non-Suspicion-Based Post-Accident Positive Test - 0.02% BAC - 0.039% BAC - Thirty (30) calendar day suspension. 0.04% BAC and higher - Subject to discharge.

Second Non-Suspicion-Based Post-Accident Positive Test - 0.02% BAC and higher - Subject to discharge.

6. An employee's refusal to submit to any alcohol test will subject the employee to discharge.

M. Return to Duty After a Positive (Greater than .04 to the State Limit) Alcohol Test

Before returning to work the employee must be evaluated by a SAP, comply with any education and/or treatment recommended by the SAP, be re-evaluated by the SAP to determine compliance with recommended education and/or treatment, and take a return-to-duty alcohol test, showing a result of less than 0.02% BAC. The employee will be subject to at least six (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP. The requirements of follow-up testing follow the employee through breaks in service (i.e. layoff, on-the-job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow-up testing follow the employee to subsequent employers. The SAP has the authority to order any number of follow-up alcohol and/or urine drug tests and to extend the twelve (12) month period up to sixty (60) months.

N. Paid-for-time -Testing

Employees subject to testing and selected by the random selection process for alcohol testing shall be compensated at the regular straight time hourly rate of pay provided that the test is negative:

1. Random Alcohol Tests

a. Paid for all time at the collection site.

b. (1) for travel time one way if the collection site is reasonably en route between the employee's home and the terminal, and the employee is going to or from work; or

(2) for travel time both ways between the terminal and the collection site, only if the collection site is not reasonably en route between the employee's home and the terminal.

c. When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.

d. The Employer will not require the city employee to go for alcohol testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.

e. During an employee's shift, an employee will not be required to use his/her personal vehicle from the terminal to and from the collection site to take a random alcohol test.

2. Non-Suspicion-Based Post-Accident Testing

a. In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time (during the eight (8) hour period), the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

b. When the Employer takes a driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the driver to return to his/her home terminal in accordance with the Collective Bargaining Agreement.

O. Record Retention

The Employer shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur.

Each Employer or its agent is required to maintain the following records for two years:

1. Records of the inspection and maintenance of each EBT used in employee testing;

2. Documentation of the Employer's compliance with the Quality Assurance Program for each EBT it uses for alcohol testing; and

3. Records of the training and proficiency testing of each BAT used in employee testing.

The Employer must maintain for five years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

P. Special Grievance Procedure

1. Disciplinary disputes will be heard in accordance with Article XXVI (Grievance Procedure) of the Collective Bargaining Agreement.

2. It is understood by the parties that employees will continue to receive all negotiated benefits under the Collective Bargaining Agreement.

3. The Procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

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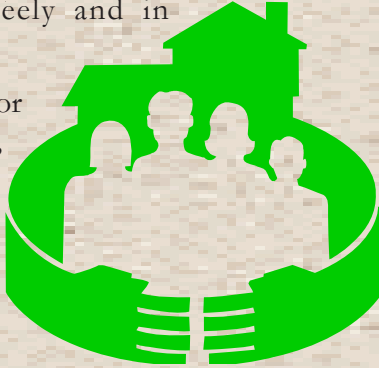
APPENDIX B

**Pennsylvania Turnpike Commission TEAP
(Turnpike Employee Assistance Program) Brochure**

How TEAP Works

As an employee, you and your family may call TEAP's toll-free number and schedule an appointment with a counselor. You will be able to talk freely and in complete privacy.

A TEAP counselor will talk with you, help you assess the problem and provide short-term counseling.



A supervisor may refer you to a TEAP counselor when job performance problems occur and personal problems seem to be the cause. The supervisor is informed as to whether or not the appointment is kept. However, the nature of your problem is kept confidential and may not be released without your consent.

Seeking help will not jeopardize your job rights or promotional opportunities. However, an employee who uses TEAP should not believe they are exempt from the PTC's standard operating practices. This service is designed to help employees in dealing with difficult situations, not act as an alternative to the PTC's disciplinary procedure.

How To Start

To speak with a TEAP representative or set up an appointment, call the Penn Foundation (Administrator of TEAP) at:

(800) 616-9248

**24-HOUR
EMERGENCY
SERVICE
AVAILABLE**

TEAP

Pennsylvania **TURNPIKE** Commission's
EMPLOYEE ASSISTANCE PROGRAM



The Penn Foundation, Inc.

(12/01)

A Counseling Service for PTC Employees and their Families

There are times in everyone's life when problems occur. Sometimes these problems are so difficult that we need help in dealing with them. TEAP, the Turnpike's confidential Employee Assistance Program, can help in solving these kinds of problems. TEAP is a professional counseling service to help PTC employees and their families deal with many different kinds of issues, including:

- ▶ **Stress**
- ▶ **Marital**
- ▶ **Medical**
- ▶ **Emotional**
- ▶ **Financial**
- ▶ **Family Conflict**
- ▶ **Work Related Problems**
- ▶ **Alcohol and Drug Abuse**

TEAP's counseling professionals are there to help you.

