



**STATE OF MISSISSIPPI**  
Phil Bryant, Governor  
**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**  
Jess Dickinson, Commissioner

Ms. Catoria Martin, Director  
Personal Service Contract Review  
Mississippi Department of Finance and Administration  
501 North West St, Suite 700 E  
Jackson, MS 39201

Dear Ms. Martin,

This letter is to provide PSCRB the information as outlined in PSCRB Rules and Regulations Effective 7.1.16, **Section 7-119 DHS or DCPS Personal Service Contracts.**

CONTRACTOR: ComPsych Corporation

CONTRACT TERM: January 1, 2019-December 31, 2019

RENEWAL: Yes

METHOD OF PROCUREMENT: Invitation for Bids

TOTAL COST OF CONTRACT (CY2019): \$50,000

PURPOSE OF CONTRACT: To continuing providing comprehensive employee assistance program services to address emotional and personal problems for current MDCPS employees and their covered family members.

STATEMENT OF USEFULNESS FOR ESTABLISHING AND OPERATING DCPS:  
N/A

COPY OF PROPOSED CONTRACTUAL AGREEMENT: ATTACHED

If there are any questions, please contact Brian Lewis, Chief Legal Counsel at 601-359-4495.

Sincerely,

DocuSigned by:  
A blue ink signature of Jess H. Dickinson.  
EBEA6224BCC46B...  
Jess H. Dickinson

JHD:BL:lw



**FOR**

**Independent Contractor: ComPsych Corporation**

**Contract Number: 8200030726**

**Current Contract Term: January 1, 2019 through December 31, 2019**

**Renewal Number: Two (2)**

**Total Cost of Contract (Current Contract Term): \$50,000**

**Purpose of Contract: To provide comprehensive employee assistance program services that addresses the emotional & personal problems of MDCPS employees and their covered family members (spouse, children or stepchildren under 26) at home or enrolled in school full time. MDCPS employees within a 75 mile radius are served by the central location in Jackson, MS. Offices outside of Jackson will receive counseling from a therapist within a 75 mile radius.**

In accordance with House Bill 1109, effective 01/01/2018, Section 12(2), wherein public notice summarizing award of contract is outlined below.

Renewal of contract was based on MDCPS' review of current level of services provided by the above-referenced independent contractor to determine the following (Check all that apply):

- Employee assistance program services are still needed
- Renewal options available through December 31, 2021
- Quality of current service delivery
- Continuity of services with the same independent contractor
- Maintenance of current price (\$50,000) to MDCPS for budgeting and planning purposes

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**The above-referenced executed contract renewal is on file and available for public inspection in the office of the chief procurement officer.**

**CONTRACT  
RENEWAL  
AGREEMENT # 2**

**MODIFICATION NUMBER TWO  
TO THE AGREEMENT BY AND BETWEEN  
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
AND  
COMPSYCH CORPORATION**

The following Amendment Number 2, effective January 1, 2019 is made a part of the original contract, dated December 21, 2016 entered into by and between the Mississippi Department of Child Protection Services and ComPsych Corporation, hereinafter referred to as "Independent Contractor."

1. Parties. The parties to this contract are the Mississippi Department of Child Protection Services (hereinafter "MDCPS") and ComPsych Corporation (hereinafter "Independent Contractor").
2. Purpose. The purpose of this contract is for the MDCPS to engage Independent Contractor and Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, "Scope of Services."
3. Scope of Services. Independent Contractor will perform and complete in a timely and satisfactory manner the services described in the "Scope of Services" attached hereto as Exhibit A, and the "*2<sup>nd</sup> Modified Mississippi Settlement Agreement and Reform Plan,*" attached hereto as Exhibit B, and incorporated herein by reference.
4. Consideration. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) in accordance with the Budget attached hereto as Exhibit C. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00).
5. Period of Performance. This contract will become effective for the period beginning January 1, 2019 and ending on December 31, 2019, upon the approval and signature of both parties hereto.
6. Renewal of Contract: The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor to each contract anniversary date for a period of four successive one-year periods under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed two (2), or extend past December 31, 2021. However, if MDCPS does not intend to renew the contract, ComPsych Corporation shall be notified in writing prior to the contract anniversary date.
7. Method of Payment. Independent Contractor agrees to accept payments referenced in

Paragraph 4, "Consideration", to be paid as billed by Independent Contractor, upon review and approval by MDCPS. Independent Contractor agrees to submit invoices to MDCPS that contain a detailed account of each billing. **The final invoice is to be submitted no later than fifteen (15) days after the contract end date.** Independent Contractor is classified as an independent contractor and not a contractual employee of MDCPS. As such, any compensation due and payable to Independent Contractor will be paid as gross amounts. Independent Contractor invoices shall be submitted to the Agency as set forth in Paragraph 27. Independent Contractor invoices shall be submitted to MDCPS at [contract.invoices@mdcps.ms.gov](mailto:contract.invoices@mdcps.ms.gov) by the 10<sup>th</sup> day of each month following completion.

8. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Independent Contractor shall comply with applicable federal, state, and local laws and regulations.
9. Availability of Funds. It is expressly understood and agreed that the obligation of the MDCPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDCPS, MDCPS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
10. Representation Regarding Contingent Fees. Independent Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.
11. Representation Regarding Gratuities. The Independent Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
12. Compliance with Laws. Independent Contractor understands that MDCPS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Independent Contractor agrees during the term of the agreement that Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may

be amended or modified.

13. Insurance. Independent Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Independent Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, and employee dishonesty insurance or fidelity bond insurance with third party liability coverage. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage MDCPS as an additional insured. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

14. Indemnification. To the fullest extent allowed by law, Independent Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Independent Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Independent Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Independent Contractor defends said claim, suit, etc., Independent Contractor shall use legal counsel acceptable to the State. Independent Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Independent Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

15. Stop Work Order.

1) Order to Stop Work: MDCPS, may, by written order to Independent Contractor at any time, and without notice to any surety, require Independent Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Independent Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, MDCPS shall either:

a) cancel the stop work order; or,

b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

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2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing accordingly, if:

a) the stop work order results in an increase in the time required for, or in Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,

b) Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if MDCPS decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

16. Termination. The Commissioner may terminate this contract with or without cause upon thirty (30) days prior written notice to the Independent Contractor.

17. Termination for Convenience.

1) *Termination.* The Commissioner or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Commissioner or designee shall give written notice of the termination to Independent Contractor specifying the part of the contract terminated and when termination becomes effective.

2) *Independent Contractor's Obligations.* Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Independent Contractor will stop work to the extent specified. Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Commissioner or designee may direct Independent Contractor to assign Independent Contractor's right, title, and interest under terminated orders or subcontracts to the State. Independent

Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. Termination for Default.

- 1) *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- 2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.
- 3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- 4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of

Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-priced contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- 5) *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
  - 6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
19. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDCPS upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
20. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications shall not be initiated by the Independent Contractor within the last 90 days of the contract period, without prior approval from the Commissioner's Office.
21. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon

in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

22. Non-Solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State or Contractor.
23. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
24. E-Payment. Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq..
25. E-Verify. If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:
- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
  - (2) the loss of any license, permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

- (3) both. In the event of such cancellation/termination, Independent Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.
26. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent MDCPS contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
27. Paymode. Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Independent Contractor’s choice. The State may, at its sole discretion, require Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
28. Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
29. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
30. Requirements Contract. During the period of the contract, Independent Contractor shall provide all the service described in the contract. Independent Contractor understands and agrees that this is a requirements contract and that MDCPS shall have no obligation to Independent Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDCPS for the period of the contract. The amount is only an estimate and Independent Contractor understands and agrees that MDCPS is under no obligation to Independent Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Independent Contractor further understands and agrees that

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MDCPS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

31. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understanding, and agreements, written or oral, between the parties relating thereto.

32. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date indicated below, after first being authorized so to do.

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**

DocuSigned by:  
By: Jess H. Dickinson  
Authorized Signature

**Printed Name: Jess H. Dickinson  
Commissioner**

DocuSigned by:  
By: [Signature]  
Authorized Signature

**Title: Deputy Commissioner**

**COMPSYCH CORPORATION**

By: \_\_\_\_\_  
Authorized Signature

**Printed Name: Adam Gotskind**

**Title: General Counsel**

# EXHIBIT A-2

# SCOPE OF SERVICES

## EXHIBIT A-2



### Scope of Services

**5.0 Detailed Specifications (Scope of Services):** Implement a comprehensive Employee Assistance Program (EAP) which will address the emotional and personal problems of all MDCPS employees (currently approximately 2000), and their covered family members (spouse, children or step-children under the age of 26) at home or enrolled in school full-time. MDCPS employees within a 75-mile radius will be served by the central location in Jackson, MS. Offices outside of Jackson will receive counseling from a therapist within a 75-mile radius. All services will be provided as follows:

#### Guidance Consultants

ComPsych Guidance Consultants are master's-level intake clinicians who will listen to employees' issues, assess their needs and refer them to specialists to resolve their issues. They have broad-based clinical skills and experience in assessing issues such as stress and depression, alcohol/drug use, suicide, emergency responses and work-life concerns.

**5.1 Confidential assistance for issues including but not limited to, marital or family problems, substance abuse, grief, anxiety, depression, stress, etc.**

MDCPS's employees and their family members can contact ComPsych with issues regarding behavioral and emotional health, family or other personal matters 24 hours a day, seven days a week, via our toll-free line, email and chat feature on GuidanceResources Online. We will conduct an issues assessment and direct the caller to the appropriate ComPsych Guidance Expert—(network provider) and cross-refer as appropriate to an in-house attorney, financial professional or family research specialist for further assistance—all through a single point of contact.

