

INVITATION FOR SEALED PROPOSAL

RFP 02-741

Description: EAP Program

Department: Human Resources

NIGP Commodity Code(s): 958-61-00-000-0

Total pages including this page is 28

NOTE: FAXING OF PROPOSAL NOT ACCEPTED

Important Instruction – Read Carefully:

If you have obtained these proposal specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Website : <http://www.cityoftulsapurchasing.org/>

you must notify the buyer Patricia Cummings of your intent to proposal by e-mail at pcummings@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your proposal response should follow the same format listed above plus any additional format requested in the body of the proposal invitation.

**INVITATION FOR SEALED PROPOSALS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Proposal number and date of proposal opening must appear on the lower
left outside corner of proposal envelopes and all related containers.

DATE OF OPENING: May 15, 2003

PROPOSAL NUMBER: RFP 02-741

PROPOSAL MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.

PROPOSALS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: April 16, 2003

Proposal must be accompanied by proposal's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING PROPOSAL DOCUMENTS

THE FOLLOWING SECTION MUST BE COMPLETED BY PROPOSAL

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____ % _____ days.

City of Tulsa may increase quantity of order at the unit price proposal for _____ days. (Proposal to Specify Days) I have examined the terms and specifications and the instructions to proposals herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a PROPOSAL BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this proposal.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____

SIGNATURE OF AUTHORIZED AGENT

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED PROPOSALS

THESE ITEMS APPLY TO AND BECOME A PART OF THE PROPOSAL.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **PROPOSALS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each proposal shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the proposal number and date in the lower left hand corner. Proposals must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No proposal may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of proposals.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The proposal shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful proposal, shall be considered as part of his contract with the City of Tulsa.
5. The proposal shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the proposal form.
7. Each proposal agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE PROPOSAL.**
9. The City of Tulsa reserves the right to reject any and all proposals, to waive any technicalities in the proposal, and to award each item to different proposals or all items to a single proposal.
10. All proposals must be accompanied by proposals bond, cash, certified or cashier's check in the amount shown on the face of the proposal form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful proposal (or proposal) fails to execute a contract, if required. The proposal agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the proposal deposits to the unsuccessful proposals, after a contract has been awarded or all proposals have been rejected.
11. In the event cash discounts are offered by the proposal, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the proposal shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the proposal at the time of purchase.
13. Proposal must show number of days required for delivery under normal conditions. Failure to state delivery time obligates proposal to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause proposal to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from proposal list.
14. Proposal agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with proposals direction.
15. If the proposal requires a written contract, the successful proposal shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said proposal by the City.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says

Authorized Agent

1. (s)he is the duly authorized agent of _____, the proposal submitting the competitive proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposals and between proposals and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the proposal to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such proposal; and
3. neither the proposal nor anyone subject to the proposal's direction or control has been a party;
 - a. to any collusion among proposals in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposal.
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between proposals and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature of Notary Public

MY COMMISSION EXPIRES

The Proposal Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Proposal _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

REQUEST FOR PROPOSAL 02-741
THE CITY OF TULSA
EMPLOYEE BENEFITS - EMPLOYEE ASSISTANCE PROGRAM

The City of Tulsa has had an Employee Assistance Program since the 1980's. Since March 1995, the City of Tulsa's EAP program has been responsible for positive drug screening counseling. For more information on the program, see Exhibit 1. You are invited to submit an Employee Assistance Program to the City of Tulsa, Oklahoma, in accordance with the terms, conditions, and instructions as set forth in this Request for Proposal. The City is looking for a three year rate guarantee. No commissions or brokerages fees will be paid by the City of Tulsa in the selection or employment of a disability provider. You must give a bid on the attached Plan design for all affected participants. If you believe there are additional changes required in the plan design to control cost, indicate such in your response to the RFP. Your response must include:

- a copy of your standard contract,
- a list of exclusions,
- the completion of questionnaire #1,
- the pricing page.

If these items are not included with the returned response, your bid will not be accepted for review. When responding to this RFP, return the original package in its entirety, clearly marked "original," along with 15 copies. Failure to do so may result in rejection of proposal.

EFFECTIVE PERIOD OF PROPOSALS

All terms and conditions within the proposal must remain in effect until at least August 1, 2003, to allow sufficient review, negotiations and approval time by the City of Tulsa.

EVALUATION OF PROPOSALS

Proposals will be evaluated by the City of Tulsa; each proposal will be evaluated according to a number of criteria that will be grouped into seven (7) major categories. Cost will be factored into the evaluation by assessing a total cost per point, with the lowest cost per point being the most favorable.