Confidentiality

The nature of your problem, as well as the conversation between you and your counselor is strictly confidential. Privacy is protected by strict confidentiality laws and regulations. TEAP may not share any personal information with the Pennsylvania Turnpike Commission without your written consent.

A Benefit

TEAP is a benefit provided by the Pennsylvania Turnpike Commission for use by PTC employees and their family. You are entitled to six (6) counseling sessions. The Pennsylvania Turnpike Commission covers the cost for these sessions, and encourages you to use this confidential, professional counseling service when you need it. Outside treatment and other professional services may be covered by your health insurance.

Problems, even when unrelated to work, can adversely affect job performance and career opportunities. Left unresolved, problems can often lead to more serious situations with a greater risk that your health or job performance will be affected.

Professional

TEAP counselors have the training and experience to assist you in dealing with your problems. Counselors will listen carefully, assess your situation, and help you decide what to do next. If you need further assistance, the counselor will refer you to the appropriate professional who can help.



Call (800) 616-9248

Community Behavioral Healthcare Network of Pennsylvania (CBHNP) is the contracted organization of TEAP. The Penn Foundation, subcontracted by CBHNP, administers the TEAP program for the Pennsylvania Turnpike Commission.



APPENDIX C

**Pennsylvania Turnpike Commission Highmark
PPO Blue Benefit Summary Sheet**

Pennsylvania Turnpike Commission
PPOBlue Benefit Summary



PAYMENT LEVEL	IN-NETWORK DEDUCTIBLE	OFFICE VISITS	EMERGENCY ROOM SERVICES
100%/70%	\$0	\$15/\$25 COPAY	\$50 COPAY

If you receive services in the Plan Service Area from a Network Provider or in the Highmark Managed Care Network Service Area from a Preferred Professional Provider, Participating Facility Provider or Contracting Supplier, you will receive the highest level of benefits. If you choose to obtain medical care through another provider or a provider outside of the Plan Service Area or outside the Highmark Managed Care Network Service Area, you will receive the lower level of benefits. Ⓣ There is no need to select a Primary Care Physician (PCP). No referrals are needed for specialty care. The benefit levels are set forth below.

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Benefit Period	<i>Calendar Year</i>	
Deductible Per Benefit Period	None	\$400 Individual \$800 Family Aggregate
Payment Level <i>Based on Provider's Reasonable Charge (PRC)</i>	100% PRC	70% PRC after deductible until out-of-pocket limit is met; then 100% PRC
Out-of-Pocket Limit <i>Includes Coinsurance, certain exclusions may apply</i>	Not Applicable	\$1,500 Individual \$3,000 Family Aggregate
Lifetime Maximum	Unlimited	\$1,000,000/person
Ambulance	100% PRC	70% PRC after deductible
Assisted Fertilization Procedures	Not Covered	Not Covered
Dental Services Related to an Accidental Injury	100% PRC	70% PRC after deductible
Diabetes Treatment	100% PRC	70% PRC after deductible
Diagnostic Services <i>Lab, X-ray, and Medical Tests</i>	100% PRC	70% PRC after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% PRC	70% PRC after deductible
Emergency Room Services	100% PRC after \$50 Copay – waived if admitted	
Enteral Formulae	100% PRC	70% PRC no deductible
Hearing Care Services	100% PRC \$350 allowance per 36 month period	
Home Health Care <i>Excludes Respite Care</i>	100% PRC	70% PRC after deductible 90 visits/benefit period
Hospice <i>Includes Respite Care</i>	100% PRC	70% PRC after deductible
Hospital Expenses <i>Inpatient and Outpatient</i>	100% PRC	70% PRC after deductible
Infertility Counseling, Testing and Treatment <i>Treatment includes coverage for the correction of a physical or medical problem associated with infertility.</i>	100% PRC	70% PRC after deductible
Maternity <i>Includes Dependent Daughters</i>	100% PRC	70% PRC after deductible
Medical Care <i>Includes Inpatient Visits and Consultations</i>	100% PRC	70% PRC after deductible
Mental Health Inpatient Ⓣ <i>Includes Partial Hospitalization (2 for 1 trade)</i>	100% PRC	70% PRC after deductible 30 days/benefit period (up to 30 days for serious mental illness)
Mental Health Outpatient Ⓣ	100% PRC after \$25 Copay	50% PRC after deductible 30 visits/benefit period (up to 60 days for serious mental illness)
Office Visits <i>Primary Care Physician</i> <i>Specialty Care Physician</i>	100% PRC after \$15 Copay 100% PRC after \$25 Copay	70% PRC after deductible 70% PRC after deductible
Oral Surgery	100% PRC	70% PRC after deductible
Physical Medicine Outpatient	100% PRC after \$25 Copay	70% PRC after deductible 20 visits/benefit period

