

Addendum No. 1 to RFP #25-12



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Procurement and Contracting Services
KATJANA BALLANTYNE
MAYOR

To: All Parties on Record with the City of Somerville as Holding RFP #25-12
Employee Assistance Program

From: Jordan T. Remy

Date: 10/2/2024

Re: Questions and Answers

Addendum No. 1 RFP #25-12

Please acknowledge receipt of this Addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 _____ **#2** _____ **#3** _____ **#4** _____

Addendum No. 1 to RFP #25-12

Questions and Answers

Question 1: Are there any issues with the current vendor that we can be sure to address in our proposal?

Answer: The City won't comment on the performance of the current vendor.

**Question 2: How long has City of Somerville been with current vendor?
What's the utilization?**

Answer: The City has contracted with the current vendor for over 5 years. Utilization rates between 5/1/23 – 10/31/23 were 3.12%.

Question 3: What does City of Somerville do to promote engagement?

Answer: The City shares out information provided by the EAP and periodically shares out reminders of this resource. Fliers are also distributed with every FMLA application requested by an employee. Employees are also referred to the EAP to address job performance and conduct concerns (i.e., tardiness, absenteeism, lack of focus at work, etc.) EAP information is also given to employees at involuntary termination.

Question 4: Does current vendor have both City and Schools population?

Answer: Yes.

Question 5: Confirm if the proposal submitted via the portal need to be two separate submissions? Price proposal and technical

Answer: Yes, the proposal submitted on Bid Express must contain the Price and Technical proposals in separate files, in accordance with instructions in the bid package.

Question 6: Please provide clarity around the required 2 counseling session prior to referral to fee-based provider – does this mean members are to be counseled via ESI staff at least twice before being referred (unless urgent/crisis need is defined) within the six-session model covered by the proposed plan?

Answer: Yes.

Question 7: Are bidders to directly respond to the evaluation factor criteria as listed, or are they to ensure the criteria are answered in the scope of work response?

Answer: The City does not comment or provide advice on how a vendor should submit a proposal. Vendors should review the RFP carefully to understand the project's scope of work, vendor qualifications, and how proposals will be evaluated.

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Question 8: Appendix A – Terms and Conditions – is blank – is this intentional; if not, please provide them

Answer: The City's Standard General Contract Terms are now attached in the revised bid package and attached to this addendum for convenience.

Question 9: Instruction note a contract period for May 2021 and effective date of 11/1/24 – can we get clarification of the date of contract/effective coverage? (p.10 may be old reference?)

Answer: The estimated contract period is as stated on the cover page: 11/1/24 – 10/31/25. Page 10 has been corrected to reflect this.

Question 10: Is this RFP an off-cycle issued RFP?

Answer: The original contract with optional renewals ended 4/30/24, and the City has issued non-contract work in the interim. This new contract will establish a new up-to three-year cycle.

Question 11: Is it possible to share the 2023 and/or 2022 utilization reports?

Answer: Yes. A copy of the 5/1/2023 – 10/31/2023 report is attached.

Question 12: What is meant by "6 mandated" counseling sessions?

Answer: If an employee receives a mandatory EAP referral, as a remedial action, there should be no fewer than 6 counseling sessions.

Question 13: What is the expectation of the bank of hours for training, etc?

Answer: The expectation is that the proposer shall provide a minimum of two (2) supervisor orientations to the EAP and four (4) employee training sessions in each contract year included in the base rate. Unlimited trainings are preferred. The vendor must provide a variety of trainings on lifestyle, wellness, or work/life topics.

Question 14: What is the start date of this contract?

Answer: As stated in the RFP, the estimated commencement date is 11/1/24.

Question 15: Can a profile of our hiring requirements be presented now, and resumes of hired designated team members presented by contract start date?

Answer: As stated in the RFP, all names and professional qualifications should be included in the proposal. See "Professional Qualifications – Employees and Staff" in Section 2.0.

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Question 16: Will you accept a PEPM that is discounted for more employees, should the school district opt-in? This is in response to two separate pricing requests.

Answer: No, the proposal submitted on Bid Express must contain the Price and Technical proposals in separate files, in accordance with instructions in the bid package. The contract covers both City & School employees.

Question 17: Please provide the current rate and a rate history throughout the contract term for the EAP.

Answer: The price per employee has been \$1.47/month.

Question 18: How many hours of the following services are included within the current EAP contract per year?

- Onsite training/orientation/educational seminars – 6 hours
- Onsite health fair/event participation – N/A
- Onsite critical incident support events (# events/# hours) – 12 hours
- Webinar training - unlimited

Question 19: Please provide copies of 2021, 2022, and 2023 EAP utilization reports.

Answer: See response to Question 11.

Question 20: If reports are not available, please provide the following for each of the last 2 years and YTD:

- Number of employees on which the report is based
- Total number of clinical cases
- Total number of work-life cases
- Total number of clinical sessions

Question 21: On a scale of 1-5 with 5 being the highest, how would you rate your current vendor?

Answer: The City will not comment on current vendor performance.

Question 22: How many employees covered under the EAP fall under Department of Transportation (DOT) regulations?

Answer: Currently 37 employees, at full staff ~ 50 employees.

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Question 23: Are DOT Substance Abuse Professional (SAP) evaluations included within the EAP contract? If yes, is there a cap on the number of evaluations included each year within the EAP rate or are evaluations provided on a fee-for-service basis?

Answer: Yes. \$800/case referred.

Question 24: How many Department of Transportation (DOT) Substance Abuse Professional (SAP) evaluations have been requested in each of the last three years?

Answer: 1

Question 25: Have there been any major events in the last year (i.e. reductions in force, critical incidents, etc.)?

Answer: No

Question 26: Is your EAP Helpline currently answered by customer service representatives or by clinical personnel?

Answer: Customer service representatives answer the helpline with the City's current EAP provider.

Question 27: Are legal, financial and daily living work-life services currently a part of your EAP program?

Answer: Yes

Question 28: Who is your health plan provider and is the plan self-funded?

Answer: The City accesses health insurance through the Commonwealth of MA's Group Insurance Commission.

Question 29: If a proposer does not currently have 2 current and 1 former Massachusetts municipality references, is this an automatic disqualifier? May we list other Massachusetts references and/or municipalities outside of Massachusetts?

Answer: Per the bid package: if a vendor does not meet the requirements listed in the "Quality Requirements" section, then the vendor will be disqualified.

CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

1. Definitions

"City" shall mean the City of Somerville, Massachusetts.

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; Supplemental Conditions (if applicable); City's Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor's response to the City's solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are made an integral part of this Contract. The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the City's Standard Contract General Conditions and the Supplemental Conditions, the Supplemental Conditions shall prevail. In the event of any conflict or inconsistency between the provisions of the City's Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

"Certify" or "Certifies" shall mean that the Vendor certifies under pains and penalties of perjury to the statement referenced.

"Vendor" shall mean the individual, corporation, partnership, or other entity which is a party to this Contract.

2. Performance; Time

The Vendor shall perform in accordance with all provisions of this Contract in a manner satisfactory to the City. The Vendor's performance shall be timely and meet or exceed industry standards for the performance required. It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

3. Acceptance of Goods or Services

Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by the City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Vendor, and accept or reject same.

4. Compensation

The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount stated on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed payment schedule.

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due. The City shall review the invoice and determine the value of goods or services accepted by the City in accordance with the Contract Documents. Payments due to the Vendor will be made within sixty (60) days from receipt and approval of an invoice. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date.

The Vendor shall furnish such information relating to the goods or services or to documentation of labor or expenses as may be requested by the City. Acceptance by the Vendor of any payment or partial payment, without any written objection by the Vendor, shall in each instance operate as a release and discharge of the City from all claims, liabilities, or other obligations relating to the performance of this Contract.

In case of an error in extension prices quoted herein, the unit price will govern (Applicable To Goods Only).

5. Release of City on Final Payment

Acceptance by the Vendor of payment from the City for final delivery of goods or rendering of services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Vendor notifies the City in writing within three (3) months after such payment.

6. Risk of Loss

The Vendor shall bear the risk of loss, for any cause, for any Vendor materials used for this Contract and for all goods, deliverables, and work in process, until possession, ownership, and full legal title to the goods and deliverables are transferred to and accepted by the City.

The Vendor shall pay and be exclusively responsible for all debts for labor and material contracted for by the Vendor for the rental of any appliance or equipment hired by Vendor and/or for any expense incurred on account of services to be performed or goods delivered under this Contract.

The City shall not be liable for any personal injury or death of the Vendor, its officers, employees, or agents.

7. Indemnification

The Vendor shall indemnify, defend (with counsel acceptable to City, which acceptance shall not be unreasonably withheld), and hold harmless the City of Somerville, its officers, employees, agents and representatives from and against any and all claims, suits, liabilities, losses, damages, costs or expenses (including judgments, costs, interest, attorney's fees and expert's fees) arising from or in connection with any act or omission relating in any way to the performance of this Contract by the Vendor, its agents, officers, employees, or subcontractors.

The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

8. Default; Termination; Remedies

A. Events of Default

The following shall constitute events of default under this Contract: (1) The Vendor has made any material misrepresentation to the City; or (2) a judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or (3) the Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or (4) the Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or (5) the Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or (6) the Vendor is involved in a winding up or dissolution of its corporate structure; or (7) any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or (8) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination specifying the termination date.

Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default, subject to approval of the City.

If the Vendor fails to cure the default, the City, in the alternative, may make any reasonable purchase or contract to acquire goods or services in substitution for those due from Vendor. The City may deduct the cost of any substitute contract or nonperformance together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Vendor. If the damages sustained by the City exceeds sums due or to become due, the Vendor shall pay the difference to the City upon demand.

Upon immediate notification to the other party, neither the City nor the Vendor shall be deemed to be in default for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. The City retains all rights and remedies at law or in equity.

If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

The parties agree that if City erroneously or unjustifiably terminates this Contract for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

C. Termination For Convenience.

Notwithstanding any language to the contrary within this Contract, the City, acting through its Chief Procurement Officer, may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination. In the event of termination for convenience, the Vendor shall be entitled to be paid for goods delivered and accepted and services rendered and accepted prior to notice of termination at the prices stated in the Contract, subject to offset of sums due the Vendor against sums owed by the Vendor to the City. Any goods or services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any goods or services delivered after the effective date of termination. The Vendor shall be entitled to no other compensation of any type. In no case shall a Vendor be entitled to lost profits.

D. Obligations Upon Termination.

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City: 1. cease performance upon the stated termination date; 2. surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and 3. return all tools, equipment, finished or unfinished documents, data, studies, reports, correspondence, drawings, plans, models, or any other items whatsoever prepared by the Vendor pursuant to this Contract, which shall become property of the City, or belonging to or supplied by the City.

E. Rights and Remedies.

The City shall have the right to: a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; b) temporarily withhold payment pending correction by the Vendor of any deficiency; c) sue for specific performance or money damages or both, including reasonable attorneys' fees and costs incurred in enforcing any Vendor obligations hereunder; d) pursue remedies under any bond provided; and e) pursue such other local, state and federal actions and remedies as may be available to the City.

Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

9. Insurance

The Vendor shall comply with all insurance requirements set out in the Contract Documents. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Vendor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

10. Governing Law; Forum

This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

11. Complete Agreement

This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

12. Amendment

No amendment to this Contract shall be effective unless it is signed by the authorized representatives of all parties and complies with all requirements of the law. All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the City, as set forth in the below section, and the Vendor.

13. Conditions of Enforceability Against the City

This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.

This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by any City representatives are not binding. Vendors should verify funding and contract execution prior to beginning performance.

When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by Vendor which would cause total claims or payments under this Contract to exceed the amount so certified.

The City's Standard Contract Form and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements or forms relating to the performance of this Contract, including contract forms, purchase orders, or invoices of the Vendor.

The City shall have no legal obligation to compensate a Vendor for performance that is outside the scope of this Contract. The City shall make no payment prior to the execution of a Contract.

14. Taxes

Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.

15. Independent Contractor

The Vendor is an independent contractor and is not an employee, agent or representative of the City. The City shall not be obligated under any contract, subcontract, or commitment made by the Vendor.

16. Assignment; Sub-Contract

The Vendor shall not assign, delegate, subcontract, or transfer this Contract or any interest herein, without the prior written consent of the City.

17. Discrimination

The Vendor agrees to comply with all applicable laws prohibiting discrimination in employment. The Vendor agrees that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

18. Waiver

All duties and obligations contained in this Contract can only be waived by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to said party.

19. Severability

In the event that any provision of this Contract shall be held to be illegal, unenforceable or void, such provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but otherwise remain in full force and effect and shall be enforced to the fullest extent permitted by law.

20. Notice

The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) facsimile; (iii) certified mail, return receipt requested; or (iv) or overnight delivery service, to the Vendor at the contact information specified on the face of this Contract; to the City addressed to: Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143, Fax # 617-625-1344 with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143. Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

21. Captions

The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

22. Non-Collusion

This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The Vendor certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

23. Tax and Contributions Compliance

The Vendor certifies, under pains and penalties of perjury, in accordance with MGL c. 62C, s. 49A, that the Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, is in good standing with respect to all returns due and taxes payable to the Commonwealth, reporting of employees and contractors, and withholding and remitting of child support and to contributions and payments in lieu of taxes. In the event that the City is notified by the IRS that the TIN provided by the vendor and the vendor name as recognized by the IRS do not match their records, the vendor is responsible for all penalties.

24. Municipal Taxes, Charges and Liens

The Vendor certifies that it has paid all accounts receivable owed to the City of Somerville, including but not limited to real estate, personal property or excise tax, parking fines, water/sewer charges, license/permit fees, fines and/or any other municipal lien charges due to the City of Somerville. Pursuant to MGL c. 60, s. 93, the Vendor agrees that the Collector/Treasurer of the City may withhold from amounts owing and payable to the Vendor under this Contract any sums owed to any department or agency of the City which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been fully paid, and the Collector/Treasurer may apply any amount owing and payable to the Vendor to satisfy any monies owed to the City.

25. Compliance with Applicable Laws

The Vendor shall comply with all applicable federal and state laws, and city ordinances and regulations, which in any manner affect performance of this Contract. The Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Vendor, its agents, employees or subcontractors.

26. Conflict of Interest

The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A (Conflict of Interest). The Vendor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Vendor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Vendor has knowledge or learns of during the Contract term.

27. Licenses and Permits

The Vendor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency, for any activity under this Contract. The Vendor shall submit copies of such licenses and/or permits to the City upon request. If a business, the Vendor certifies that it is a duly organized and validly existing entity, licensed to do business in Massachusetts, in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the Contract, and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

28. Recordkeeping, Audit, and Inspection of Records All records, work papers, reports, questionnaires, work product, regardless of its medium, prepared or collected by the Vendor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. In the event of termination or upon expiration of the Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, data, drawings, plans, and other tangible work product or materials pertaining to the services performed under this Contract, in both a physical format and electronic format. The electronic format shall be either Comma Separated Values (CSV) files along with the mapping information for each field, or Microsoft SQL (2005/2008) database with all associated Database Schemas, or such other electronic format(s) acceptable to the city. At no additional cost to the City, the Contractor shall store and preserve such records while in their possession in accordance with the requirements of the Massachusetts Public Records Law, the Commonwealth of Massachusetts record retention schedule and City of Somerville record retention schedule. The City shall have the right to at reasonable times and upon reasonable notice to examine and copy, at its reasonable expense, the books, records, and other compilations of data of the Vendor which relates to the provision of services under this Contract. Such access shall include on-site audits, review, and copying of said records.

29. Debarment or Suspension

The Vendor certifies that it has not been and currently is not debarred or suspended by any federal, state, or municipal governmental agency under G. L. c. 29, § 29F or other applicable law, nor will it contract with a debarred or suspended subcontractor on any public contract.

30. Warranties (Applicable to Goods Only)

The Vendor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The Vendor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior goods. The Vendor guarantees all goods for a period of no less than one (1) year, unless a greater period of time is specified in the Contract Documents.



City of Somerville - PARENT

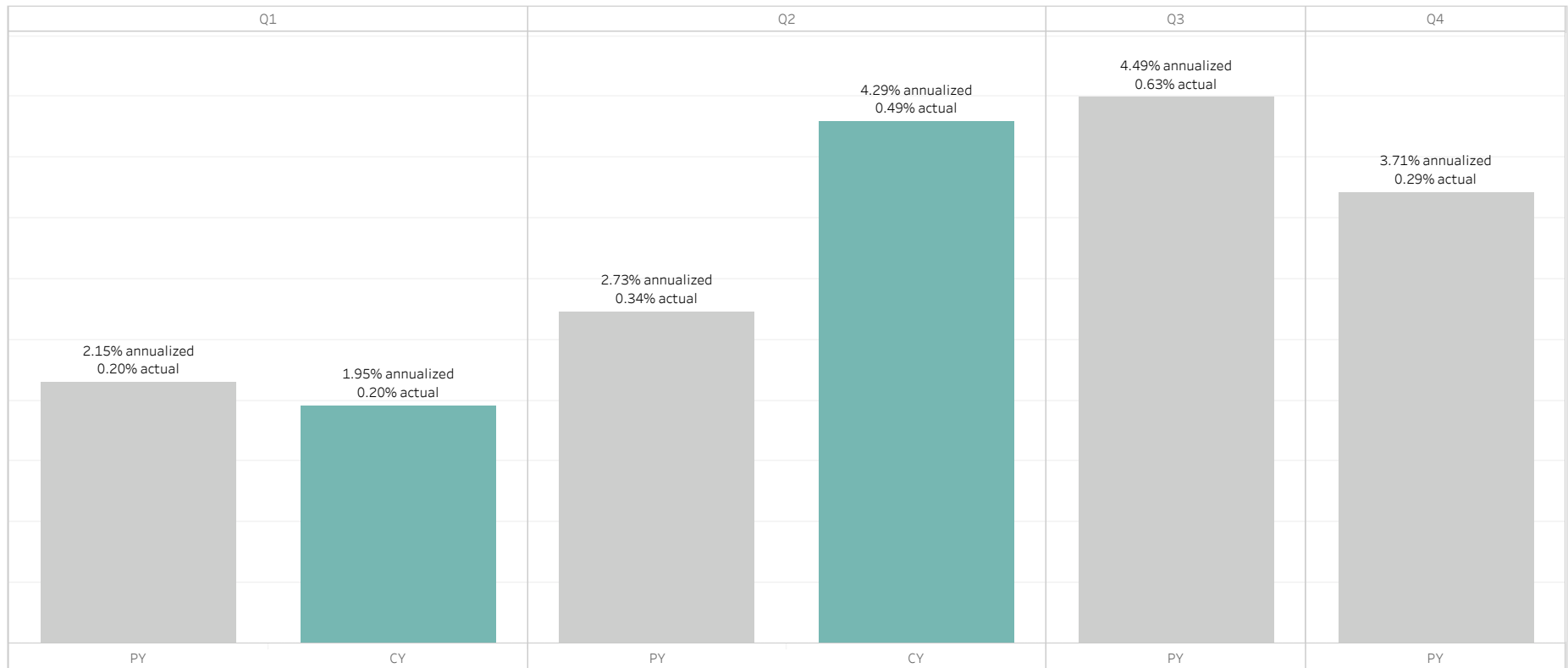
EAP Engagement Report
5/1/2023 - 10/31/2023