Employees always reach our Guidance Consultants, who are master's-level clinicians—never an answering service or an automated menu system. Guidance Consultants are ComPsych employees who will listen to MDCPS's employees' issues, assess their needs and refer them to specialists to resolve their issues.

#### Guiding Employees to the Right Resources

Because most callers have not previously contacted an EAP service, our services go beyond intake and triage. We take the necessary time to educate callers on ComPsych's services. We engage them in the program, increase their comfort with our services and encourage program utilization.

These professionals have master's degrees in counseling, social work or other related behavioral areas. In addition, they have broad-based clinical skills and experience in assessing issues such as alcohol/drug use, suicide, emergency responses. Guidance Consultants have at least three years of experience, as well as training to provide support, facilitate immediate assistance and handle requests for counseling.

Our staff members speak multiple languages including Spanish, French, Italian, Polish, Arabic, Tagalog and others to accommodate multilingual, multicultural individuals. We also offer translation capabilities for more than 160 languages and maintain a 24-hour toll-free TDD line for hearing-impaired individuals.

## Scope of Services

As Guidance Consultants talk to individuals, they will document details such as the following:

- > Presenting problem, symptoms and family history
- > Risk—individuals' thoughts of hurting themselves or others including plans, actions, history, potential victim
- > Alcohol/substance use—drug of choice, amount of use, use frequency, date of onset, date of last use, treatment history
- > Domestic violence—the most recent occurrence, the frequency and history, medical attention needed currently or in the past, police or legal involvement currently or in the past, safety plan
- > Current treatment—level of care, facility name and address, therapist name and phone number, medication and dosage
- > Psychiatric treatment history
- > Work or school-related issues—performance, attendance, peer relationships, unprofessional behavior, workplace violence

### Accessing the EAP with Ease

ComPsych believes in-person care is valuable, which is why we refer callers to in-person sessions. For routine matters, individuals can schedule an appointment in an average of three days. These routine face-to-face appointments are available six days a week.

If employees have an urgent request, we will provide care through a referral to a GuidanceExpert within 48 hours.

During emergency calls, ComPsych's Guidance Consultants use their crisis intervention skills to implement crisis protocols immediately. They coordinate face-to-face services with a hospital emergency room or an EAP GuidanceExpert.

ComPsych's staff telephone counselors can assist if employees need counseling, but cannot or do not want to schedule a face-to-face visit because of their schedules, a lack of child care or transportation, or an illness or injury. Telephone counseling involves the same procedures as in-person counseling, including assessment and treatment.

### In-Person Counseling and Follow-Up

Our network offers MDCPS employees' access to local GuidanceExperts. Rather than build our network on contingency, ComPsych has structured it to accommodate the needs of our existing customers. This way, our GuidanceExperts regularly receive referrals, and their active participation deepens their understanding of our EAP services.

During in-person counseling sessions, GuidanceExperts will:

- > Evaluate the individual's situation and symptoms
- > Work with the individual to identify the primary issue and set achievable treatment goals
- > Determine an appropriate treatment plan

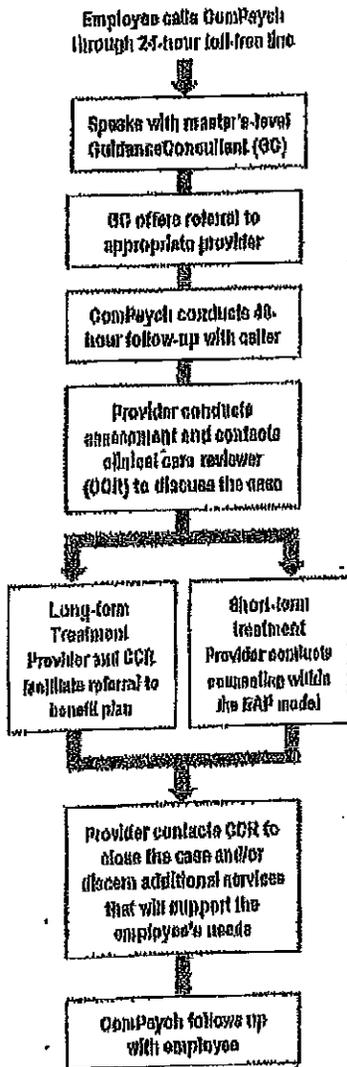
### GuidanceExperts

ComPsych GuidanceExperts are counseling and work-life specialists, attorneys, financial professionals, training facilitators, health coaches, and crisis experts. GuidanceExperts provide in person, telephonic, or video counseling (depending on availability and caller preference), and have expertise in areas such as: adolescents and children; anxiety disorders and depression; domestic violence; marriage and families; stress management; and substance use.



## Scope of Services

### EAP Referral Process



Guidance Experts will typically evaluate individuals during the first and second sessions and treat them in the remaining ones. If necessary, they will recommend ongoing treatment under the medical plan or through community resources, and help with the transition.

ComPsych uses the professional judgment that comes from deep experience to monitor care throughout the process, from initial intake through post-care satisfaction surveys.

For routine referrals, ComPsych will contact the employee within two days of the first call to make sure a suitable appointment was available. For urgent and emergency cases, we will follow up within one day. During any call, we encourage the individual to follow through with our referral recommendation.

We want to know what MDPS's employees thought of their experiences, so we will send surveys via email (with employee permission) within 30 days.

#### Pinpointing Guidance Experts and Resources

During intake calls, our Guidance Consultants will match employees with a local Guidance Expert. Using our proprietary system, we will use Guidance Experts' specialization, geographic accessibility, cultural considerations and the caller's stated preference (for example, for a female counselor) to pinpoint a suitable Guidance Expert. Guidance Consultants can either give employees the office location and phone number or transfer them directly for appointment scheduling. ComPsych will contact Guidance Experts within four hours of an initial request to inform them of the referral and employee information.

#### High Resolution within the EAP

Our best practices for network management and quality oversight of Guidance Experts produce high-quality care for employees. As available sessions increase, employees see the value, and more of them participate in the EAP, according to our research. In addition, as more employees participate, more issues are resolved within the EAP, without referral to costly medical plans.

Program Model	EAP Resolution	Medical Plan Referral
3-visit	64%	36%
4 to 8-visit	81%	19%
7 to 9-visit	89%	11%

#### Community Resource Referrals

While ComPsych's EAP covers a broad range of issues, we recognize that community referrals may help those who need more specialized or sliding-scale resources.



## Scope of Services

If employees do not have insurance coverage and need to continue treatment, we will refer them to a community behavioral health center that uses a sliding scale to charge for treatment.

For employees who need a supportive environment, we may recommend that they attend meetings sponsored by organizations such as Alcoholics Anonymous, Gamblers Anonymous, Narcotics Anonymous or Al-Anon/Alateen. In domestic violence cases, we will refer the individual to an agency that provides referrals to local shelters and legal assistance.

We may also refer individuals to associations and organizations that offer free resources and support.

### *Health Plan Coordination and Vendor Integration*

In the small percentage of cases that cannot be resolved within the EAP, such as when long-term or specialized care is needed, GuidanceExperts will consult with ComPsych clinical care reviewers. Together, GuidanceExperts and clinical care reviewers will examine the diagnosis, treatment plan, employee motivation and support system. Using a comprehensive assessment and information about employee benefit plans, they will identify appropriate and cost-effective treatment for the individual.

Clinical care reviewers offer expertise, workplace sensitivity and an employee-centered perspective, while recognizing that health plans are ultimately responsible for determining employees' level of care. ComPsych objectively recommends appropriate care for individuals and is not financially affiliated with any GuidanceExpert, group or facility.

A primary objective for MDCPS during implementation is to coordinate ComPsych's program services with its other benefit programs to ensure optimal usage of all resources. During implementation, we will enter benefit information into our database and establish cross-referral protocols. During intake, GuidanceConsultants will have access to MDCPS's medical, disability and other benefit information.

As a standard part of our EAP services, ComPsych proactively coordinates with our customers' benefits vendors including the behavioral health care provider, the medical carrier, the disease management vendor, the wellness vendor, the disability carrier, group life insurance, FMLA administration and the pharmacy management vendor. Using the EAP as a central hub provides a clinically-focused approach that can help address short-term issues before they spur more costly benefits such as health care and disability. We promote and encourage use of the EAP to address issues at the earliest point—before they become problems. This ensures that we are supporting the productive, healthy population so that they remain upstream of problems and minimize referral to costly health plans.



## Scope of Services

When an EAP case has a medical component, ComPsych will coordinate care between primary care physicians and health plan managers to encourage information-sharing. Our clinical care reviewers will communicate with primary care physicians (with employee permission) regarding the treatment plan. We also encourage primary care physicians to contact the treating GuidanceExpert with questions or concerns about the treatment plan.

For example, an employee undergoing treatment for a medical condition such as cancer may require individual and family counseling to address the emotional effects of the condition. When a case has medical and psychosocial aspects, GuidanceExperts will coordinate care to focus treatment on the individual's physical and emotional needs.

### **Network Reflects Customer Needs**

We build our network to mirror the needs of customers, adding GuidanceExperts where customers' employees live and work. Because we do not over-build our network, our GuidanceExperts regularly deliver care through our programs. This promotes their familiarity with our EAP services and standards, enhancing the quality of care provided to individuals.

ComPsych's network includes only ComPsych-credentialed, state-licensed clinicians with expertise in areas such as:

- > Adolescents and children
- > Anxiety disorders and depression
- > Domestic violence
- > Marriage and families
- > Stress management
- > Substance use

We can match the needs of MDPS's employees with GuidanceExperts who speak the same language and have the same culture. Our current network includes GuidanceExperts who speak more than 75 languages. Additionally, we have GuidanceExperts who can assist hearing-impaired individuals.