PAYMENT LEVEL	IN-NETWORK DEDUCTIBLE	OFFICE VISITS	EMERGENCY ROOM SERVICES
100%/70%	\$0	\$15/\$25 COPAY	\$50 COPAY

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Preventive Care <i>Adult Preventive Care Schedule includes:</i> Routine Physical Exam Immunizations Routine Diagnostic Screening Screening, Mammography Routine Gynecological Exam & Pap Test	100% PRC after \$15 Copay 100% PRC 100% PRC 100% PRC 100% PRC after \$25 Copay	70% PRC after deductible 70% PRC after deductible 70% PRC after deductible 70% PRC after deductible 70% PRC no deductible/lifetime maximum
<i>Pediatric Preventive Care Schedule includes:</i> Routine Physical Exams Pediatric Immunizations Routine Diagnostic Screening	100% PRC after \$15 Copay 100% PRC 100% PRC	70% PRC after deductible 70% PRC no deductible/lifetime maximum 70% PRC after deductible
<i>Highmark's preventive care schedule is updated periodically based on changes in clinical practice guidelines.</i>		
Private Duty Nursing	100% PRC 240 hours/benefit period	70% PRC after deductible
Skilled Nursing Facility Care	100% PRC 100 days/benefit period	70% PRC after deductible
Speech & Occupational Therapy <i>Outpatient</i>	100% PRC after \$25 Copay 12 visits/benefit period per type of therapy	70% PRC after deductible
Spinal Manipulations	100% PRC after \$25 Copay 20 visits/benefit period	70% PRC after deductible
Substance Abuse Detoxification	100% PRC 7 days/admission; 4 admissions/lifetime	70% PRC after deductible
Substance Abuse Inpatient Rehabilitation <i>Includes Partial Hospitalization (2 for 1 trade)</i>	100% PRC 30 days/benefit period; 90 days/lifetime	70% PRC after deductible
Substance Abuse Outpatient	100% PRC after \$25 Copay 60 visits/benefit period; 120 visits/lifetime	70% PRC after deductible
Surgical Expenses <i>Includes Assistant Surgery, Anesthesia, Sterilization and Reversal Procedures, Excludes Neonatal Circumcision</i>	100% PRC	70% PRC after deductible
Therapy and Rehabilitation Services <i>Chemotherapy, Radiation Therapy, Dialysis, Infusion Therapy, Respiratory Therapy</i>	100% PRC	70% PRC after deductible
Transplant Services	100% PRC	70% PRC after deductible
Precertification Requirements for Inpatient Admissions <i>No Penalty for Non-compliance. If Highmark Blue Shield is not contacted prior to a non-emergency out-of-network inpatient admission and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, the member will be responsible for any costs not covered.</i>	Performed by Network Provider	Performed by Member
Condition Management	Case Management, Blues on Call, and Disease State Management	

① The Plan Service Area includes all counties in Pennsylvania. To obtain services at the maximum benefit level within the 29 western Pennsylvania counties, providers within the Highmark Managed Care Network must be used. To find a provider with the Highmark Managed Care Network, call the member services number on the back of your identification card.

② State mandated benefits (30 inpatient days and 60 outpatient visits annually) **may** apply for serious diagnosis. Serious diagnosis includes schizophrenia, schizoaffective disorder, major depressive disorder, bipolar disorder, obsessive-compulsive disorder, panic disorder, anorexia nervosa, bulimia nervosa and delusional disorder.

200301/Customized

APPENDIX D

Pennsylvania Turnpike Commission
Business Associates Agreement

**PENNSYLVANIA TURNPIKE COMMISSION
BUSINESS ASSOCIATE AMENDMENT**

Health Insurance Portability and Accountability Act (HIPAA) Compliance

This Amendment made this ____ day of _____, 200_, between the **Pennsylvania Turnpike Commission** and _____, contains additions to the terms and conditions of the Agreement dated _____ between the parties hereto.

WHEREAS, the **Pennsylvania Turnpike Commission** (hereinafter the “Covered Entity”) will make available and/or transfer to _____ (hereinafter the “Business Associate”) certain Protected Health Information (PHI), in conjunction with goods or services that are being provided by Business Associate to or on behalf of the Pennsylvania Turnpike Commission, that is confidential and must be afforded special treatment and protection in accordance with the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy Regulations at 45 CFR Part 160-164.