1. General organization and experience of the administrator.
2. Financial arrangement, including guaranteed cost contract and performance guarantees.
3. Scope, responsiveness, and quality of administrative services, including data processing and management information reporting capabilities.
4. Claims processing organization and procedures.
5. Utilization management and quality assurance programs and services.
6. Customer service.
7. Providers and geographic locations of providers.

ORAL PRESENTATIONS

Each finalist, not to exceed four (4), will be required to conduct a final oral presentation at the City Medical with the EAP Committee at a time which is selected by the City and agreeable to the administrator. Such presentations will be scheduled at a later date. The purpose of this presentation will be to:

- Substantiate proposal representations made by the finalists.
- Supplement information obtained through the proposal questionnaire.
- Provide a better understanding of the services and operations of the administrator.
- Meet the individuals who will have a significant role in providing services to the City.

FINAL EVALUATION AND SELECTION

Each finalist will be evaluated based on the capabilities described in the written proposal and at the oral presentation and on-site network visits. The EAP Committee will make a recommendation to the Mayor to award to the vendor who offers a program which has the lowest cost per point awarded.

The administrator judged to offer the most attractive program based on the overall evaluation will be selected and each finalist will be notified in writing of the decision.

1. The City of Tulsa reserves the right to refuse any and all proposals. Additionally, the City shall evaluate proposals based on the criteria set forth in this request for proposal, and points will be awarded for each criteria. Factors to be considered in the review of proposals include the following list, as well as the questions on Attachment B:
 - Professional qualifications, specialized experience, and technical competence of the firm with respect to the types of service required.
 - Capacity and capability of the firm with respect to such factors as cost control, quality of work and ability to meet schedules.
 - Record for past performance with the City and other jurisdictions.
 - Proximity to and familiarity with the area of service
 - Qualifications and experience of the principals of the firm, managing professional and key staff professionals selected for the project.
 - Size and experience of the professional and technical staff with respect to the magnitude of the assignment.
 - Financial standing.
 - Estimated schedule for completion of the project.

Award of Contract

1. AUTHORITY OF MAYOR. THE MAYOR SHALL HAVE THE AUTHORITY TO AWARD CONTRACTS WITHIN THE PURVIEW OF THIS CHAPTER.

2. LOWEST SECURE BIDDER. CONTRACTS SHALL BE AWARDED TO THE LOWEST SECURE BIDDER MEETING SPECIFICATIONS. IN DETERMINING "LOWEST SECURE BIDDER", IN ADDITION TO PRICE, THE FOLLOWING FACTORS SHALL BE CONSIDERED:

A. THE ABILITY, CAPACITY AND SKILL OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE REQUIRED;

B. WHETHER THE BIDDER CAN PERFORM THE CONTRACT OR PROVIDE THE SERVICE PROMPTLY

OR WITHIN THE TIME SPECIFIED, WITHOUT DELAY OR INTERFERENCE;

C. THE CHARACTER, INTEGRITY, REPUTATION, JUDGMENT, EXPERIENCE AND EFFICIENCY OF THE BIDDER;

D. THE QUALITY OF PERFORMANCE OF PREVIOUS CONTRACTS OR SERVICES;

E. THE PREVIOUS AND EXISTING COMPLIANCE BY THE BIDDER WITH LAWS AND ORDINANCES RELATING TO THE CONTRACT OR SERVICE;

F. THE SUFFICIENCY OF THE FINANCIAL RESOURCES AND ABILITY OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE;

G. THE QUALITY, AVAILABILITY AND ADAPTABILITY OF THE SUPPLIES OR CONTRACTUAL SERVICES TO THE PARTICULAR USE REQUIRED;

H. THE ABILITY OF THE BIDDER TO PROVIDE FUTURE MAINTENANCE AND SERVICE FOR THE USE OF THE SUBJECT OF THE CONTRACT, AND;

I. WHERE AN EARLIER DELIVERY DATE WOULD BE OF GREAT BENEFIT TO THE REQUISITIONING AGENCY, THE DATE AND TERMS OF DELIVERY MAY BE CONSIDERED IN THE BID AWARD, AND;

J. THE NUMBER AND SCOPE OF CONDITIONS ATTACHED TO THE BID.

K. IF A POINT SYSTEM HAS BEEN UTILIZED IN THE BID SPECIFICATIONS, THE NUMBER OF POINTS EARNED BY THE BIDDER.

Your proposal responses should be based on the following assumptions:

EFFECTIVE DATE

July 1, 2003

GROUPS TO BE QUOTED

All active employees

AUDITED FINANCIAL STATEMENT

Each bidder must include in his response to this request for proposal an audited financial statement covering the bidders; most recent fiscal year of operation, and any other financial data which will serve to support the financial strength of the company.