Our current network covers a broad geographic range and is continually expanding.

### **GuidanceExperts Meet Rigorous Credentialing Requirements**

ComPsych's credentialing process includes reviewing malpractice claims, pending legal cases, license actions and sanctions by Medicare or Medicaid. In addition, we verify that GuidanceExperts have expertise in specialties essential to EAP, such as critical incident support and management referrals.

To be admitted to our network, a GuidanceExpert must possess the following minimum criteria:

## Scope of Services

- > A master's degree in a behavioral health-related field and a doctorate for psychologists
- > A license to practice in the state at the highest level of independent license granted by the state licensing board
- > Three years of post-graduate experience
- > Malpractice insurance (\$1 million per occurrence/\$3 million aggregate)
- > Advanced education in a related specialization—for example, substance use, children or eating disorders
- > Willingness to participate in ComPsych's quality oversight and assurance programs

### ***Biannual Re-credentialing***

ComPsych's network services department re-credential all GuidanceExperts every two years, exceeding the requirement of the National Committee for Quality Assurance to re-credential every three years. Through this process, we:

- > Verify current license and certificate of insurance
- > Examine any malpractice claims or licensure actions
- > Analyze clinical care reviewer documentation from quality oversight activities
- > Review composite individual satisfaction survey and performance review results

Once our network services specialists have performed these tasks, our credentialing committee will meet monthly to review all candidates for re-credentialing or inclusion into our network. The committee comprises directors of network, clinical and GuidanceResources services; ComPsych's medical director; and privacy and clinical managers.

We also regularly review and oversee quality and ask GuidanceExperts for feedback about our quality oversight policies, referral process and claims management. Their responses help us to improve our GuidanceExpert-focused services.

### ***Expert Consultation for CISM Available Immediately***

When MDCPS managers and supervisors are concerned about a situation or their teams are experiencing stress related to a traumatic event, ComPsych's critical incident department is available immediately. A critical incident services coordinator will gather information about the incident and provide immediate phone support. If on-site services are needed, the coordinator will arrange for a Crisis GuidanceExpert to be at the site. *Refer to 5.7 answer on page 24 for more details on CISM services.*

*A detailed workflow is located in the appendix.*

### ***Specialized Support for Managers***

ComPsych's CISM department can provide specialized support to managers during and after critical events. We can help them to apply practical intervention



## Scope of Services

### Program Differentiator -- Easy Access for Management

Managers access services through the same toll-free number as employees; we immediately warm transfer callers to the appropriate unit.

techniques to give their staff and themselves a greater sense of control and reduce stress that can manifest as confusion and defensiveness.

Our practical guidance addresses:

- > Talking and listening to staff about how they are coping
- > Identifying and prioritizing assistance for employees who most need help
- > Educating managers on post-trauma symptoms, CISM sessions and outcomes
- > Organizing crisis staff and scheduling CISM sessions
- > Linking managers to local crisis resources
- > Reinforcing the benefits of EAP and counseling services
- > Reminding managers to address their own stress

ComPsych's crisis service will also help customers, like MDCPS, to plan for emergencies and can provide on-site assistance to support employees and families. Our account managers will even proactively offer help to a customer that may be affected by a publicized critical incident.

### Expert Management Consultation

ComPsych offers expertise with issues like substance use, compliance with the Americans with Disabilities Act and other government regulations, workplace violence and organizational re-engineering. If MDCPS needs support for an employee issue, a ComPsych employee relations specialist can provide it, working from extensive knowledge of and experience with workplace regulations and best practices. Our services to MDCPS will reflect its HR policies and procedures. Many customers that have used this service have commented on the value of an objective third party's perspective on a sensitive situation.

### Management Referrals

When MDCPS needs to refer employees to the EAP, ComPsych's formal referral specialists will assist managers or HR professionals throughout the process. Referrals can be either voluntary or formal:

- > Voluntary referrals--an employee comes to his or her manager with an issue or a manager identifies an issue during initial discussions regarding performance and discipline. The manager reminds the employee that the EAP can assist him or her, and the employee's use of the EAP is optional.
- > Formal referrals--a manager directs the employee to use EAP services after informing him or her that performance or behavior issues are hindering productivity or a policy such as drug-free workplace has been violated. Managers formally refer employees after taking disciplinary steps.

We recommend that before meeting with the employee to make a formal referral, the HR manager and the manager contact the EAP. We will discuss the referral process, provide a consent form for release of information and agree to a timetable for informing HR of the employee's attendance, progress and compliance with the

## Scope of Services

treatment plan. Because of the need for confidentiality, we do not disclose clinical and/or personal information.

We receive excellent ratings on our formal referrals—100 percent for response time and 99 percent for overall experience with our service.

### **Substance Use Assessment Services**

Substance use affects employee productivity, compromises the quality of work and increases the risk of work-related accidents. ComPsych can help customers like MDCPS to tackle those problems through our EAP substance-use services. Furthermore, ComPsych offers comprehensive services to assist with substance use training and education, development of policies and procedures, and compliance with government regulations such as the Drug-Free Workplace Act and Department of Transportation regulations.

During implementation of our services, the ComPsych account manager will review drug and alcohol policies and procedures, and formal referrals. The account manager will also clarify the referral process regarding government regulations that could affect MDCPS's policies.

### **Drug-Free Workplace Program Workflow**

Once an employee tests positive for illegal substances or alcohol, the HR manager can contact ComPsych's GuidanceResources unit to initiate the formal referral process and, if needed, consult with the formal referral specialist (FRS) who oversees the case.

When the employee calls, the GuidanceConsultant will explain the referral process, gathers information about drug/alcohol use, and refer the caller to a local specialist for a substance-use assessment. Employees can use a toll-free number to contact ComPsych 24 hours a day.

Our services are strictly confidential. ComPsych can communicate with the employee representative only after the employee signs a release of information form provided by ComPsych. Upon referral, we will contact the GuidanceExpert to confirm that an appointment can be scheduled within three business days and to provide complete referral information and contact information for the FRS who will oversee the case.

During the initial appointment, the GuidanceExpert will conduct a substance use assessment, recommend treatment and refer the employee to the most appropriate level of care. Once the employee enrolls in the treatment program, the ComPsych FRS will follow up regularly with the treatment GuidanceExpert regarding the employee's compliance with treatment recommendations. When treatment is complete, an after-care plan is developed if needed. The ComPsych FRS will notify the MDCPS representative of the employee's progress and compliance, and any after-care recommendations. MDCPS's HR manager will make the final decision

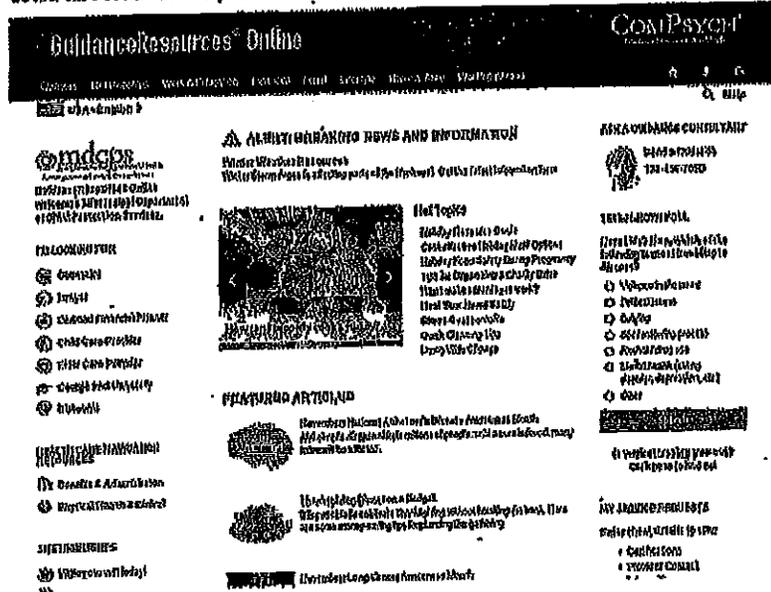
**Scope of Services**

regarding the employee's duties after return to work. A detailed workflow is located in the appendix.

**Substance Use Assessment Services**

Substance use affects employee productivity, compromises the quality of work and increases the risk of work-related accidents. ComPsych can help customers like MDOPS to tackle those problems through our EAP substance-use services. Furthermore, ComPsych offers comprehensive services to assist with substance use training and education, development of policies and procedures, and compliance with government regulations such as the Drug-Free Workplace Act and Department of Transportation regulations.

During implementation of our services, the ComPsych account manager will review drug and alcohol policies and procedures, and formal referrals. The account manager will also clarify the referral process regarding government regulations that could affect MDOPS's policies.

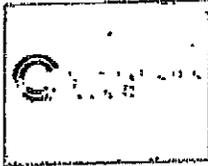


**Online Tools a Click Away**

In addition to obtaining help through the toll-free line, MDOPS employees will have information, advice and tools at their fingertips through ComPsych's GuidanceResources<sup>®</sup> Online. They can learn about subjects such as health and wellness, family, relationships, career, education, personal finances, laws and regulations, leisure activities, home repair and auto maintenance. They can also access information by life event—for example, marriage, adoption or retirement. In

## Scope of Services

### GuidanceResources Online Awards



In addition, employees can confidentially email issues to "Ask a GuidanceConsultant" and use the chat feature to access services and ask questions.

ComPsych has an In-house team that creates proprietary content for GuidanceResources<sup>®</sup> Online. Team members also leverage partnerships with Industry leaders to populate the site with news stories and articles written by experts. The "Hot Topics" area on the homepage features relevant and timely articles about issues that employees may be facing.