EAP Engagement
City of Somerville - PARENT

Comprehensive Engagement

Current Year (CY) 3.12% (32 Engagements) | 2,049 Covered | YTD 1.56%

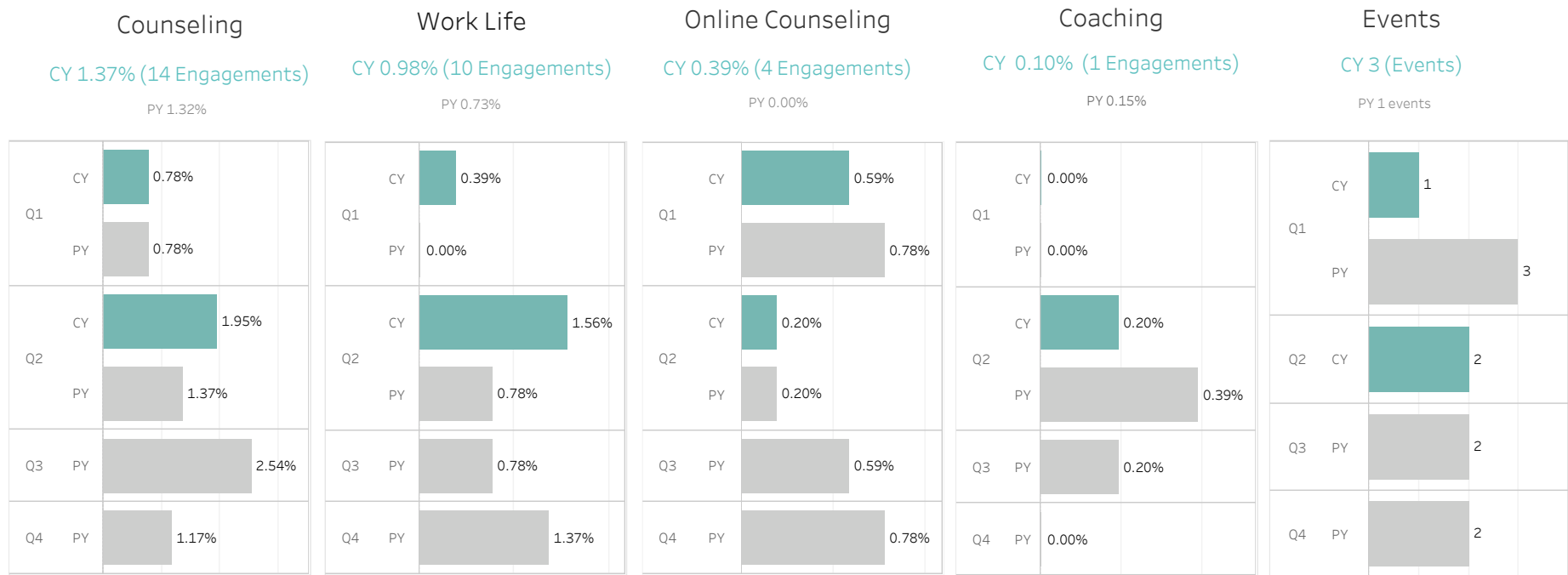
prior year (PY) 2.39%



Note: CY, PY, and quarterly utilization rates are annualized. Event counts are not annualized.

Provided by [New Directions Behavioral Health](#) for City of Somerville - PARENT | 5/1/2023 to 10/31/2023

Engagement by Service Type



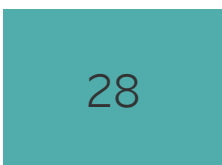
Note: CY, PY, and quarterly utilization rates are annualized. Event counts are not annualized.

Engagements vs. Cases

A **case** refers to an episode of care in which a member seeks assistance in a particular instance. Depending on the presenting problem (or problems), the member may be referred to one or more services by the EAP (or Student Program) as part of the case. If the member proceeds with the recommended services, we refer to those services as **engagements**. Each case has one primary presenting problem. A case can contribute to unique case count in different periods when it contributes to different engagement type across those periods. The distinct case grand total is correct while the sum of period subtotals could have small variances.

Intake:

current year only



Engagements:

current year only

Q1	Q2	Total
10	22	32

Cases:

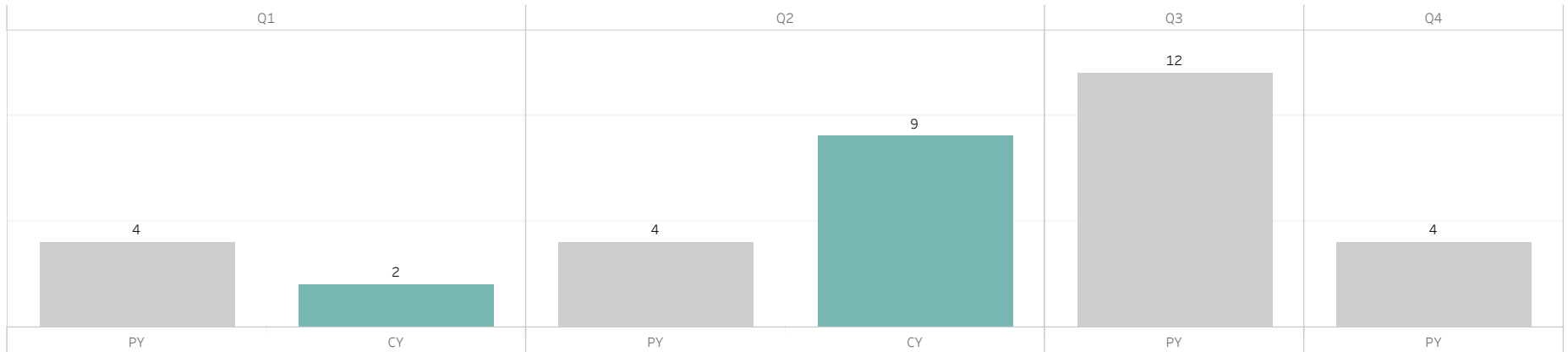
current year only

Q1	Q2	Total
9	14	23

Primary Presenting Issues | Counseling

Counseling Case Total

by initial activity date



Top Primary Presenting Issues

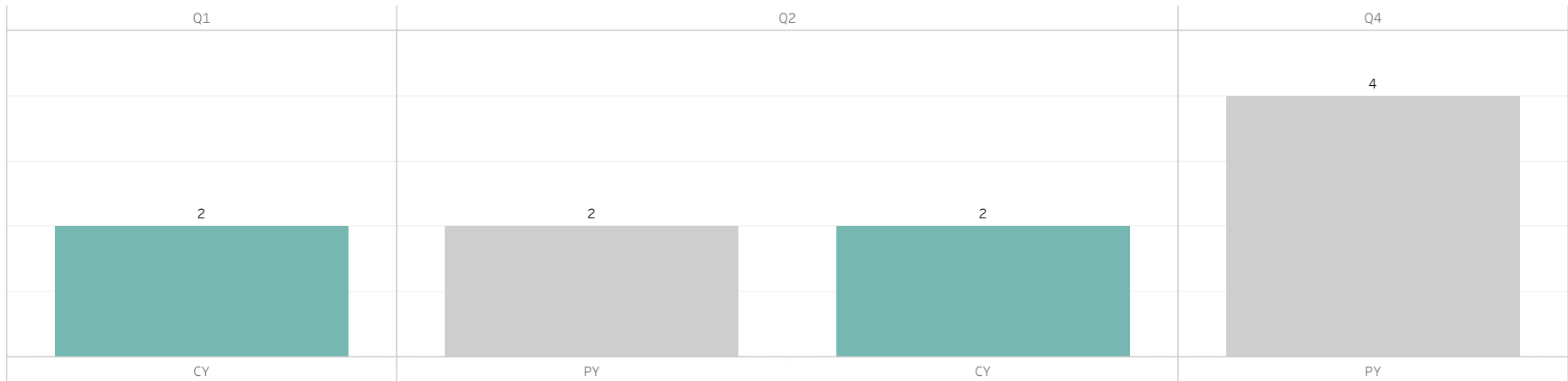
current year only

Presenting Problem	Q1	Q2	Total
Work Related Issues	1	4	5
Depression		2	2
Stress		2	2
Physical Health		1	1
Anxiety	1		1
Grand Total	2	9	11