WHEREAS, Business Associate will have access to and/or receive from Covered Entity, PHI that can be used or disclosed only in accordance with this Amendment and the HIPAA Privacy Regulations at 45 CFR Part 160-164.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

- a. “Business Associate” shall have the meaning given to such term under the HIPAA Regulations, including but not limited to, 45 CFR § 160.103.
- b. “Covered Entity” shall have the meaning given to such term under HIPAA and the HIPAA Privacy Regulations, including, but not limited to, 45 CFR § 160.103.
- c. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of healthcare to an individual; or the past, present or future payment for the provision of healthcare to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Privacy Regulations, including, but not limited to 45 CFR § 164.501.
- d. In accordance with 45 CFR Part 160-164, the Pennsylvania Turnpike Commission is the **Covered Entity** and _____ is the **Business Associate**.

- e. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160-164.

2. **Limits on Use and Disclosure Established by Terms of Amendment.** Business Associate hereby agrees that it shall be prohibited from using or disclosing the PHI provided or made available by Covered Entity for any purpose other than as expressly permitted or required by this Amendment, in accordance with 45 CFR § 164.504(e)(2)(i).

3. **Stated Purposes for which Business Associate May use or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided or made available from Covered Entity for the following stated purposes: .

4. **Additional Purposes for which Business Associate May use or Disclose Information.** In addition to the stated purposes, Business Associate may use or disclose PHI provided or made available from Covered Entity for the following additional purpose(s):

- a. **Use of Information for Management, Administration and Legal Responsibilities.** Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of the Business Associate. 45 CFR § 164.504(e)(4)(ii).
- b. **Disclosure of Information for Management, Administration and Legal Responsibilities.** Business Associated is permitted to disclose PHI received from Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associated, provided that:
 - i) The disclosure is required by law; or
 - ii) The Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached. 45 CFR § 164.504(e)(4)(ii).
- c. **Data Aggregation Services.** Business Associate is also permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 CFR § 164.501, relating to healthcare operations of Covered Entity. 45 CFR § 164.504(e)(2)(i)(B).

5. BUSINESS ASSOCIATE OBLIGATIONS:

- a. **Limits on Use and Further Disclosure Established by Amendment and Law.** Business Associate hereby agrees that the PHI provided or made available by Covered Entity shall not be further used or disclosed other than as permitted or required by the Amendment or as required by law. 45 CFR § 165.404(e)(2)(ii)(A).
- b. **Appropriate Safeguards.** Business Associate will establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Amendment. 45 CFR § 164.504(e)(2)(ii)(B).
- c. **Reports of Improper Use or Disclosure.** Business Associate hereby agrees that it shall report to Judy K. Treaster, Manager, Compensation and Benefits in Covered Entity's Human Resources Department, within two (2) days of discovery of any use or disclosure of PHI not provided for or allowed by this Amendment. 45 CFR § 164.504(e)(2)(ii)(C).
- d. **Subcontractors and Agents.** Business Associate hereby agrees that anytime PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and must enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Amendment. 45 CFR § 164.504(e)(2)(ii)(D).
- e. **Right of Access to PHI.** Business Associate hereby agrees to make available to an individual who is the subject of the PHI the right to access and copy that individual's PHI, at the request of the individual or of the Covered Entity, in the time and manner designated by the Covered Entity. This right of access shall conform with and meet all the requirements of 45 CFR § 164.524 and 45 CFR § 164.504(e)(2)(ii)(E).
- f. **Amendment and Incorporation of Amendments.** Business agent agrees to make any amendments to PHI that have been agreed to by the Covered Entity, at the request of Covered Entity or of the individual in the time and manner designated by Covered Entity, in accordance with 45 CFR 164.526 and 45 CFR § 164.504(e)(2)(ii)(F).
- g. **Provide Accounting.** Business Associate agrees to document and make available to Covered Entity or to the individual any information necessary to provide an accounting of disclosures in accordance with 45 CFR § 164.528 and 45 CFR § 164.504(e)(2)(ii)(G), within 30 days of receipt of a request for an accounting, in the manner designated by the Covered Entity.

- h. **Access to Books and Records.** Business Associate hereby agrees to make its internal practices, books and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations. 45 CFR § 164.504(e)(2)(ii)(H).
- i. **Return or Destruction of PHI.** At termination of this Amendment, Business Associate hereby agrees to return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Amendment. If return or destruction of the PHI is not feasible, business Agent agrees to such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed. 45 CFR § 164.504(e)(2)(ii)(I).
- j. **Mitigation Procedures.** Business Associate agrees to establish and to provide to the Pennsylvania Turnpike Commission upon request, procedures for mitigating to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Amendment or the HIPAA Privacy Regulations. 45 CFR § 164.530(f). Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Amendment.
- k. **Sanction Procedures.** Business Associate agrees that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Amendment or the HIPAA Privacy Regulations. 45 CFR § 164.530(e)(1).
- l. **Grounds for Breach.** Any noncompliance by Business Associate with this Amendment or the HIPAA Privacy Regulations will automatically be considered to be grounds for breach pursuant to the underlying agreement, if Business Associate knew or reasonably should have known of such noncompliance and failed to immediately take responsible steps to cure the noncompliance.
- m. **Termination by Covered Entity.** Notwithstanding the termination language in the underlying contract, Business Associate authorizes termination of the underlying contract by the Covered Entity if the Covered Entity determines, in its sole discretion, that the Business Associate has violated a material term of this Amendment.