Individuals can view the site in multiple languages. GuidanceResources<sup>®</sup> Online content includes:

- > Interactive tools and assessments such as financial calculators, budgeting spreadsheets, language translator and personal issue quizzes
- > Customized child care provider/facility lookup and mapping for more than 500,000 resources by location and preference, availability verification based on specific criteria
- > Comprehensive elder care facility lookup by location, with ratings and rankings research, and current availability and information on more than 100,000 providers
- > Information regarding colleges and universities, career schools, graduate programs, scholarships and testing information; searchable by detailed criteria
- > Attorney resource lookup and mapping by ZIP code and proximity for more than 6,300 firms and 15,000 practitioners
- > Link to economically create simple, legally binding wills
- > Financial planner lookup and mapping by ZIP code and proximity for more than 18,000 financial professionals
- > Discounts through partners such as DirectTV and VPI Pet Insurance, as well as access to a robust, members-only discount portal, Working Advantage.
- > On-demand training modules that are an alternative to traditional full-length training sessions. These online learning modules are brief in length and include audio, video and interactive components. Examples of on-demand training topics include *Stress - A Way of Life or Fact of Life?*, *Managing Personal Finances*, and *Time Management Tools & Principles*.
- > Online centers and communities for issues such as autism, elder care, healthy habits, bullying, maternity and more. These community hubs include "Resources for Caregivers and Loved Ones"; videos, help sheets and links to external resources. For example, the autism hub includes topics such as: "What are Some Common Signs of Autism Spectrum Disorder?" and "Is Autism Spectrum Disorder Inherited."

#### Secure and Customized Access

GuidanceResources Online is password-protected to ensure a confidential online experience unique to the user. The site will be customized with MDCPS's logo and toll-free number. We can also provide space on the home page for MDCPS-specific notices and links to other benefit sites. MDCPS can evaluate GuidanceResources Online at [www.guidanceresources.com](http://www.guidanceresources.com). The user ID is

## Scope of Services

**COMPSTYCH<sup>®</sup>**  
GuidanceResources<sup>®</sup> Worldwide

"MDCPSdemoEAP", and the temporary password is "MDCPSdemoEAP1". This demonstration will be available through January 31, 2017.

### *Ask a Guidance Consultant*

Employees who prefer the anonymity of the Internet or are otherwise reluctant to call the designated toll-free number can also obtain information or answers to questions through our email option. Through this service, called "Ask a Guidance Consultant", employees can send an email from the GuidanceResources<sup>®</sup> Online site. An expert will respond via email.

### *Crisis Support*

When a crisis emerges, CompPsych will provide MDCPS and its employees with timely information. The alert section on the GuidanceResources Online home page provides breaking news and information on health crises, natural disasters and other regional events that can affect MDCPS, employees and their family members.

Users can log on to the site for the following updates:

- > Evacuation routes
- > School and road closures
- > Open child care centers and gas stations
- > Government alerts
- > Safety-related informational help sheets before, during and after a disaster
- > Links to other online resources

One visit to the site shows employees they can rely on the site as a one-stop resource for the latest updates during a major local or national crisis. Visitors can also opt-in or state that they want to receive special news announcement emails.

In addition, employees can also visit our Crisis Portal to gain instant access to helpful crisis-related information. Accessible through GRO, the Crisis Portal is available to support customers after a disaster, terrorist attack, or other traumatic event. To ensure easy access, the portal does not require log-in or registration and features a variety of the most commonly used post-disaster crisis resources. The tool is available in English and in the local language of 21 countries, and can be viewed at <http://www.guidanceresources.com/crisis>.

### *GuidanceResources Online for Mobile Devices*

Our mobile version of GuidanceResources Online, GuidanceResources<sup>®</sup> Now, enables users to browse content (help sheets, assessments, Q&As, podcasts, etc.) and news articles by topic, as well as find local legal, child care and elder care providers. In addition to enabling one-click capability to reach our call center, via the MDCPS-dedicated phone number, users can also access mobile-specific features such as click-to-call (to dial a phone number) and location-based mapping.

## Scope of Services

### **GuidanceResources Online Chat**

ComPsych has developed online Chat functionality, accessible through our proprietary web-based information and resources portal, GuidanceResources Online. Our Chat functionality is staffed by ComPsych's intake staff, who are all highly trained master's-level clinicians. Chat provides a quick and discreet way for employees and their family members to receive referral information and services. Chat is conducted in real-time, meaning employees and their family members can receive the help they need immediately. All chats with our intake clinicians are kept private, as ComPsych adheres to the highest levels of confidentiality and privacy standards, including HIPAA.

### **Work-Life Services (Optional)**

Though MDCPS stated that MDCPS is not interested in any additional EAP services at this time, we are including a description of our work-life services for consideration. We would be pleased to quote these services on request.

Through ComPsych's fully integrated GuidanceResources program, we offer support and resources for family, legal and financial issues, in addition to our EAP and GISM services. This, in turn, can reduce problems before they manifest as lost productivity, absenteeism or increased health care claims costs.

Our integrated service approach enables our GuidanceConsultants to seamlessly transfer calls regarding EAP services to our in-house lawyers and financial professionals, if appropriate. For instance, a caller who seeks EAP sessions regarding a divorce may benefit from talking to a ComPsych staff lawyer or financial professional about related issues. The GuidanceConsultant will "warm transfer" the call, sharing the background information with the lawyer or financial professional so that the employee does not need to repeat the facts about the situation.

Consequently, employees who call for support on a legal, financial or family matter often end up being more comfortable accessing EAP services when they need them.

With one phone call, employees and their family members can access the resources they need to handle complex issues instead of spending work time tracling down information and experts. As a result, MDCPS will reap the benefits of more-focused, productive employees.

Our work-life services include the following:

- > Assistance through an unlimited number of phone calls regarding child and elder care, adoption, education, pet care and personal convenience needs
- > Research, prescreening of all referrals and customized referral packets prepared by in-house resource specialists
- > Assistance through an unlimited number of phone calls to our staff lawyers and certified financial specialists

### **Program Differentiator -- Holistic Triage**

During intake and assessment, the GuidanceConsultant can immediately connect the caller to a ComPsych work-life specialist, lawyer or financial expert for further assistance.



## Scope of Services

- > Referrals to local legal and financial GuidanceExperts at discounted rates
- > Online tools and information

Our resource specialists research family care and personal convenience matters. They have at least a bachelor's degree as well as relevant work-life experience—for example, in teaching, child care or elder care—and research skills.

### Family and Personal Convenience Services

Major stressors often arise from milestones such as beginning college, getting married, moving, having children or caring for an aging parent. With ComPsych's FamilySource, MDCPS employees and their family members can call our GuidanceConsultants for an initial assessment and consultation. Then, our resource specialists will provide a packet of customized, timely referral information and educational literature. MDCPS employees can call an unlimited number of times regarding the same or different issues related to child and elder care, adoption, education, pet care and personal convenience needs. Additionally, employees can access information at GuidanceResources® Online.

### Personalized Referral Packets

ComPsych's FamilySource® referral packets include the following:

- > Local referrals
- > A map, directions and the distance from the caller's home and/or office
- > The terms and definitions for options related to their concern, such as:
  - o Housing and support services for seniors
  - o Child care choices including in-home day care, group day care, day care centers, nanny services, preschool and Montessori schools
  - o Personal convenience services such as resources for home improvement, car buying, moves and wedding planning
  - o Wellness options for issues such as smoking cessation and weight management
- > The caller's state-specific licensing standards for GuidanceExperts/facilities
- > Applicable HelpSheets, which are ComPsych printed information sheets
- > A checklist that can help the employee to evaluate the services of a GuidanceExpert or facility
- > An individual satisfaction survey

We will send the packets to employees by the method they prefer—email, traditional mail or fax—within two business days. We handle urgent requests to help with needs such as shelter, food, or utilities immediately.

ComPsych's resource specialists use technology and conventional research to quickly compile current, customized referral information. We will provide three to five local referrals and resources and information relevant to the individual's concern. Our resource specialists call each referral source to ensure availability and a match with individuals' criteria. Within 48 hours and then again five days



## Scope of Services

Our financial services cover a broad range of issues, including:

- > Credit issues
- > Debt and bankruptcy
- > Family budgeting
- > Insurance options
  - > Investment options
  - > Money management
  - > Mortgages, loans and refinancing

Our experts are certified public accountants (CPAs) and certified financial planners (CFPs). Our personal finance professionals must have a college degree, professional certification and financial planning experience.

*6.2 Training sessions for managers and supervisors in the orientation of identifying personal and emotional problems which may affect workplace performance. Training in procedures related to documentation and appropriate referral of employees to the EAP.*

We are committed to informing employees about the GuidanceResources® program so that they will use and benefit from the program. To support this goal, our quoted rates include 20 training hours per contract year. Our average satisfaction rating for these training sessions is high: 4.5 out of 5.

MDCPS can use its training hours by mixing and matching the following types:

- > Employee orientation
- > Manager/supervisor orientation
- > Personal development workshops: behavioral wellness seminars, brown bags or lunch and learns
- > Health and enrollment fairs

During implementation, we will discuss specific training requirements and build a program to suit MDCPS's needs.

### *Orientation Sessions*

ComPsych offers separate sessions for employees and management, since each group may interact differently with our services. Employee sessions focus on program benefits and features, while management orientations include how our referral processes work and how the EAP complements management strategies.