Primary Presenting Issues | Work Life

Work Life Case Total

by initial activity date



Top Primary Presenting Issues

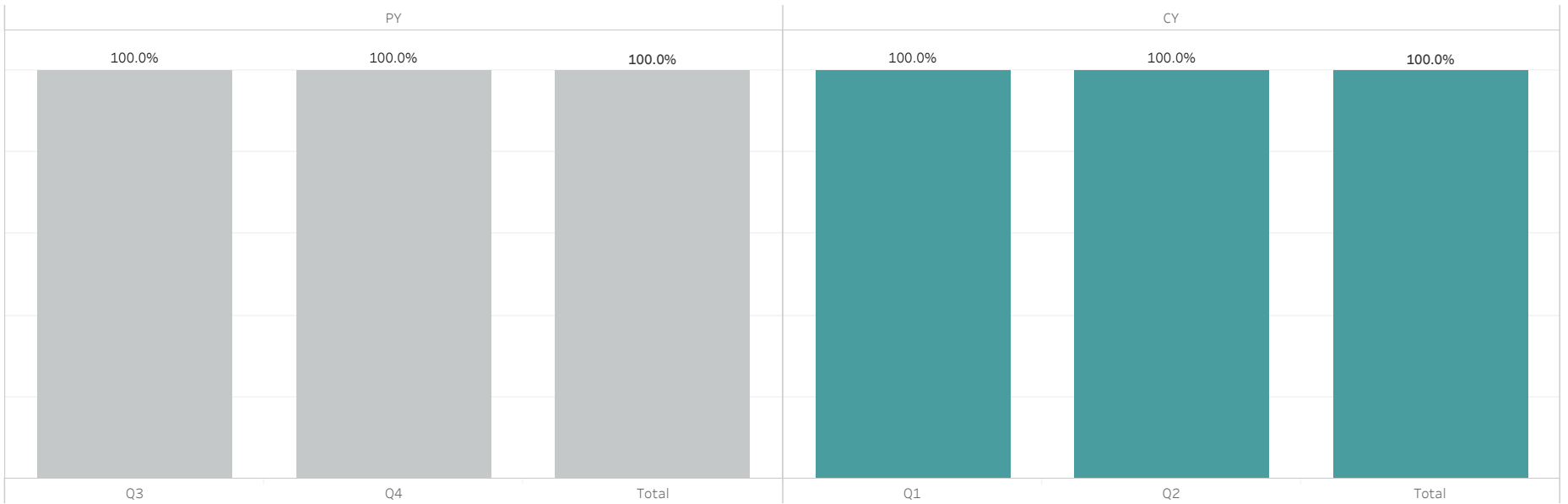
current year only

Presenting Problem	Q1	Q2	Grand Total
Legal	2		2
Financial		1	1
Housing		1	1
Grand Total	2	2	4

Closed Cases Summary

Cases Closed within EAP

by date closed



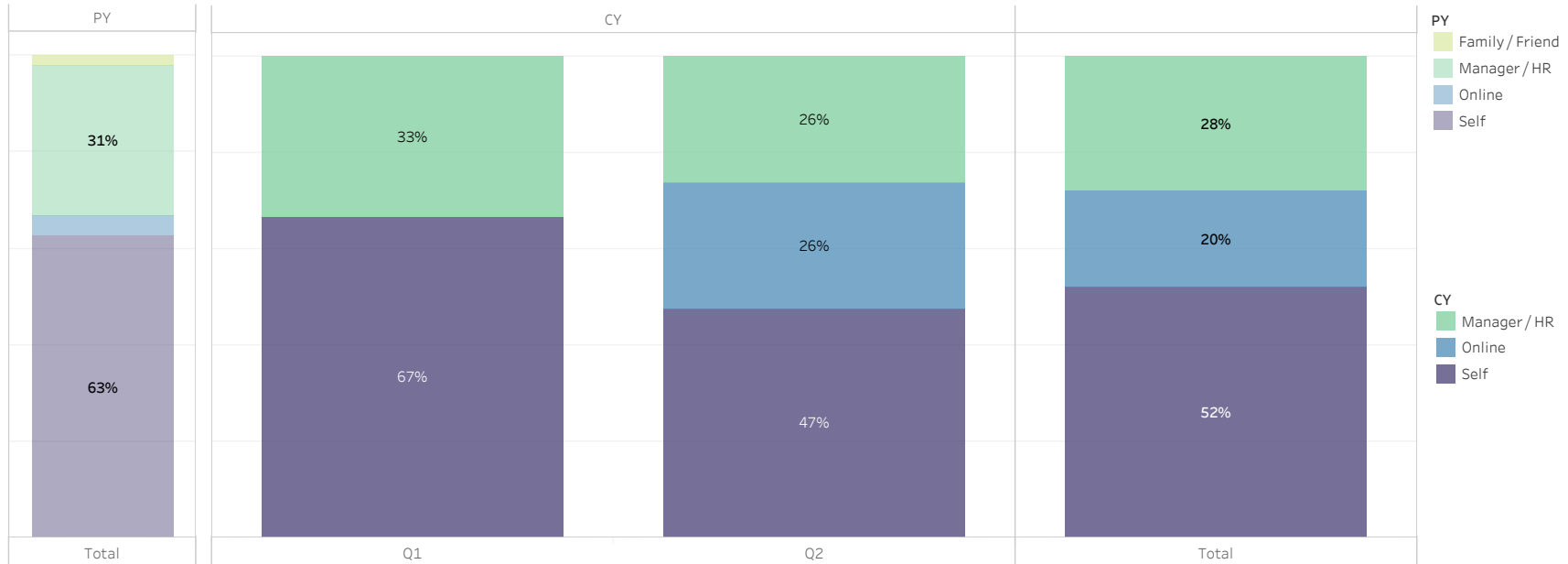
Cases Closed by Outcome



How did the client hear about the EAP?

Cases Opened by Referral Source

by initial activity date



Cases Opened by Referral Source

by initial activity date

Period	Reporting QTR	Manager / HR	Online	Self	Grand Total
CY	Q1	33%		67%	100%
	Q2	26%	26%	47%	100%
Grand Total		28%	20%	52%	100%

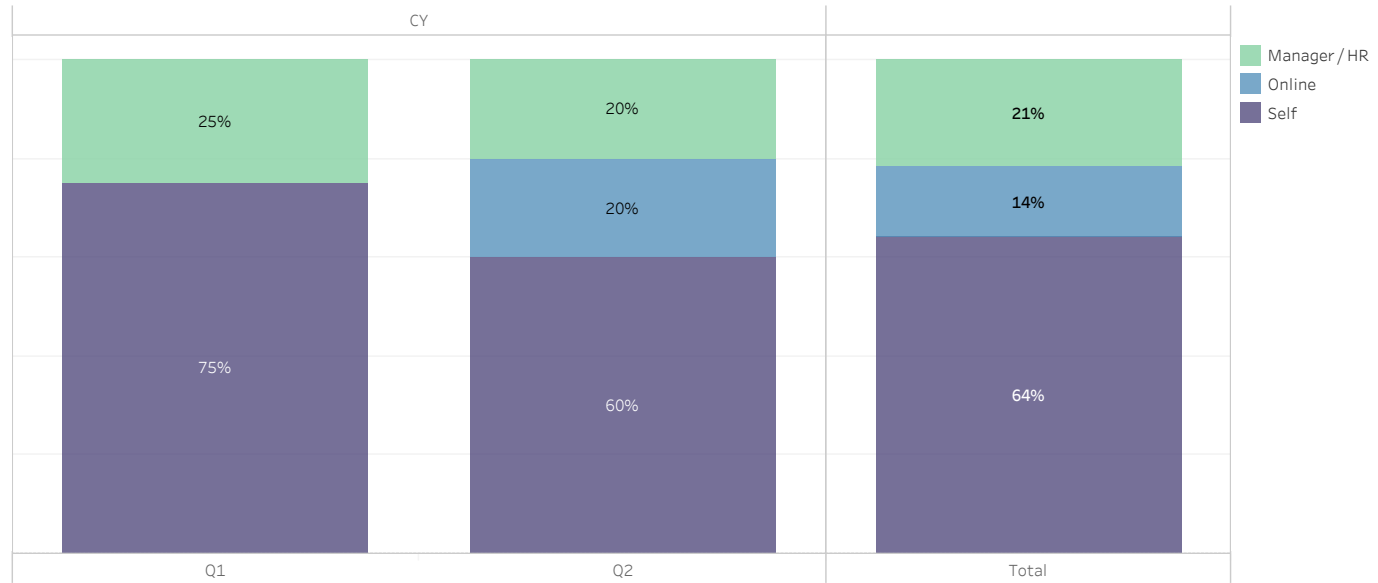
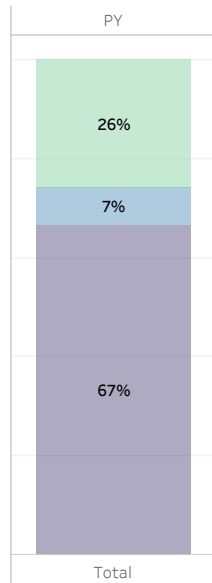
chart that is 6% or below, the percentage may not be displayed due to sizing.