- n. **Privacy Practices.** The Covered Entity shall provide and Business Associate shall immediately begin using any form, including but not limited to, used for Consent, Notice of Privacy Practices, Accounting for Disclosures or Authorization, designated as effective by the Covered Entity at any given time. The Covered Entity retains the right to change the applicable privacy practices and documents. The Business Associate must implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

6. **OBLIGATIONS OF COVERED ENTITY:**

- a. **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § 164.520, as well as changes to such notice.
- b. **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such change affects Business Associate's permitted or required uses and disclosures.
- c. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522.

IN WITNESS WHEREOF, the **Pennsylvania Turnpike Commission** and [REDACTED] have executed this Agreement by their duly authorized officers and affixed their respective official and corporate seals on the date written above.

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

Ann Louise Edmunds
Assistant Secretary-Treasurer

Date

Allen D. Biehler, P.E.
Chairman

Date

APPROVED AS TO FORM AND LEGALITY:

Albert C. Peters II
General Litigation and Contracts Counsel

Date

Robert A. Mulle
Chief Deputy Attorney General

Date

ATTEST: []

Signature: _____ Date _____ Signature: _____ Date _____

Name: _____ Name: _____

Title: _____ Title: _____

Federal Tax ID No. _____

Addendum No. 1
RFP #10-10380-2357
EMPLOYEE ASSISTANCE PROGRAM SERVICES

Prospective Respondents: You are hereby notified of the following information in regard to the referenced project:

Revision

Please make note of the change in the proposal Due Date as follows:

Part I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Fran Furjanic, on or before **12:00 Noon, local time, February 17, 2010.**

Corrections

The following paragraphs should read as follows:

Part IV-3. Requirements (second paragraph)

"The contractor must be willing to sign the Commission's Business Associates Agreement regarding compliance with the Health Insurance Portability and Accountability Act (HIPAA). A copy of this document is located in **Appendix D.**"

Part V Questionnaire, F. Billing (third bullet)

"Describe how bills **would be sent to the Commission, including turnaround time**, as well as when late fees would be assessed".

QUESTIONS AND ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of **January 22, 2010.** All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. What has been the average TEAP membership for the last 3 years?

Program membership for the prior three years is as follows:

2009 5,262 employees/dependents

2008 5,501 employees/dependents

2007 5,424 employees/dependents

2. For how long have Penn Associates administered the TEAP program? If less than 3 years, please provide the name of any other applicable vendor.

The Penn Foundation (through Community Behavioral Healthcare Network of Pennsylvania) has been the provider for EAP services for the Commission since 1996.

3. What are the TEAP PEPM rates for the past 3 years?

The Commission will not be providing this information.

4. If any usage reports prior to 2009 are available, please provide as well.

The EAP utilization statistics for 2008 and 2007 are available upon request to the Issuing Office.

5. What is the total number of on site support services received in each of the last three years, including critical incident and training?

In the past three years, there has been one on-site support service.

6. What are the training requirements per year?

There are no set training requirements. However, the Commission is willing to review any service that a prospective vendor wishes to provide. Please include any and all services you provide in your proposal. Financial counseling is included in our current package.

7. We note there is no specific mention of work/life services in the RFP, but the usage report mentions legal and financial issues. Please elaborate on what work/life services (if any) you would like us to propose.

The Commission is willing to review any service that a prospective vendor wishes to provide. Please include any and all services you provide in your proposal.

8. What are your communication requirements for EAP distribution (frequency and manner)? Is customization a requirement?

At a minimum, we would like the EAP service to be advertised through wallet cards and brochures.

As for customization, the Commission would like materials to be customized to at least include the Pennsylvania Turnpike Commission logo and to be referred to as the "Turnpike Employee Assistance Program (TEAP)".

9. What needs have not been met by the current carrier?

None.

10. Are you just looking for another EAP carrier to replace who you currently have?

All proposals will be considered.

11. Are you having issues? Can we know what those issues are?

The Commission is not experiencing any issues with our current vendor.

12. How many employees will be covered under the EAP services?

There are currently 2,160 individuals employed by the Commission.

13. Which other EAPs have you invited to participate?

The RFP is posted on the Commission's website for any interested EAP to participate.