**Employees:** The 30-minute employee orientation sessions cover topics such as:

- > Program history, background and purpose
- > Access to the benefit
- > Employer-specific services
- > Reminder that there is no cost to employees and their family members
- > Issues that can be addressed by GuidanceResources and work-life services
- > Assurance of program confidentiality

## Scope of Services

These orientation sessions can be adapted to a wide variety of audiences.

Managers and supervisors: orientation sessions discuss how to use the EAP to support employees and maximize their productivity. ComPsych's program helps managers identify troubled employees and encourage them to seek help.

The one-hour sessions cover topics such as:

- > Types of issues and problems addressed by GuidanceResources
- > Issues that can affect productivity and advice on focusing on behavior and performance instead of personal issues
- > Process for accessing critical incident response services
- > Formal versus voluntary referrals and advice on making a timely, tactful referral

We supplement this training with guides for managers and supervisors, which cover topics such as organizational benefits, the manager's role in the EAP, referral methods and steps to effective management performance. We will provide MDCPS managers and supervisors with an electronic copy of these training manuals.

### *Workshops for Behavioral Wellness and Personal Development*

Once orientation sessions lay the foundation, MDCPS can use personal development workshops and behavioral wellness seminars to add depth and interest to our GuidanceResources services. ComPsych offers training to help employees manage daily challenges including managing emotions in the workplace and balancing work and life responsibilities and goals. More than 120 topics are available such as "Experiential Relaxation Break", "Suicide Awareness", and "Coping With Compassion Stress". *A complete 2017 training topic list is attached.*

### *Participation in Health and Enrollment Fairs*

Many customers organize health fairs, which bring together benefit providers to introduce their services to employees. Upon request, ComPsych will support such fairs. Our goal is to raise awareness of the GuidanceResources program and make a positive impression on MDCPS employees.

### *Professional Facilitators Conduct Training*

All ComPsych training content is written by professional trainers who hold advanced degrees in communications, adult learning, training and development or organizational behavior. The topics are designed to accommodate all types of adult learning styles, as well as to be presented to a variety of audience types.

ComPsych has a panel of more than 1,850 contracted facilitators to ensure local coverage for training sessions. These facilitators include counselors, professional trainers and financial experts; we screen them for their experience before they become members of the panel. In addition, our professional staff coach individual facilitators before they facilitate a session for ComPsych.



## Scope of Services

### *Options for Delivering Training*

Four training formats are available for training delivery. MDGPS's preference and circumstances will determine their use:

- > **Face-to-face delivery**—our local facilitators can conduct the personal development/lunch-and-learn sessions, as well as employee and manager/supervisor orientations to GuidanceResources services.
- > **Remote delivery**—for groups and individuals in different locations, ComPsych offers employee and manager/supervisor orientation sessions online. In addition, we can offer most personal development/lunch-and-learn topics via live Webinar or teleconference.
- > **Train-the-trainer delivery**—If MDGPS wishes to have its local HR or benefits staff facilitate employee orientation sessions either to new hires or as a review, ComPsych can help MDGPS's representative prepare to conduct these sessions. We will supply the PowerPoint presentation, coach its staff on the main points of the content and advise them on effective facilitation.
- > **On-demand training**—Users can also access on-demand learning modules through GuidanceResources Online at any time at no additional cost. These 5-10 minute podcasts cover our most frequently requested topics in a user-friendly interactive format that includes quizzes and engaging questions.

### *Specialized Training and Organizational Consulting*

ComPsych also offers training on professional and management development, as well as organizational consulting topics on a fee-for-service basis. Topics include:

- > Learning the basics of management and leadership
- > Managing downsizing
- > Outplacement resources
- > HR policy review: combating substance use in the workplace
- > Valuing diversity in the workplace
- > Delivering excellent customer service
- > Employee opinion survey design and implementation

*5.3 Educational seminars and workshops regarding mental health issues, alcohol and drug abuse and healthy lifestyle solutions offered to groups of employees twelve (12) times per year at a MDGPS location.*

As previously stated, MDGPS can use personal development workshops and behavioral wellness seminars to add depth and interest to our GuidanceResources EAP services. ComPsych offers training to help employees manage daily challenges including managing emotions in the workplace and balancing work and life responsibilities and goals. As previously stated, more than 120 topics are available including "Building a Child's Self Esteem", "Effective Communication", "Moving Through Grief and Loss" and others. A complete training topic list is attached.

## Scope of Services

Many customers organize health fairs, which bring together benefit providers to introduce their services to employees. Upon request, ComPsych will support such fairs. Our goal is to raise awareness of the GuidanceResources program and make a positive impression on MDCPS employees.

Users can also access on-demand learning modules through GuidanceResources Online at any time at no additional cost. These 5-10 minute podcasts cover our most frequently requested topics in a user-friendly interactive format that includes quizzes and engaging questions. On-demand topics include "Balancing Work and Life", "Living With Change", and "Parenting a Child with Special Needs".

*5.4 A toll free confidential Employee Assistance line with 24 hour access for MDCPS employees and their covered family members. After hours face to face meetings with a counselor in the case of an emergency. An emergency is defined as homicidal, suicidal, or actively psychotic.*

MDCPS's employees and their family members can contact ComPsych with issues regarding behavioral and emotional health, family or other personal matters 24 hours a day, seven days a week, via our toll-free line, email and chat feature on GuidanceResources Online. ComPsych GuidanceConsultants have broad-based clinical skills and experience in assessing issues such as stress and depression, alcohol/drug use, suicide, emergency responses and work-life concerns.

If employees have an urgent request, we will provide care through a referral to a GuidanceExpert within 48 hours.

During emergency calls, ComPsych's GuidanceConsultants use their crisis intervention skills to implement crisis protocols immediately. They coordinate face-to-face services with a hospital emergency room or an EAP GuidanceExpert.

We consider crisis/emergency calls to be those in which there is a specific means, intent, or plan to hurt oneself or another. In assessing for crisis and risk, our GuidanceConsultant will determine the employee's or family member's level of distress and risk of imminent danger. As part of our risk assessment, we consider the following factors:

- > Current clinical symptoms
- > Duration of symptoms
- > Specificity of plan (homicidal or suicidal), as well as means and intent to follow through on the plan
- > Previous psychiatric history
- > Previous suicide attempts
- > Current alcohol/substance use
- > Safety planning
- > Degree of social support

If imminent risk to self or others is present (caller has thoughts of suicide or homicide with identified intended victim), the GuidanceConsultant will stay on the

**Scope of Services**

**ComPsych's Award-Winning Communications**

ComPsych's creative communications, designed by our own in-house creative services department, have won numerous awards including the following:



phone with the caller and attempt to stabilize the crisis. They'll ask for the name and number of a friend we can contact if there is no one with the caller or if s/he's at work at the time of the call. While doing so, the Guidance Consultant will notify a clinical manager to arrange for the caller's emergency contacts to take him/her to the nearest emergency room for a face-to-face psychiatric assessment. If these contacts are not available, our clinical manager will request a safety check through the caller's local authorities. Throughout this "behind the scenes" work, the Guidance Consultant will stay on the line with the employee until the emergency contact or police arrive. Within 24 hours, we will conduct a follow-up call to the employee or emergency contact to ensure that the employee received the appropriate intervention.

If the employee presents with a moderate level of distress and denies intent to harm self or others, and has no prior history of this behavior, we consider the case non-risk. We will provide a referral or arrange for a face-to-face assessment with a local provider. The employee's assessment determines the most appropriate level of intervention with the goal of decreasing the level of psychiatric symptoms. Throughout treatment, our provider will assess suicide/homicide risk to ensure the employee's safety throughout treatment.

**5.5 Employee brochures, posters, and EAP user guides for MDOP's employees.**

The national norm for EAP utilization is three to four percent. ComPsych averages six percent, substantiating that a significant number of employees use our services. This produces a significant return on investment for our customers. We encourage EAP utilization without charging additional fees or limiting program services.

**Creative Communication Strategies Drive Awareness and Engagement**

ComPsych's goal is for complete employee awareness of the Guidance Resources program. We work toward these goals by integrating print and electronic communications, which can be fully customized for customers and complemented by other engagement tools—such as Guidance Resources Online, employee and manager learning programs (trainings), and onsite support of health fairs and other events.

During program implementation, the ComPsych account manager will work with MDOP's to develop an employee and leadership communication strategy. Our tailored programs are designed to ensure a successful program launch, maintain high utilization, and provide relevant information to employees. MDOP's program will include program launch campaigns, ongoing engagement tools, and theme communication campaigns.

**Program Launch Campaigns**

Launch communications are designed to introduce employees and managers to the Guidance Resources program and its many benefits. They also present

## Scope of Services

important information regarding eligibility and the confidential nature of the program. Communication vehicles may include posters, brochures, wallet cards and email campaigns, and will highlight all program features from clinical counseling, to legal, financial and work-life services. One of the most effective program launch tools is ComPsych's employee home mailings which emphasize program confidentiality and the benefits available for the entire family. Our experience shows that an annual home mailing typically increases utilization by about 40 percent. ComPsych has included a roll-out home mailing in its quoted rate.

### *Ongoing Engagement Tools*

ComPsych will continually support MDCPS's GuidanceResources program with a steady stream of topical communications. During implementation, we will develop an annual communications calendar around specific needs, promoting engagement and driving utilization by addressing employees' most pressing issues. For example, January's campaign topic might be elder care, where we would provide a series of posters, help sheets and employee trainings tailored to individuals dealing with elder care issues, while February might focus on financial wellness or child care, and so on. Our campaigns are supported by the more than 120 personal development workshops and behavioral wellness seminars made available to customers, along with our best-in-class, self-service, on-demand training modules. These brief interactive online modules include titles such as *Stress - A Way of Life or Fact of Life?*, *Managing Personal Finances*, and *Time Management Tools and Principles*.