Provided by [New Directions Behavioral Health](#) for City of Somerville - PARENT | 5/1/2023 to 10/31/2023

How did the client hear about the EAP?

Counseling by Referral

by initial activity date



Counseling by Referral

by initial activity date

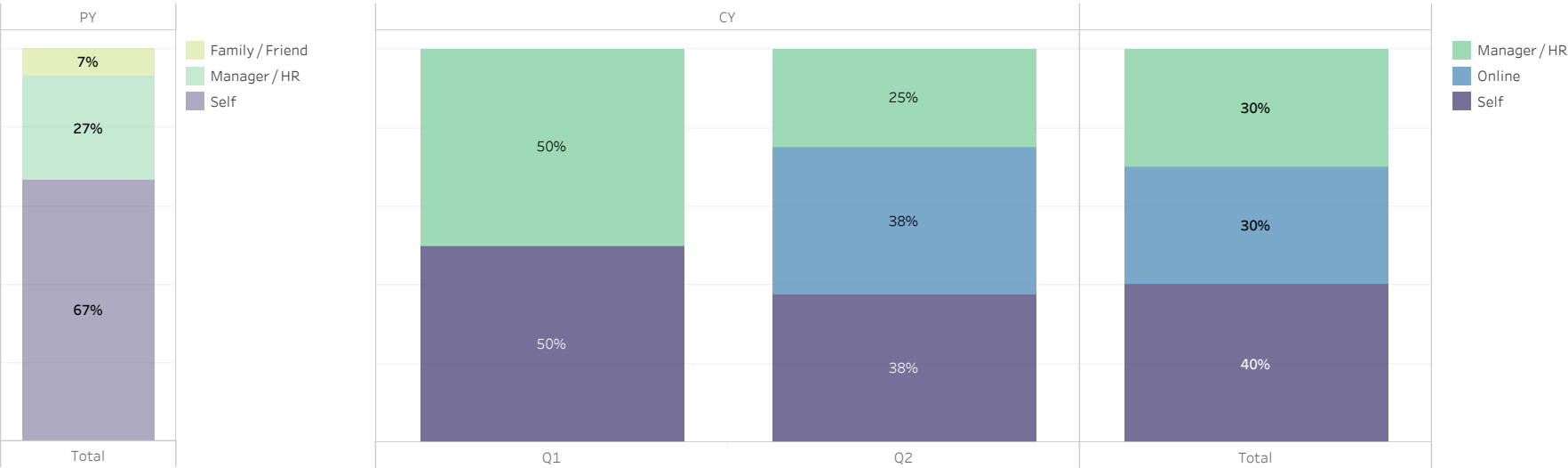
Period	Reporting QTR	Manager / HR	Online	Self	Grand Total
CY	Q1	25%		75%	100%
	Q2	20%	20%	60%	100%
Grand Total		21%	14%	64%	100%

chart that is 6% or below, the percentage may not be displayed due to sizing.

Provided by [New Directions Behavioral Health](#) for City of Somerville - PARENT | 5/1/2023 to 10/31/2023

How did the client hear about the EAP?

Work Life by Referral
by initial activity date



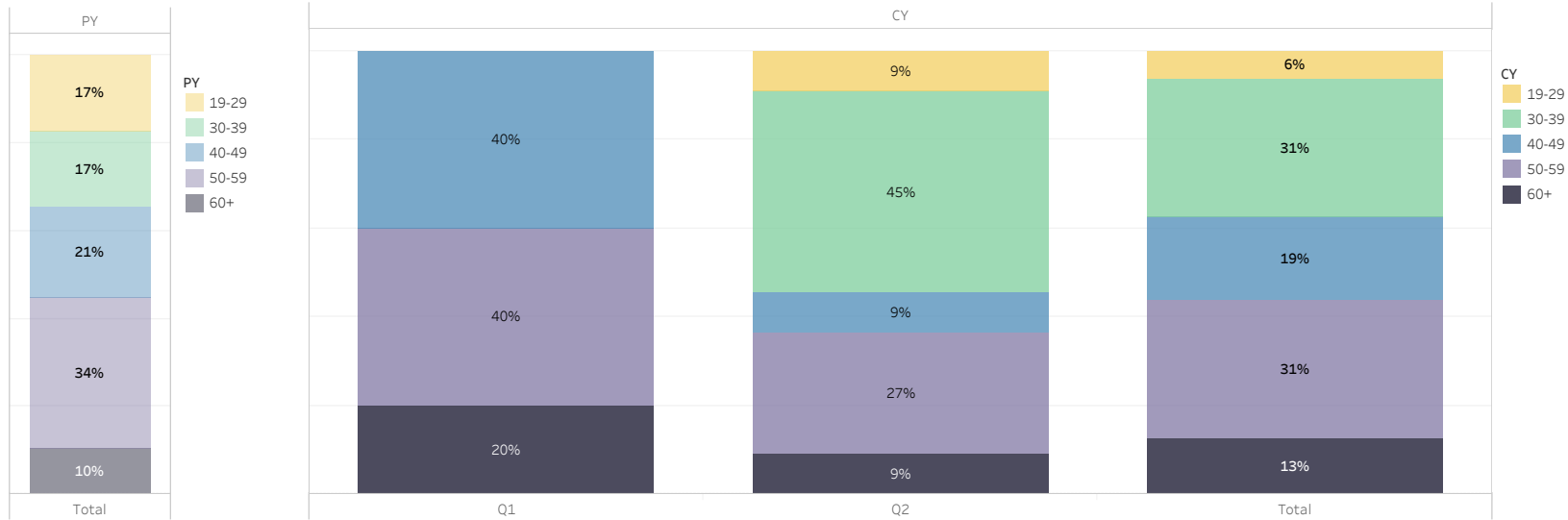
Work Life by Referral
by initial activity date

Period	Reporting QTR	Manager / HR	Online	Self	Grand Total
CY	Q1	50%		50%	100%
	Q2	25%	38%	38%	100%
Grand Total		30%	30%	40%	100%

Other Case Demographics

Cases Opened by Age Range

by initial activity date



Cases Opened by Age Range

by initial activity date

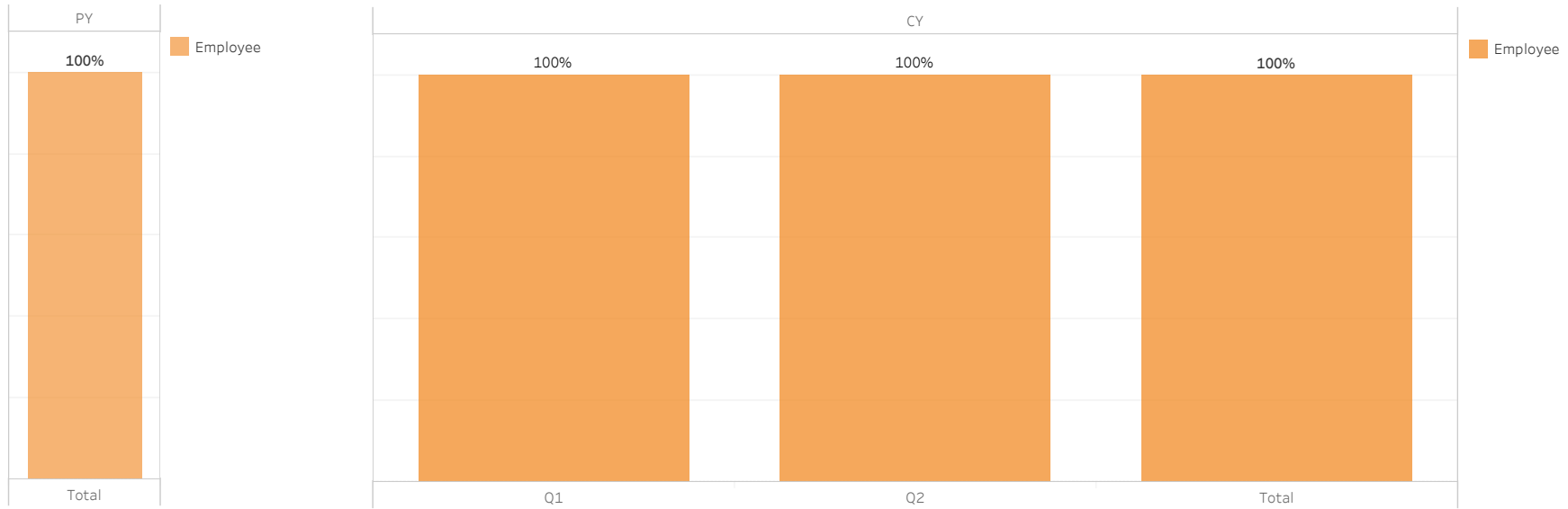
Period	Reporting QTR	19-29	30-39	40-49	50-59	60+	Grand Total
CY	Q1			40%	40%	20%	100%
	Q2	9%	45%	9%	27%	9%	100%
Grand Total		6%	31%	19%	31%	13%	100%

chart that is 6% or below, the percentage may not be displayed due to sizing.

Other Case Demographics

Cases Opened by Client Type

by initial activity date



Cases Opened by Client Type

by initial activity date

Period	Reporting QTR	Employee	Grand Total
CY	Q1	100%	100%
	Q2	100%	100%
Grand Total		100%	100%

chart that is 6% or below, the percentage may not be displayed due to sizing.