14. Statistical [utilization] reports. To achieve a more balanced understanding of program use, could we be provided with the statistical report for the calendar year 2008?

The EAP utilization statistics for 2008 are available upon request to the Issuing Office.

15. SAP [Substance Abuse Professional] referrals. This is an important service of the EAP; only 1 case ["Tested Positive on Drug Screen," page 4] appears on the report. Was this the only "SAP" case in 2009?

Yes.

16. How long has the current vendor been providing the EAP?

The current vendor has been providing EAP services to the Commission since 1996.

17. What per capita fees were paid the current vendor in 2009 and 2008?

The Commission will not be providing this information.

18. Were other reimbursements than the per capita made in 2009 and 2008? If so, for what services and in what amounts?

The Commission will not be providing this information.

19. Is the current 6-session model the maximum allowed visits per year, or is the program 6-sessions *per presenting problem*?

The 6-session model is the amount of visits per year. However, we would be willing to review proposals that contain the 6-session per event model.

20. Had the current EAP vendor not performed a specific customer request adequately in 2009?

No.

21. If you were to improve upon the current EAP program, what adjustments would you make/implement?

The Commission is willing to review any service that a prospective vendor wishes to provide. Please include any and all services you provide in your proposal.

22. How many SAP cases were there in 2009 and does the Turnpike Commission pay the SAP provider or does it require the employee to share in that cost?

There was one SAP case in 2009. The cost for the service is included as part of the EAP's program.

23. How many employees will be covered under this EAP program? How many of these employees are union?

There are currently 2,160 individuals employed by the Commission. Of that number, 1,709 employees are union members, and 451 employees are management employees.

24. What has your utilization of counseling services been for the past 3 years?

The EAP utilization statistics for 2009, 2008 and 2007 are available upon request to the Issuing Office.

25. How many Critical Incident Stress Debriefings have been provided each year for the past 3 years?

In the past three years, there has been one on-site support service.

26. How many hours of onsite training have been provided each year for the past 3 years?

None.

27. Do you have required employee training? If so what type of training is required?

No. However, the Commission is willing to review any service that a prospective vendor wishes to provide. Please include any and all services you provide in your proposal.

28. Your current EAP program is a six session model. Does an employee have up to six sessions annually or up to six sessions per concern? If per concern, can they come to the EAP for as many different concerns as they many have in a year?

The 6-session model is the amount of visits per year. However, we would be willing to review proposals that contain the 6-session per event model.

29. How many DOT drivers are employed by the Turnpike Commission?

There are approximately 600 employees under DOT regulations.

30. How are SAP evaluations and treatment handled through your current EAP provider? Are they handled internally or by an outside vendor?

SAP evaluations are in compliance with DOT regulations and handled through our EAP provider.

31. How is SAP billing handled? Who is responsible for paying for SAP services....the Turnpike Commission or the employee?

The Commission does not handle the billing. SAP services are included as part of the EAP's program and paid for by our current EAP.

32. Do you accept any SAP qualified as defined by 49 CFR Part 40 subpart O Substance Abuse Professional and Return to Duty Process or only by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission?

We will accept any Substance Abuse Professional who meets the qualifications set forth by 49 CFR Part 40 subpart O of the U.S. Department of Transportation regulations.

33. How many SAP cases have you had each year for the past 3 years.

There was one SAP case in 2007 and one SAP case in 2009. There were none in 2008.

34. Please define the audit process noted on page 18.

We are asking you to define your organization's internal auditing process.

35. Are you going out to bid because you are dissatisfied with your current vendor or due to regulations?

The Commission is satisfied with its current vendor.

36. Are you satisfied with your current vendor Penn Foundation in regard to:

- Availability of your Account Manager?
- Availability of and timeliness of utilization and ad hoc reports?
- Level of utilization?
- Level of service in regard to Job Performance Referrals?
- Level of service in regard to Management Consultations?
- Availability of Promotional materials, live orientations for employees to the EAP, and live supervisor/manager training on EAP services and Job Performance Referrals?
- DOT Substance Abuse Professional evaluations and return to safety sensitive duties?

The Commission is satisfied with its current vendor.

37. What is your current pricing?

The Commission will not be providing this information.

38. How will your MH/SA health insurance benefits change in light of the Mental Health Parity and Addiction Equity Act of 2008?

The Commission will not be providing this information.

39. What is currently included in your EAP services?
Counseling?

Yes.

Work-Life consultation?

No.

Legal-Financial counseling?

Legal, no. Financial, yes.

Onsite services including training and CISD?

Yes.

Online resources?

No.

Management consultation?

Yes.

40. Can you confirm an employee count of 2160? How many of those employees are DOT regulated CDL licensed drivers?

There are currently 2,160 individuals employed by the Commission. There are approximately 600 employees under DOT regulations.