### *Themed Communication Campaigns*

ComPsych's highly responsive programs include the development of standalone campaigns tailored to the specific needs of each customer. For example, for customers going through change and/or reorganization, we have developed customer-specific resiliency and mindfulness training programs and help sheets. For customers seeking to improve organizational efficiency, we have delivered campaigns around thoughtful time management. ComPsych can also develop campaigns based on the top presenting issues among employee populations, top requested work-life resources, or industry trends around employment, behavioral health and work-life balance.

All of our communication strategies, campaigns and resources can be easily integrated into existing internal communication schedules and calendars, or can be rolled out as standalone plans. Our program rates include the cost of producing our standard communication materials in English. However, we also offer materials in different languages to support our multilingual customers. *Our sample communication materials are attached in the appendix.*

## Scope of Services

5.6 Monthly EAP utilization reports will be prepared and submitted to the Director of Human Resources to include the number of EAP calls, types of referral, number of admissions to out-patient therapy and number of counseling sessions. (These reports will not contain identity of employees nor covered family members, but will simply be statistical summaries). Referral for treatment (when appropriate) will be made in accordance with the preferred provider network of MDCPS.

MDCPS will receive reports including data on utilization and presenting issues, with metrics. ComPsych's reports contain the following information:

- > All services requested
- > Organizational trends
- > Demographic data
- > Utilization trends
- > Intervention and promotion strategies
- > Recommendations for program direction

### Critical Incident Expertise

Incidents we covered in 2018 include:

- > A child drowning at a park in Colorado
- > Mass shooting in San Bernardino, California
- > A person injuring and killing attendees of a homecoming parade in Oklahoma City
- > City public school student killing in an accidental shooting
- > Texas tornadoes causing many deaths.
- > Regional jail authority witnessing an inmate hanging in a suicide attempt
- > Hotel guest suicide
- > Co-workers discovering a ski resort employee's body
- > A father's attempted drowning of his children

Our reports will support MDCPS's efforts to gain the most value from its benefits investment. The ComPsych ResourceCenter—HR portal—offers online access to up to two years of utilization reports.

*A sample report is attached in the appendix.*

**5.7 Unlimited on-site critical incident stress debriefings (CISDs), available within 24 hours following an in-house crisis or a community crisis involving MDCPS employees.**

ComPsych's 24-hour critical incident department deals exclusively with events such as natural disasters, fatal accidents and corporate restructuring. Our specialized team will consult with managers, helping them to develop an action plan, facilitating on-site services, if necessary, and conducting follow-up calls with affected parties. ComPsych confirms that it will provide unlimited critical incident stress management debriefings with a four-hour cap per incident for employees exposed to or affected by the event within twenty-four (24) hours of a request. We can deliver our critical incident stress management (CISM) services for groups of employees or individuals affected by a critical event. CISM services aim to reduce the likelihood of long-term psychological consequences because of trauma caused by the event. The sessions offer support, normalize trauma responses and help employees manage symptoms.

We can provide on-site critical incident services within hours if needed. Our experience shows that CISM services are most effective two to three days after the incident, when the shock has subsided and the employee can better identify psychological reactions to the event.

## Scope of Services

Group sessions last approximately two hours and can be conducted separately for employees and managers. During the session, the crisis GuidanceExpert moves the group or individual through a discussion of their reactions, coping mechanisms and recovery strategies.

ComPsych has a team of critical incident specialists on staff round-the-clock to consult and support managers when natural disasters, fatal accidents, deaths and large scale crises occur. This is an important distinction when comparing vendors—many competitors outsource important services such as work-life and critical incident services. When managers and supervisors are concerned about a situation or their teams are experiencing stress related to a traumatic event, ComPsych's critical incident department is available immediately. A critical incident services coordinator will gather information about the incident and provide immediate phone support. If on-site services are needed, the coordinator will arrange for a Crisis GuidanceExpert to be at the site.

ComPsych's CISM department can provide specialized support to managers during and after critical events. We can help them to apply practical intervention techniques to give their staff and themselves a greater sense of control and reduce stress that can manifest as confusion and defensiveness. Our practical guidance addresses:

- > Talking and listening to staff about how they are coping
- > Identifying and prioritizing assistance for employees who most need help
- > Educating managers on post-trauma symptoms, CISM sessions and outcomes
- > Organizing crisis staff and scheduling CISM sessions
- > Linking managers to local crisis resources
- > Reinforcing the benefits of EAP and counseling services
- > Reminding managers to address their own stress

ComPsych's crisis service will also help MDCPS plan for emergencies and can provide on-site assistance to support employees and families. Our account managers will even proactively offer help to a customer that may be affected by a publicized critical incident.

ComPsych responded to more than 4,200 events in 2016, 84 percent of which resulted in on-site debriefings. In total, more than 3,800 separate on-site debriefings were arranged. Approximately 325 responses were for public sector customers, including dozens related to Traumatic Incident Protocol (TIP). ComPsych has repeatedly provided immediate and professional critical incident response for accidents, deaths, downsizing, shootings, workplace stress, inmate altercations, civil unrest, threats of violence, police demonstrations, natural disasters and other traumatic incidents.



## Scope of Services

ComPsych has a fully credentialed critical incident response network. The network comprises providers whose training and experience is to provide crisis intervention in response to critical or traumatic events. During our credentialing process, providers must complete a focused questionnaire that assesses their crisis intervention experience and training. We take into consideration specific needs, such as those that impact child protective services, when selecting network providers. ComPsych evaluates satisfaction with our critical incident services. In 2015, 100 percent of respondents reported satisfaction with our OISM responsiveness.

The following are brief examples of the types of critical incident support we have provided for our state, county and city partners:

- > January 2015—On-site services were requested by the Department of Safety in Arizona following a fatal highway accident that killed a mother and her four young children. Their vehicle hit a highway concrete barrier and fell to the freeway median below, bursting into flames.
- > December 2015—San Bernardino, California mass shooting that occurred, leaving 14 people dead. Provided support at multiple locations for several customers.
- > September 2015—A City Parks Division in Colorado utilized OISM for the drowning of four year-old child at the park.
- > July 2015—A southwest State had two threats of violence involving angry customers in the workplace occurred in which police were called. ComPsych arranged for a local provider to meet with employees to discuss fears of safety and work issues.

### Support for Large Scale Crises

ComPsych provides extensive support for customers affected by large scale crises. In recent years, we have responded to such traumatic events as the terrorist attack in Nice, France and Germany; nightclub shooting in an Orlando, Florida nightclub; San Bernardino, California mass shooting; Boston Marathon bombing as well as large scale natural disasters.

ComPsych also has a Crisis Portal through GuidanceResources Online, our award-winning website and mobile app. Users have instant access to helpful crisis-related information. The Crisis Portal does not require a login or password, providing immediate support to organizations and individuals amidst or immediately following a traumatic event.

*3.8 Unlimited counseling sessions per employee and/or covered family member within the contract period. Sessions will be provided by licensed professionals with a minimum of a Master's degree in social work, counseling, marriage and family, or psychology. The counseling sessions will occur at the office(s) of the respective therapist. A representative of the company will handle the reporting of any employee concerns to insure the quality and confidentiality of the EAP.*



## Scope of Services

Confirmed. Employees will have unlimited telephonic access to reach our master's-level Guidance Consultants as well as unlimited access to GuidanceResources online tools. For routine in-person office referrals MDCPS is offered a 10-session EAP model to our local network providers. Maintaining the confidentiality of MDCPS's employee information is critically important to ComPsych. Without it, our business would not be as successful as it is. To that end, we comply fully with Health Insurance Portability and Accountability Act (HIPAA) requirements, including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards. We also comply with HIPAA's nondiscrimination requirements relating to wellness programs, as applicable, as well as HIPAA's standardization of health care transactions through electronic data interchange (EDI).

ComPsych's driving force behind our vision, products and commitment to creating build-to-suit solutions for our customers is our founder and CEO, Dr. Richard Chalfetz, a licensed neuropsychologist. Dr. Chalfetz embodies and promotes core company values of passion, dedication, integrity, quality and value.

ComPsych's stability begins with our executive management team, which has been together many years and shares consistent corporate philosophies and management practices:

- > Dr. Ewa Antonowicz, clinical director, brings more than 30 years of experience to ComPsych, where she worked since 1993. Her clinical and extensive management experience includes 10 years as director of an in-house EAP.
- > Kim Baker, vice president of account services, has more than 20 years of experience in the employee benefits field. She has been with ComPsych since 2012. Kim oversees all customer implementations and coordinates with all operational areas to ensure a smooth transition. She coaches account managers to ensure high quality customer service and satisfaction.
- > Jim Brown, senior vice president of operations, uses 25 years of experience in the health care industry to ensure high-quality customer interactions. Jim has been with ComPsych since 2004. He focuses on continual improvement in customer service and GuidanceExpert transactions.
- > David Campbell, senior vice president of quality management, has more than 20 years' experience in the EAP and behavioral health business and has been with ComPsych since 1998. David works closely with ComPsych's senior management to monitor and ensure adherence to quality standards.
- > Shari Gunaka, director of work-life services, brings more than 13 years of experience in the mental health field to her role at ComPsych. Shari provides supervision in the work-life department, where she mentors her team as they help callers access resources including child care, retirement support and financial counseling.
- > Dale Grenolds, senior vice president of sales and account services, has more than 20 years of health-care industry experience. He leads



## Scope of Services

ComPsych's sales and account services teams in selling and managing EAP, work-life, wellness, FMLA administration and managed behavioral health care programs.