Other Case Demographics

Cases Opened by Gender
by initial activity date

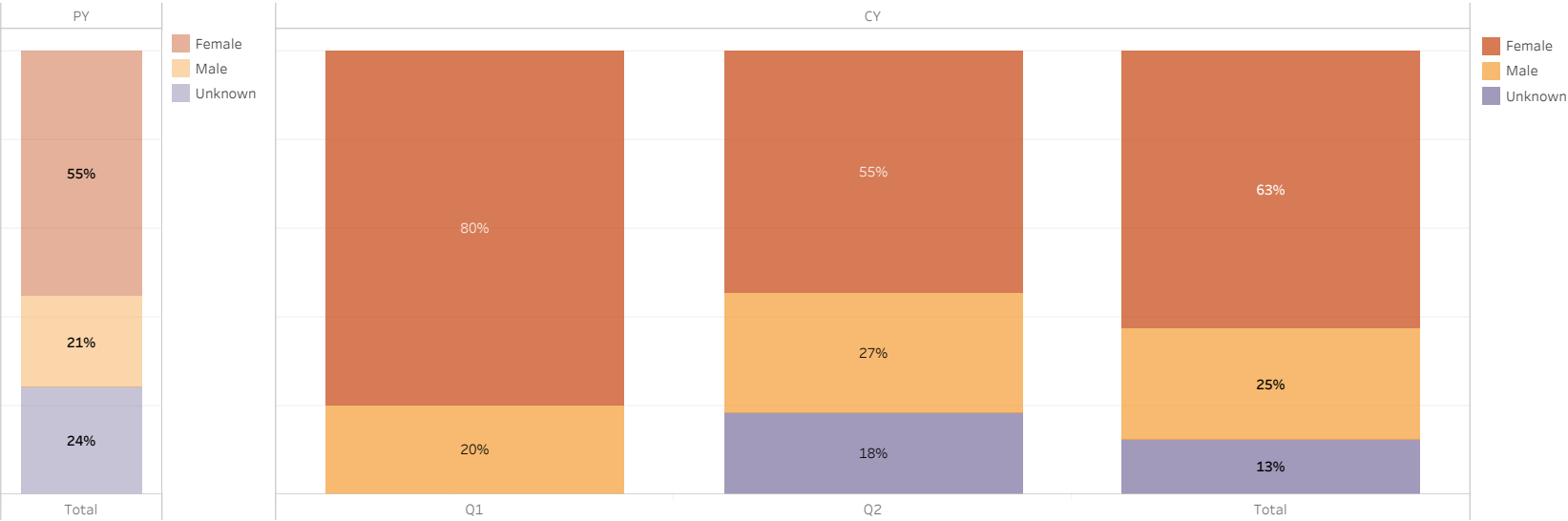
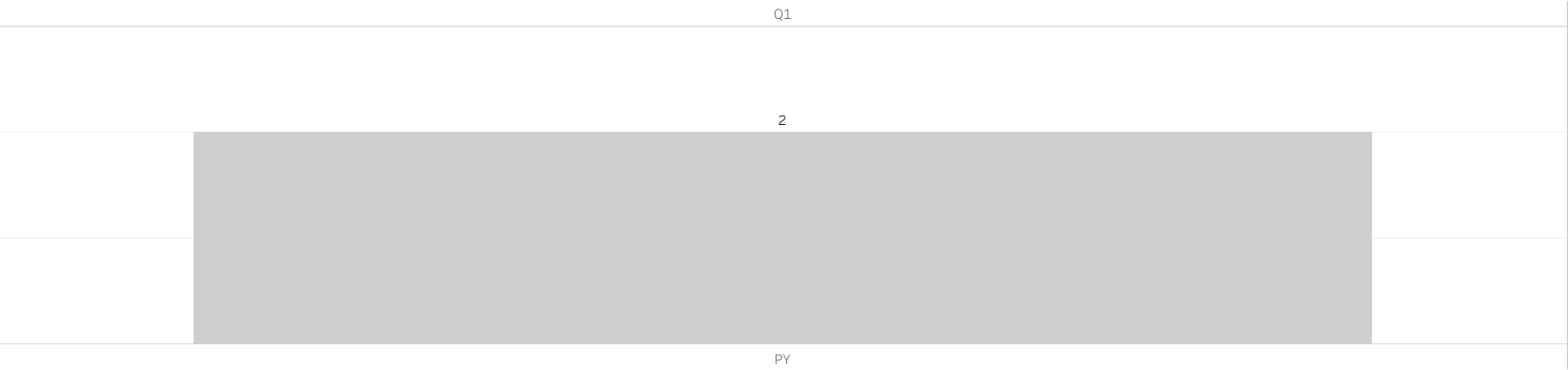


chart that is 6% or below, the percentage may not be displayed due to sizing.

Critical Incident Response (CIR) Services

CIR Total
by event date



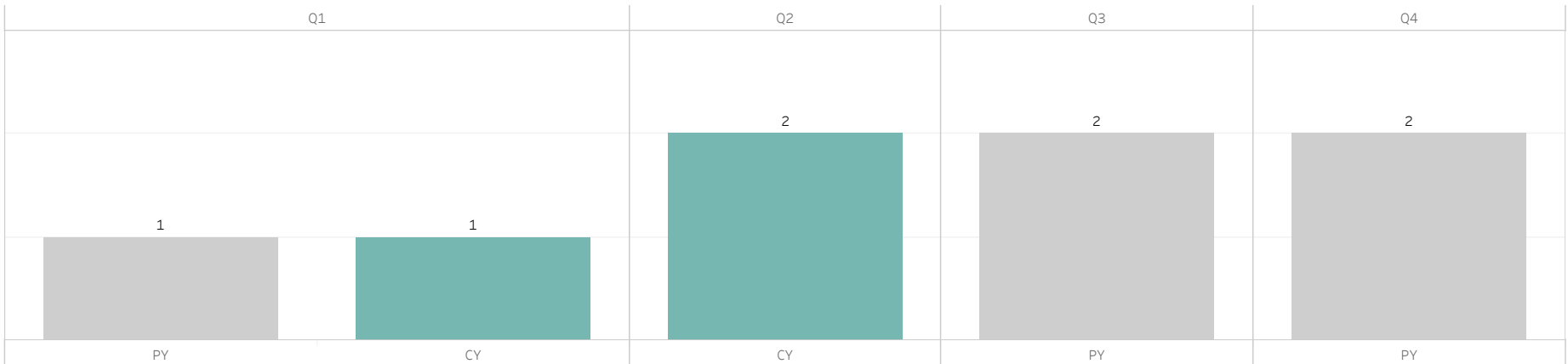
CIR Detail (CY)

CIR Consult Only (CY)

Organizational Services: Training and Fairs

Services Total

by event date



Services Detail (CY)

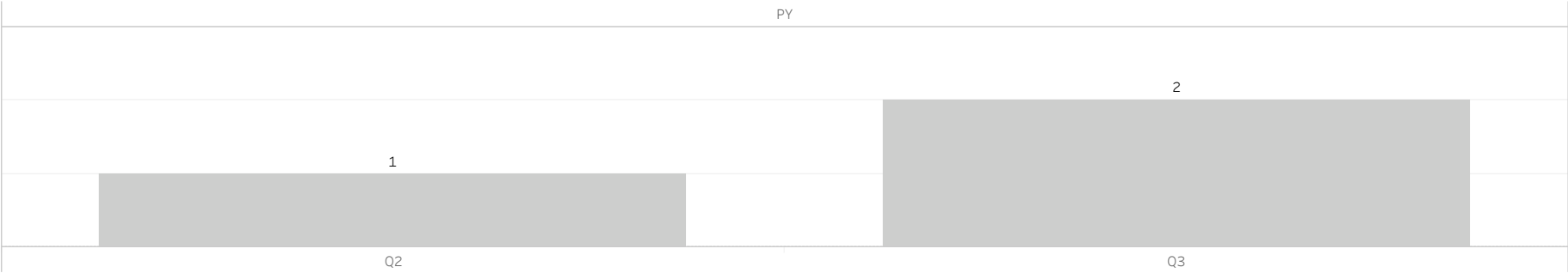
Service Name	Event Date	Service Details	City	State	Attendees
Training	6/9/2023	Building Empathy	SOMERVILLE	MA	10
	9/28/2023	Actively Managing Conflict	SOMERVILLE	MA	9
	10/11/2023	Harassment Training: Sexual Harassment Prevention - Supervisory Training	SOMERVILLE	MA	76
Grand Total					95