41. How many positive drug screens did your organization have in the last two years? Of those, how many were DOT regulated employees needing SAP evaluation & follow up?

There was one positive test in 2009. The individual was not in a DOT regulated position.

42. Why are you looking to change EAP providers? Is there any type of service you are not currently receiving that you would be interested in learning about?

The Commission routinely submits RFPs for service providers. We are willing to review any service that a prospective vendor wishes to provide. Please include any and all services you provide in your proposal.

43. How much do you currently pay for EAP services? Is there a budgeted amount for the year in which we are expected to bid?

The Commission will not be providing this information.

44. What other EAPs have been invited to the EAP bidding process?

The Commission will not be providing this information.

45. Do the DBE/MBE/WBE firms requested in the proposal have to be in the state of Pennsylvania or can they be located in the state in which our organization is headquartered?

As stated in Part II-7 of the RFP: “Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Department of General Services (www.dgs.state.pa.us) or the Pennsylvania Unified Certification Program (www.paucp.com) at the time of the submission of the proposal.”

46. Are you interested in any additional services beyond EAP Counseling? These include work-life services, wellness, leadership development, etc.

The Commission is willing to review any service that a prospective vendor wishes to provide. Please include any and all services you provide in your proposal.

47. Under the questionnaire, part D “Account Management.” Please define “run-in” and “run-out.” Is this for transitioning clinical cases within the EAP from previous EAP to new EAP?

Run-out refers to services related to the conclusion of a contract. Run-in refers to services related to the beginning of a new contract.

48. Who is your current EAP provider? And what is the current rate?

The Penn Foundation (through Community Behavioral Healthcare Network of Pennsylvania) is the current provider. We will not be providing rate information.

49. Are you seeking DOT SAP evaluations to be included in the price?

They are currently included in cost. However, if SAP evaluations are separated from the cost the Commission will still consider the proposal. Please include a cost for SAP evaluations separately if they are not part of the package price.

50. What is the average DOT SAP evaluations that have been conducted per year?

In the past 4 years, the average number of CDL drivers who have been referred to SAP services is one per year.

51. Are you satisfied with your current EAP Provider? Why are you seeking a new EAP provider?

The Commission is satisfied with its current vendor.

52. Is communication regarding the status of the decision process allowed after the RFP has been submitted?

Please refer to Part I-18 of the RFP for information.

53. In the scope it is stated "The EAP will assist employees and their family members with access to at least a minimum of (6) covered visits per calendar year for employee and dependent with a licensed counselor for assessment and treatment of issues such as stress, marital, medical, emotional, financial, family conflict, work related problems, alcohol and substance abuse, and other related topics by providing access to a network of resources to offer consultation services." Typically, and EAP is a short-term counseling model and will refer if beyond short-term. If a minimum of 6 sessions is required, it appears to be longer term. We typically, would provide up to 6 sessions per issue per year. For example, the person could come for marital issues and be resolved in 4 sessions, then come back in for stress and need 6 sessions, and their spouse may come in for D&A and have 1 assessment session and be referred through insurance. Is this keeping with your expectations? If not, please clarify.

The 6-session model is the amount of visits per member per year. There is no minimum requirement for usage. The 6 visit requirement is what the Commission wants to provide to each member per calendar year and can be used for different issues.

54. Is the Pennsylvania Turnpike Commission seeking CISD to be covered in the PEPM price or at an additional cost?

Critical Incident Stress Debriefing (CISD) services are to be included in the cost.

55. What is the average CISD rate have you experienced on average per year.

In the past three years, there has been one CISD.

56. Are you seeking additional training other than the orientations and supervisory trainings?

The Commission is willing to review any service that a prospective vendor wishes to provide. Please include any and all services you provide in your proposal.

57. We offer a comprehensive EAP and some products are not included, are you seeking quotes for additional coverage such as legal and financial consultation?

The Commission is willing to review any service that a prospective vendor wishes to provide. Please include any and all services you provide in your proposal.

58. Will there be an interview process? When will notification be made?

Please refer to Parts I-14 and I-15 of the RFP.

59. Would it be possible for us to obtain an average number of CDL drivers who are referred to SAP services for the past 4-5 years? We would appreciate this information in order to determine an appropriate rate for the SAP services in the EAP proposal.

In the past 4 years, the average number of CDL drivers who have been referred to SAP services is one per year.

60. Section V-J requests copies of sample documents. Would you like one set of sample documents with each hard copy? Or will one set of sample documents suffice?

We require a set of documents for each copy.

61. Do you require that all sample documents are digitized and included on the CDs for the electronic submittals?

Yes.