- > Adam Goldkind, corporate counsel, has 20 years of experience as an attorney and has been with ComPsych since 1994. He directs ComPsych's LegalConnect program, overseeing our in-house staff attorneys and program development.
- > Mike Kravets, chief financial officer, has more than 20 years of experience as a finance and operations leader and CFO for several companies. Mike has been with ComPsych since 2015 and also oversees our FinancialConnect program.
- > Fonda Phillips, director of the GuidanceResources unit, has more than 25 years of nursing and behavioral health experience. She has been with ComPsych since 1994. Fonda manages ComPsych's GuidanceConsultants and ensures that our customers' employees and their family members are promptly referred to local GuidanceExperts and resources.
- > Ronnie Scheeter, director of network services, has more than 30 years of experience in network development and has been with ComPsych since 1996. Ronnie develops and maintains our networks, including recruitment, fee negotiation, credentialing, contracting, education and management. Ronnie serves on our Quality Management and Clinical Management Committees to ensure that network clinicians provide quality services.
- > Jeff Tschillsch, chief information officer, has more than 30 years' experience in information technology and has served in leadership roles for the past 20 years. Jeff provides executive oversight and leadership for all of ComPsych's technology operations and initiatives.
- > Ken Zuckerberg, vice president of training, has more than 15 years' experience as an organizational development consultant and employee training strategist, with a focus on helping companies manage the people side of strategic initiatives. Ken strategizes with customers to establish training curricula and delivers executive coaching, presentations and workshops.

Across our organization, the ComPsych team is composed of experienced professionals. The table following page highlights what various teams do and details requirements of each position:

**Scope of Services**

Team	Qualifications
Account managers	Work closely with MDCPS to set and meet program goals <ul style="list-style-type: none"> <li>&gt; Minimum of a bachelor's degree in a related field such as business, psychology or communications</li> <li>&gt; At least five years' professional experience</li> <li>&gt; Experience in the benefits industry (such as EAP, behavioral health, work-life, wellness or disease management)</li> <li>&gt; Experience in customer service, business communications and/or corporate training</li> </ul>
Guidance Consultants	First point of contact for the toll-free line <ul style="list-style-type: none"> <li>&gt; Minimum of a master's degree in behavioral health or a related field</li> <li>&gt; At least three years' experience in assessing behavioral health issues and dealing with emergencies</li> <li>&gt; Experience in work-life issues</li> <li>&gt; Diagnostic and intervention skills</li> <li>&gt; Ability to use a problem-focused, action-oriented approach for caller issues</li> </ul>
Clinical care reviewers	Review cases and interact with Guidance Experts to provide guidance on treatment plans <ul style="list-style-type: none"> <li>&gt; Minimum of a master's degree</li> <li>&gt; At least five years' direct experience in behavioral health care</li> </ul>
Critical incident stress management (CISM) coordinators	Provide immediate phone consultation to distressed callers, coordinate critical incident response activities <ul style="list-style-type: none"> <li>&gt; Minimum of a master's degree</li> <li>&gt; At least two years' direct experience providing CISM services</li> <li>&gt; Expertise in crisis intervention and trauma assessment</li> </ul>
Employee relations specialists	Provide consultation to managers in accordance with the employer's policies and procedures <ul style="list-style-type: none"> <li>&gt; Minimum of a bachelor's degree</li> <li>&gt; At least five years' experience in direct HR consulting</li> <li>&gt; Extensive knowledge of organizational and employment-related issues</li> </ul>



**Scope of Services**

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## Scope of Services

Team	Qualifications
Formal referral specialists	Assist managers in making formal referrals (including substance use) to the EAP <ul style="list-style-type: none"> <li>&gt; Minimum of a master's degree</li> <li>&gt; At least three years' direct experience in assessing substance use and dealing with chemical dependency treatment issues</li> <li>&gt; Extensive knowledge of EAP and its application in with the workplace</li> </ul>

### Setting Our Standards

A primary goal is to meet or exceed our customers' expectations and our own standards, and we work toward it through our operations and monitoring practices. We begin by discussing MDCPS's expectations, monitoring our services during intake and overseeing quality throughout counseling service delivery.

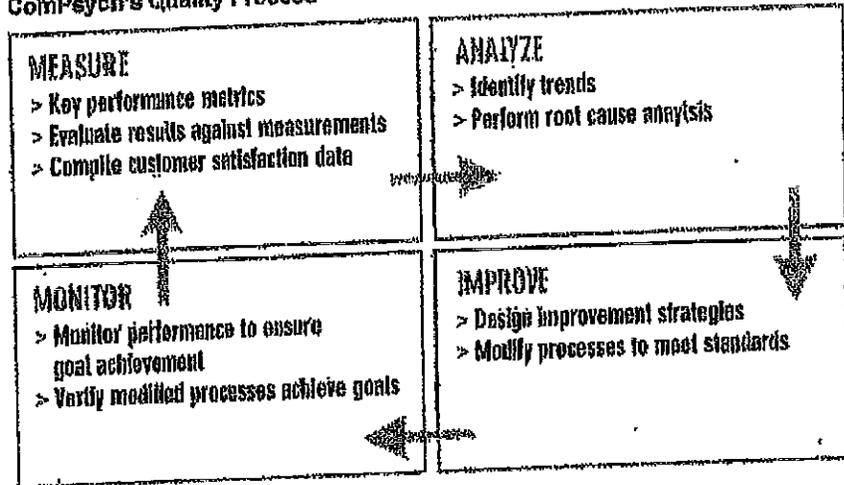
ComPsych applies quality management practices to all areas of our business including:

- > Account management: timely and seamless program implementation, accurate reporting and support in developing compelling communication pieces
- > Network management: availability and quality of network Guidance Experts, evaluation of their performance and management of any employee complaints and grievances
- > Intake: availability and responsiveness of Guidance Consultants, completeness of response to service requests
- > Quality oversight: adherence to defined review guidelines and professional interactions
- > Customer service: responsiveness to and resolution of employee concerns
- > Claims administration: accuracy and processing turnaround time
- > Employee satisfaction: response to services

We consistently monitor our processes to ensure compliance with our high-quality standards and to achieve the best possible results for our customers. Our approach includes a four-step process to measure and analyze results, improve metrics and monitor ongoing performance, as the following graphs depict:

## Scope of Services

### ComPsych's Quality Process



### Focusing on Employee Satisfaction

Satisfaction with our service delivery will invigorate MDCPS's program and boost utilization. We seek feedback in the following situations:

- > Two days after contacting ComPsych, we call or email the customer (depending on customer preference and permission) to ensure the GuidanceExpert was available, encourage follow-through with the referral recommendation, and determine if they would like any further assistance.
- > Five days after a customer contacts ComPsych, we email a satisfaction survey to evaluate their experience with our GuidanceResources Unit.
- > Ten days after a customer contacts ComPsych, we email a satisfaction survey to evaluate their experience on either our FamilySource, LegalConnect, or FinancialConnect services (depending on the services they received).
- > Thirty days after a customer contacts ComPsych, we send a survey to evaluate the customer's experience with their GuidanceExpert.

We also collect feedback on our GuidanceConsultants, FamilySource resource specialists, management consultations, CISM services, Internet services, training sessions, program implementation and overall account management. Our reports to MDCPS will include results of satisfaction surveys to identify strengths and areas for improvement.

In addition to account managers' ongoing contact with customers, ComPsych sends a semiannual survey to assess areas such as account manager availability, responsiveness, and follow-through; the handling of crises; the timeliness and value of reports; notification regarding new services; the value of consultations; the effectiveness of promotional literature, training and Internet services; and the satisfaction with program performance.



## Scope of Services

### **Quality Certifications, Accreditations, Memberships**

#### **URAC Accreditation**

ComPsych holds a three-year Core-accreditation by the Utilization Review Accreditation Commission, (URAC), a leading accreditor of organizations that provide health care management support services. As such, ComPsych maintains full compliance with URAC's Core Standards, which include stringent quality and accountability measures on organizational policies and procedures; regulatory compliance; marketing and sales; quality management; staff qualifications and management; information management; clinical staff credentialing and oversight; health care system coordination; and consumer protection.

#### **EAPA Membership**

ComPsych is an organizational member of the Employee Assistance Professionals Association (EAPA), a membership organization for employee assistance professionals around the world. EAPA hosts an annual conference, publishes the *Journal of Employee Assistance* and offers training and other resources.

#### **Certified HIPAA Compliance**

As previously stated, ComPsych fully complies with all requirements of the Health Insurance Portability and Accountability Act (HIPAA). In addition, ComPsych complies with HIPAA's nondiscrimination requirements relating to wellness programs. We also comply with HIPAA's standardization of health care transactions through electronic data interchange, which requires health plans to accept a series of specific transactions electronically. Independent verification has been conducted certifying all applicable transactions.

#### **EMPAQ Outstanding Data Supplier Seal**

ComPsych received the Employer Measures of Productivity, Absence and Quality™ (EMPAQ®) Outstanding Data Supplier Seal, recognizing key vendors for supplying high-quality data to support performance measurement. EMPAQ is a leading benchmark tool for assessing programs that directly impact the health and productivity of the workforce. Vendors recognized with the Outstanding Data Supplier Seal have passed EMPAQ's rigorous quality assurance process, which ensures the accuracy and integrity of the data submitted.

*5.9 The Deputy Commissioner of Administration, Division of Human Resources will provide evaluation of services and ongoing consultation with the company concerning the administration of the EAP.*

Continued.