Formal Referral (FMR) Cases

Includes FMR and DOT/SAP cases, if applicable

FMR Cases

by initial activity date



FMR Cases by Primary Presenting Problem

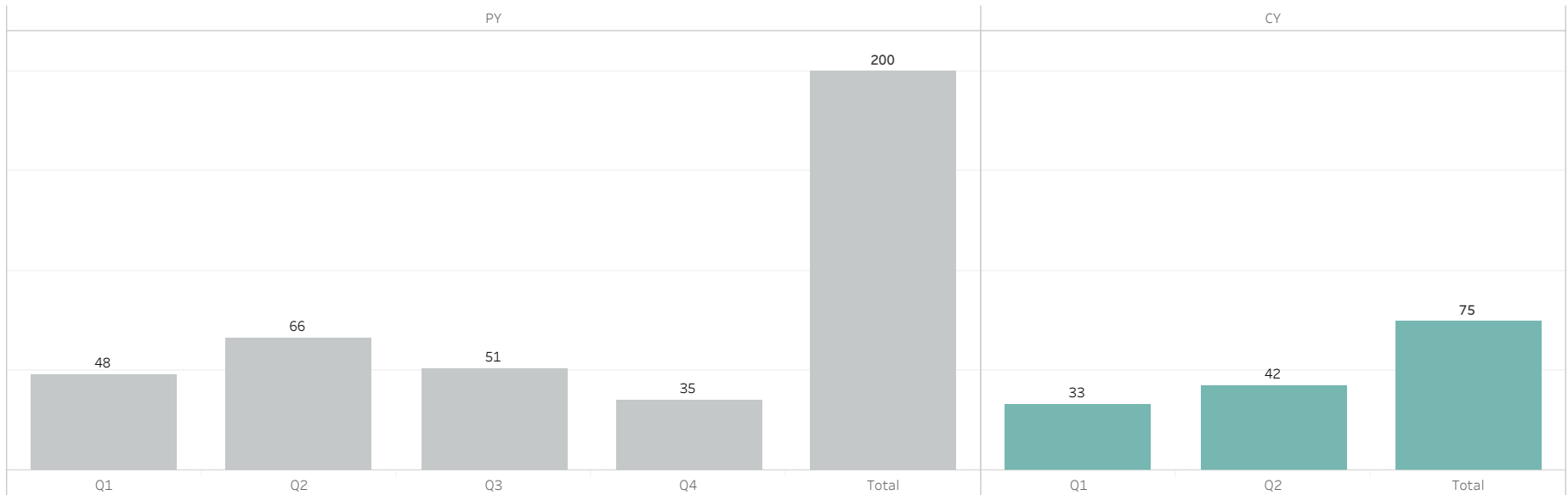
current year only

None

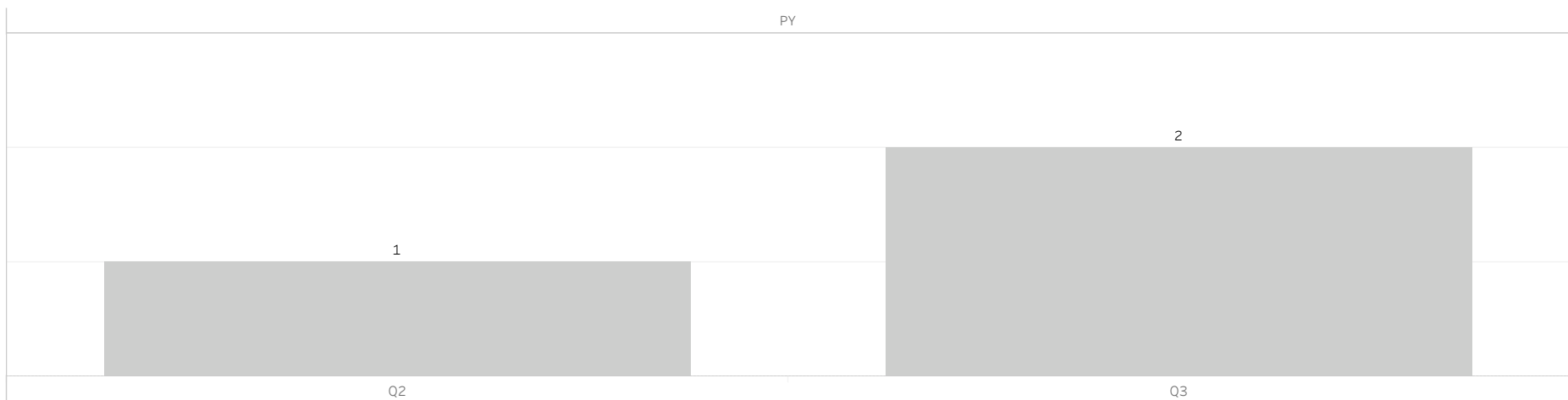
Additional Services

Website Login Summary

by login date

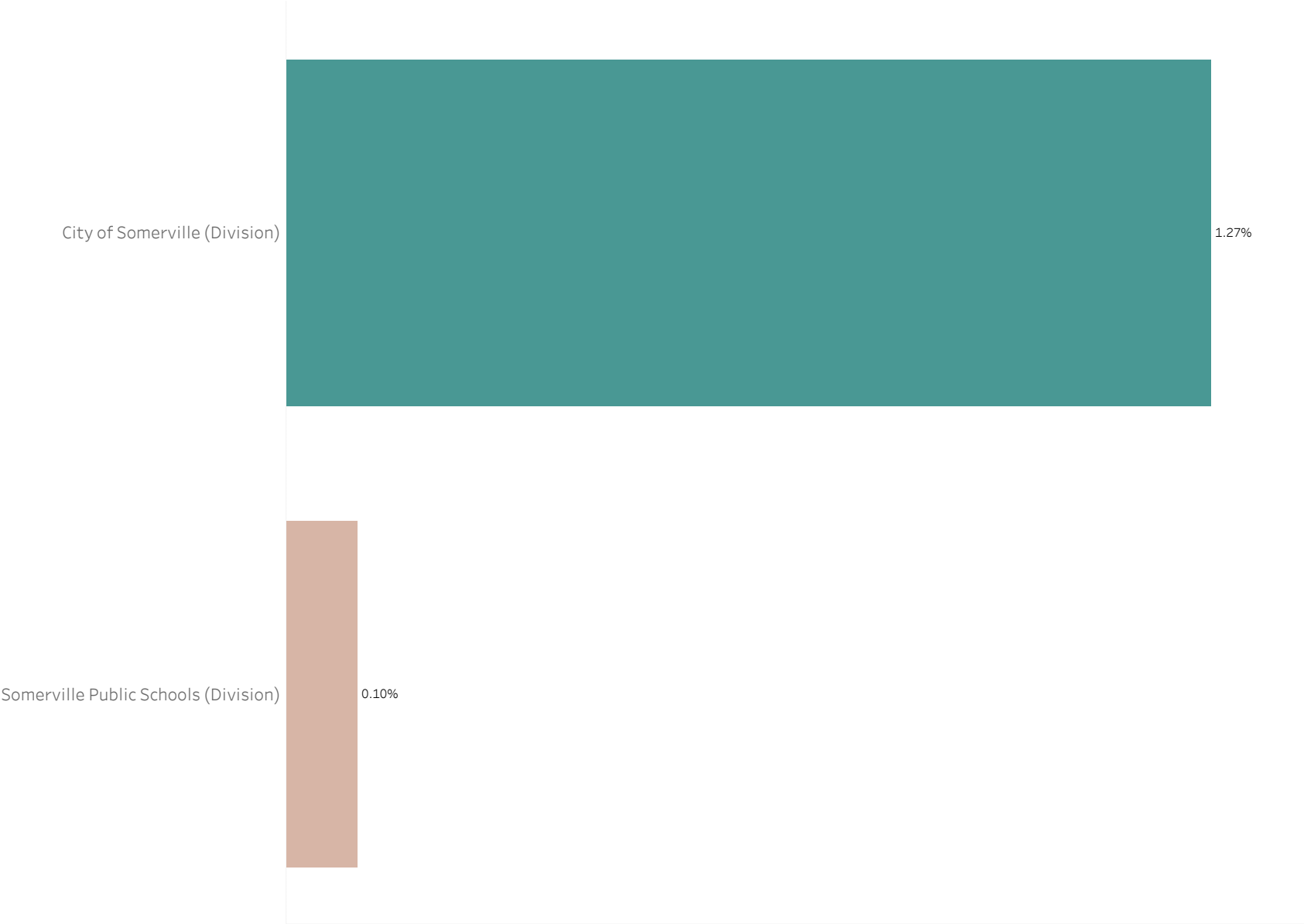


Management Consultations



Division Breakdown: Counseling

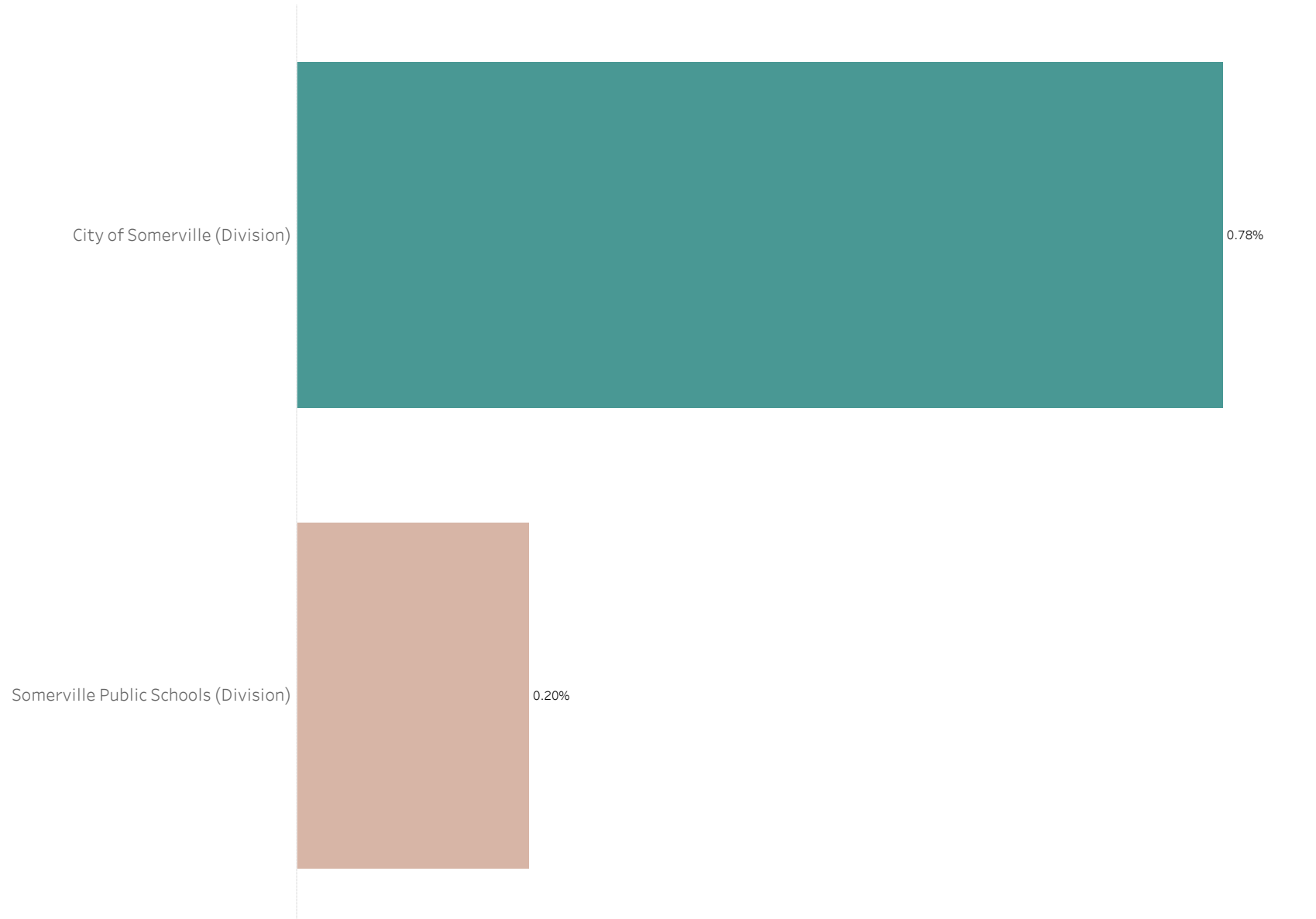
Counseling Engagement by Division
current year only



Division Breakdown: Work Life

Work Life Engagement by Division

current year only



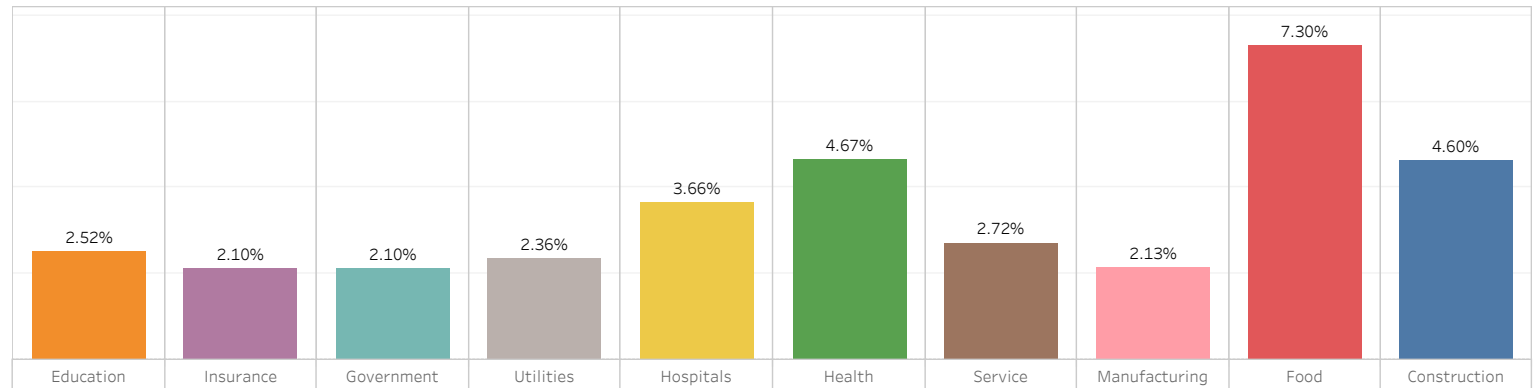
New Directions Book of Business

prior calendar year only

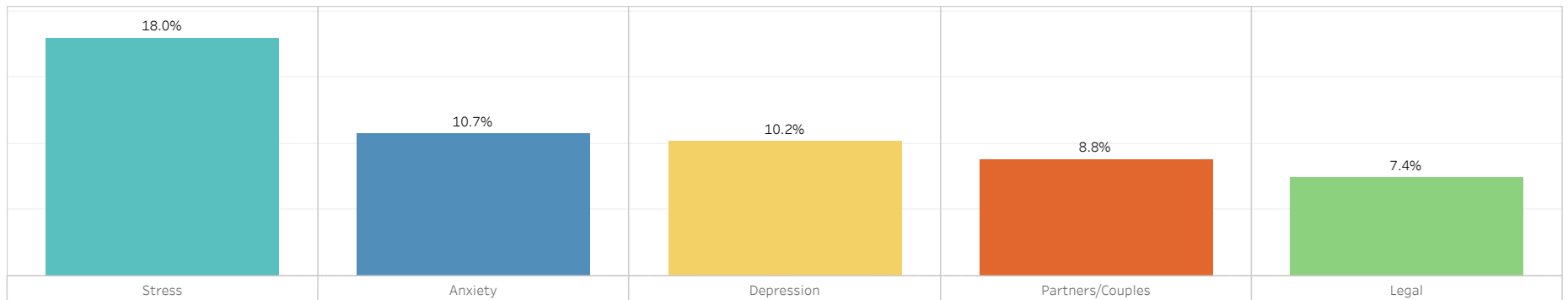
BoB Average

2.70%

Comprehensive Engagement by Top Industries



Top Primary Presenting Issues



Top Webinars by Title

Monthly All Client Employee Goal Setting Strategies

Monthly All Client Employee Prioritizing Self

Monthly All Client Leadership Communication Skills in a Virtual or Hybrid World

Monthly All Client Leadership Motivating Your Team

Monthly All Client Leadership You've Got This! Essential Skills for Leaders

Usage is for clinical cases, work/life cases, coaching cases and events; Does not include general information calls and website usage

Data Definitions

Case
An episode of care in which a member seeks assistance in a particular instance

Covered Employee (or Student) Count
The count of employees (or students) covered

CY (Current Year)
Defined by the account's contract start date and contract end date

Intakes
The count of all cases with and without confirming events

Engagement
A service to which a member was referred by the EAP (or Student Program) and has utilized

Presenting Problem
A precipitating issue or symptom causing a member to seek assistance

Primary Presenting Problem
The dominating precipitating issue or symptom causing a member to seek assistance

PY (Prior Year)
The full year period preceding the current year, beginning with the current report start and counting back a period of twelve months

Website Login
A visit to the EAP web (or Student Program)

YTD (Year to Date)
Defined by the account's most recent report start date and the report cutoff