62. Please clarify as to whether you would like an EAP that covers 6 sessions per person who is attending counseling, or if it is limited to 6 sessions per employee/family. For example, would a family of four be entitled to 24 sessions, or 6? If a husband and wife come for separate issues, would they be eligible for 6 each, or would they need to split the 6?

The 6-session model is the amount of visits per member per year. A family of four would be entitled to 24 sessions.

63. Is it 6 visits per year for employees and eligible dependents or 6 visits per problem for employees and eligible dependents

The 6-session model is the amount of visits per member per year. The sessions can be for different problems during the year.

64. What is the total number of DOT/SAP referrals for each of the last three years? Is the number for 2009 currently captured in the 62 cases for 1/1/09-12/31/09?

In the past three years, there was one DOT SAP evaluation, and one non-DOT SAP evaluation. The 2009 referral was included in the statistical analysis.

65. Is there an additional the cost for the DOT/SAP referral? If yes, what is that cost?

No additional cost. It is included in the price our EAP program. We are not providing our current cost information.

66. How many critical incidents were there for each of the last three years?

In the past three years, there has been one CISD.

67. How many trainings and seminars were done for each of the last three years?

None.

68. What was the clinical utilization for 2008 and 2007?

The EAP utilization statistics for 2008 and 2007 are available upon request to the Issuing Office.

69. What is the PEPM cost for the EAP?

The Commission will not be providing this information.

70. Does the PEPM cost of the EAP include trainings and critical incident hours? If so how many per year? Are they bundled together or separate?

Yes, they are bundled together. CISD's are provided to the Commission on an "as needed" basis. The Commission is also entitled to 12 hours of training per year.

71. Can you define "run-out" on page 17 section D

Run-out refers to services for members who are in treatment at the conclusion of a contract.

72. Can you define "run-in" on page 17 section D

Run-in refers to services for members who are in treatment at the beginning of a new contract.

73. Do you currently have a worklife program: childcare, eldercare, legal, financial? If yes, is that included in the PEPM?

Work-Life program

No.

Childcare

Yes, under parenting problems/family conflict.

Eldercare

Yes, under parenting problems/family conflict.

Legal

No.

Financial

Yes.

74. Can you clarify what is meant by the statement on the EAP brochure “an employee who uses the TEAP should not believe that they are exempt from the PTC’s standard operating procedures”

This statement reminds employees that the use of EAP services does not absolve them from following the Commission’s standard operating procedures.

75. What is the duration of the current vendor relationship with Penn Foundation?

The Penn Foundation (through Community Behavioral Healthcare Network of Pennsylvania) has been the provider for EAP services for the Commission since 1996.

76. What has been the utilization experience for the last two years with the current vendor? Will a utilization report be made available to bidders?

The EAP utilization statistics for 2008 and 2007 are available upon request to the Issuing Office.

77. Part V, Question H (Miscellaneous): Will an employee census with ZIP code information be made available for purposes of running a GeoAccess report?

An employee census, including zip code is available upon request.

78. Part V, Question H (Miscellaneous): What type of provider is to be included as a "specialty service provider"?

Please refer to Part IV of the RFP for a description of the services currently being provided. Please list providers that you have available to provide these services.

79. Part V, Question C (Procedures/Services): Approximately how many cases are opened each year under the Substance Abuse Professional Services/DOT provisions of Appendix A?

In the past three years, there was one DOT SAP evaluation, and one non-DOT SAP evaluation.

80. How many employees in total will be covered under this EAP? How many are union vs. non-union?

There are currently 2,160 individuals employed by the Commission. Of that number, 1,709 employees are union members, and 451 employees are management employees.

81. Are the following services currently available through the EAP vendor:

1) legal services,

No.

2) financial services,

Yes.

3) work-life services,

No.

4) online resources?

No.

82. Are the 6 EAP sessions available through current vendor per calendar year or per issue?

The 6-session model is the amount of visits per member per year. However, we would be willing to review proposals that contain the 6-session per event model.

83. Describe how bills are sent to employees and the turnaround time, as well as when late fees are assessed (do you mean employers here? The EAP is usually a fully pre-paid benefit for which employees are never charged.)

Please refer to the Correction on Page one of this document.

84. Do you offer direct reimbursement for out-of-network claims. If so, give details

No.

85. Provide your company's procedures for coordination services and disseminating information to employees referred to the EAP as a condition of continued employment."

The Commission will not be providing this information.

86. Are we correct in assuming that COCE refers to a mandatory supervisory EAP referral?

No. The Condition of Continued Employment (COCE) is also referred to by the Commission as a "One Time, Lifetime Reinstatement" and used in circumstances regarding drug and alcohol issues. This is different from a mandatory EAP referral, which is used to address workplace and behavioral issues.

All other terms, conditions and requirements of the original RFP issued January 8, 2010 remain unchanged unless modified by this Addendum.