EXHIBIT B-2

2<sup>nd</sup> Modified  
Mississippi Settlement  
Agreement  
And  
Reform Plan

(See Mississippi Department of Child Protection Services Website)  
<https://www.mdcp.ms.gov/olivia-y-lawsuit/>

# EXHIBIT C-2 BUDGET

## EXHIBIT C-2

### Budget\*

<u>Specific Category of Service</u>	<u>Hourly/Daily/Monthly Rate</u>	<u>No. of Hours/Days/Months</u>	<u>Amount</u>
1. EAP	\$1.98 PEPM	Per Employee Per Month	10 sessions
2. Training	includes 20 Training hours	Additional training is available for \$150/hour	
3. CISM	includes unlimited four (4) hour cap per incident		
4. CISM	Additional on-site CISM services are available for \$225/hour		
5.			
6.			
7.			
8.			
9.			
10.			

**Total Amount: \$23.76 PEPY (Per Person Per Year)**

\*Must include an itemized breakdown of the above-referenced budget categories and explain how each line item was calculated. All pricing should be based on contract deliverables on page 1 and include all associated costs with no additional or hidden fees.



Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return) Name is required on this line; do not leave this line blank  
**Compsych Employee Assistance Programs, Inc**

2 Business name/disregarded entity name, if different from above  
**Compsych Corporation**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**455 N. Cityfront Plaza Drive, NBC Tower - 13th Floor**

6 City, state, and ZIP code  
**Chicago, IL 60611-5322**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-			
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OR

Employer identification number

3	6	-	3	7	3	9	7	8	3
---	---	---	---	---	---	---	---	---	---

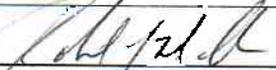
## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ **9/19/18**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-E (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

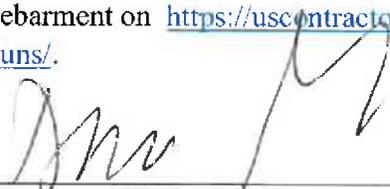
Federal Debarment Verification Form  
Revised September 18, 2018

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
FEDERAL DEBARMENT VERIFICATION FORM**

*Please Print/Type Clearly in Blue Ink*

Subgrantee's/Contractor's Name	<u>ComPsych Corporation</u>
Authorized Official's Name	<u>Daie Grenolds</u>
DUNS Number	<u>77-9935295</u>
Address	<u>NBC Tower, 455 North Cityfront Plaza, Chicago, Il 60611</u>
Phone Number	<u>312-660-1075</u>
Are you currently registered with <a href="https://uscontractorregistration.com/search-sam-cage-duns/">https://uscontractorregistration.com/search-sam-cage-duns/</a> (Respond Yes or No)	<u>Yes</u>
Registration Status (Type Active or Inactive)	<u>Active</u>
Active Exclusions (Type Yes or No)	<u>No</u>

I hereby certify that ComPsych Corporation is not on the list for federal  
debarment on <https://uscontractorregistration.com/search-sam-cage-duns/>.

  
\_\_\_\_\_  
Signature of Authorized Official

November 26, 2018

\_\_\_\_\_  
Date

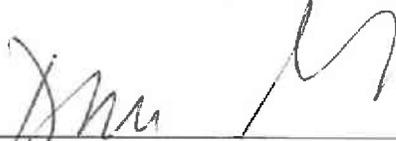
Partnership Debarment Verification Form  
Revised September 18, 2018

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
PARTNERSHIP DEBARMENT VERIFICATION FORM**

*Please Print/Type Clearly in Blue Ink*

Subgrantee's/Contractor's Name	ComPsych Corporation
Authorized Official's Name	Dale Grenolds
DUNS Number	77-9935295
Address	NBC Tower, 455 North Cityfront Plaza, Chicago, IL 60611
Phone Number	312-660-1075

I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on <https://uscontractorregistration.com/search-sam-cage-duns/>. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDCPS.

  
\_\_\_\_\_  
Signature of Authorized Official

November 26, 2018  
\_\_\_\_\_  
Date

### STATE OF MISSISSIPPI Minority Vendor Self Certification Form

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: ComPsych Corporation  
Address: NBC Tower, 455 North Cityfront Plaza Post Office Box: N/A  
City: Chicago State: IL Zip: 60611  
Telephone #: 312-660-1075 Tax I.D.: 36-3739783  
SAAS Vendor #s (if known): N/A

#### MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57 – 69 and the Small Business Act 15 USCS, Section 637(a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

APPLICABLE  NOT APPLICABLE

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

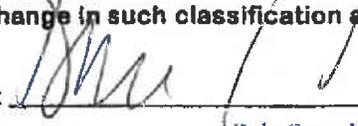
#### Minority Business Enterprise

- A (Asian Indian)
- B (Asian Pacific)
- C (Black American)
- D (Hispanic American)
- E (Native American)

#### Women Business Enterprise

- M (Asian Indian)
- N (Asian Pacific)
- O (Black American)
- P (Hispanic American)
- Q (Native American)
- R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57- 69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: ComPsych Corporation Certified by:   
Date: November 26, 2018 Title: Senior VP of Sales and Account Management Name Printed: Dale Grenolds

## MISSISSIPPI MINORITY BUSINESS ENTERPRISE ACT 57-69

MINORITY as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; Women.

MINORITY OWNED BUSINESS or MINORITY BUSINESS ENTERPRISE as used in this provision means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is owned and controlled by one or more individuals or minority business enterprises, at least seventy-five (75%) of whom are resident citizens of the State of Mississippi.

OWNED AND CONTROLLED as used in this provision means a business in which one or more minorities or minority business enterprises that owns and controls at least 51%, or in the case of a corporation at least 51% of the voting stock and control the management and daily business operations of the business.

## SMALL BUSINESS ACT 15 USCS, SECTION 637 (a)

For the purposes of this provision, the term socially and economically disadvantaged small business concern means any small business concern which is at least 51% unconditionally owned by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least 51% of the stock is unconditionally owned by one or more socially and economically disadvantaged individuals, and the management and daily business operations of such small business concern are controlled by one or more socially and economically disadvantaged individuals.

SOCIALLY DISADVANTAGED as used in this provision means individuals who have been subjected to racial and ethnic prejudice or cultural bias because of their identity as members of group and without regard to their individual qualities.

ECONOMICALLY DISADVANTAGED as used in this provision means individuals who are socially disadvantaged whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities the Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individual. In determining the economic disadvantage of an Indian tribe, the Administration shall consider, where available, information such as the following: the per capita income of members of the tribe excluding judgment awards, the percentage of the local Indian population below the poverty level, and the tribes access to capital markets.

WOMEN OWNED BUSINESS or WOMEN BUSINESS ENTERPRISE as used in this provision means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is at least 51% owned by one or more women; and whose management and daily business operations are controlled by one or more women or women business enterprises.

To view the above mentioned Acts in their entirety log onto [www.mississippi.org](http://www.mississippi.org) and [www.4.law.cornell.edu](http://www.4.law.cornell.edu)



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## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and ComPsych Management Corporation (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



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### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

#### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer ComPsych Management Corporation**

**Elise J Daughetee**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**03/04/2010**

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**03/04/2010**

Date



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: ComPsych Management Corporation

Company Facility Address: 455 N. Cityfront Plaza Dr.

13th Floor

Chicago, IL 60611

Company Alternate  
Address:

County or Parish: COOK

Employer Identification  
Number: 36373978

North American Industry  
Classification Systems  
Code: 551

Parent Company: \_\_\_\_\_

Number of Employees: 100 to 499

Number of Sites Verified  
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ILLINOIS 1 site(s)



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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	<b>Jasmine J Floyd</b>	Fax Number:	<b>(312) 660 - 1100</b>
Telephone Number:	<b>(312) 595 - 7459</b>		
E-mail Address:	<b>jfloyd@compsych.com</b>		
Name:	<b>Amy E Goebel</b>	Fax Number:	<b>(312) 660 - 1100</b>
Telephone Number:	<b>(312) 660 - 5462</b>		
E-mail Address:	<b>agoebel@compsych.com</b>		
Name:	<b>Elise J Daughhete</b>	Fax Number:	<b>(312) 660 - 1100</b>
Telephone Number:	<b>(312) 595 - 3130</b>		
E-mail Address:	<b>edaughhete@compsych.com</b>		



**STATE OF MISSISSIPPI**  
Phil Bryant, Governor  
**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**  
Jess Dickinson, Commissioner

Ms. Catoria Martin, Director  
Personal Service Contract Review  
Mississippi Department of Finance and Administration  
501 North West St, Suite 700 E  
Jackson, MS 39201

Dear Ms. Martin,

This letter is to provide PSCRB the information as outlined in PSCRB Rules and Regulations Effective 7.1.16, **Section 7-119 DHS or DCPS Personal Service Contracts.**

CONTRACTOR: ComPsych Corporation

CONTRACT TERM: January 1, 2019-December 31, 2019

RENEWAL: Yes

METHOD OF PROCUREMENT: Invitation for Bids

TOTAL COST OF CONTRACT (CY2019): \$50,000

PURPOSE OF CONTRACT: To continuing providing comprehensive employee assistance program services to address emotional and personal problems for current MDCPS employees and their covered family members.

STATEMENT OF USEFULNESS FOR ESTABLISHING AND OPERATING DCPS:  
N/A

COPY OF PROPOSED CONTRACTUAL AGREEMENT: ATTACHED

If there are any questions, please contact Brian Lewis, Chief Legal Counsel at 601-359-4495.

Sincerely,

DocuSigned by:  
A blue ink signature of Jess H. Dickinson.  
EBEA6224BCC46B...  
Jess H. Dickinson

JHD:BL:lw