Metrics Definitions

Comprehensive Engagement Rate

For a given timeframe, total of counseling engagements, work (or student) life engagements, coaching engagements, online counseling engagements, and number of events, divided by covered count, annualized

Annualizing allows us to more easily compare the data to a frame of reference (i.e. typical engagement). It shows what the entire year engagement would be if the same trend were to continue.

Annualization calculations vary by quarter:

- o Q1: Multiply total YTD engagements by 4, then divide by the covered count
- o Q2: Multiply total YTD engagements by 2, then divide by the covered count
- o Q3: Divide total YTD engagements by 3, then multiply by 4, then divide by the covered count
- o Q4: No calculation needed

Note. A case refers to an episode of care in which a member seeks assistance in a particular instance. Depending on the presenting problem (or problems), the member may be referred to one or more services by the EAP (or Student Program) as part of the case. If the member proceeds with the recommended services, we refer to those services as engagements. Each case has one primary presenting problem.

Counseling Rate

For a given timeframe, total count of counseling engagements (includes face-to-face, telephonic, and video), divided by covered count

Engagement Count

The count of referred service types utilized in the given period

Event Count

The total number of organizational services including training events, health/benefit fairs, and critical incident responses (based on the service event date)

Coaching Rate

For a given timeframe, total count of coaching engagements, divided by covered count

New Directions Book of Business Average (not applicable to Student Program)

The average engagement rate of current active EAP clients for the previous calendar year

Online Counseling Rate

For a given timeframe, total of counseling engagements managed through third party online services (includes text, live video sessions, live phone sessions, and live chat sessions), divided by covered count

Work (or Student) Life Rate

For a given timeframe, total count of work (or student) life engagements (includes legal, financial, and other similar services), divided by covered count