DRUG SCREENING

The City of Tulsa has had a drug screening process since 1995. For further information on the program, see Exhibit 1.

Testing Pools:

DOT – 714 employees

Safety Sensitive – 269 employees

Fire Safety Sensitive – 670 employees

OT & EX Safety Sensitive – 1080 employees
Police Safety Sensitive - 550 employees

The Substance Abuse Professional (SAP) evaluates and refers every employee that has a positive drug screen and dilute urine drug screen. Also the SAP evaluates all employees with positive breath alcohol tests. Since inception of the program in 1995, we have had (165) positive urine drug screens and (63) dilutes.

BACKGROUND INFORMATION

The City of Tulsa handled employee assistance treatment source referrals through in-house staff support until 1988 when an outside service contract was established. Our FY99-00 EAP Services Agreement has been with "Community Care.

The City of Tulsa has approximately 3906 full time employees. The coverage group shall include all employees, including approximately 2,471 full time and part time classified non-sworn employees and approximately 1,435 sworn employees and their respective family members. The initial contract period shall run from July 1, 2003 through June 30, 2004. The City reserves the right to renew the contract for up to two additional one-year periods, renewable annually on consent of both parties involved, or to cancel the contract with a thirty day written notice.

We have had a three year average of 170 EAP visitations in all employee groups. Sworn employed are estimated to be involved in approximately 25% of these visitations.

BILLING RATE

The City requests a flat charge rate per employee per year be established for all non-sworn employees and their families for complete EAP services. Additionally, a second flat charge should be established for sworn employees and their families for a limited program. The sworn Police and Fire personnel have available an existing stress service/psychological based assistance program specifically contracted for the unique circumstances of sworn personnel. Therefore, the City has found a very small percentage of the sworn personnel will come into contact with the EAP program.

SERVICE PROVISION

The provider organization services must include high quality, cost efficient in-patient alcohol and drug treatment program(s) recognized by the Oklahoma Board Mental Health.

The provider organization services must include either aftercare from an in-patient program or a one year rehabilitation treatment program for alcohol and drug abuse. The Program Director, or designee, must communicate with the City Medical Section in regards the illness and the related impact on the employee's job performance.

Additional services directed at employee problems shall include, but not be limited to:

- Marriage and Family Relationships
- Emotional/Psychological Illness
- Financial Distress
- Grief
- Job Conflict
- Legal

EAP services shall be provided to all non-sworn City employees and their immediate family upon request with no limitation on the nature of the problem they exhibit. City employees who are within the sworn services (Police Officers, Firefighters, and the upper ranks) shall be provided EAP services limited to problems which are not addressed by an agreement between the City and Psychological Services Incorporated. As such, the provider shall cover sworn employees and their family members with assistance involving financial difficulties, alcohol, and drug abuse.

Whenever an employee is referred to the EAP provider by the City Medical Section, the employee's supervisor or other City designated representative, and there exists a potential for the imposition of discipline, the provider shall be responsible to provide follow-up services as stated below:

Follow-up services shall not exceed one year.

Monthly meetings (at a minimum) shall occur between the employee and an EAP counselor.

Monthly contact shall occur between the employee and any assistance resource to which the employee is referred, for the term of the employee's duration of involvement with the resource.

Monthly contact shall occur with the City's designated representative who initiated the referral, and information shall be provided as to the level of the employee's involvement with the EAP services and/or referral providers, the employee's cooperation, progress, and identified problems.

The provider shall conduct training sessions for supervisory personnel of the City, offered at least once annually for newly appointed supervisors, and others who request to repeat the training. Sessions shall be designed to give supervisors an understanding of the EAP and to help them examine their attitudes about managing troubled employees. Training sessions shall consist of seminars which are at least four hours in length and shall be conducted at City designated locations.

Provider service staff shall be available at all reasonable times for consultation with the City's designated representative, the City's Physician, or other medical personnel. EAP staff members shall work closely with the City's Medical Section to provide timely consultations and advice on job-related and non-job-related issues which may have an impact on the employee's performance or ability to work. EAP staff shall also be responsible for recommendation of referral sources for employees with long term, unique, or complex behavioral problems.

The provider shall supply, upon request and within a reasonable time frame, a supply of informational brochures, program posters, and materials which will enhance the City's ability to advertise the EAP services and make employees knowledgeable of the provider's location and value as a resource. Brochures shall be made available in numbers not to exceed 5,000 per year maximum. Other printed materials may be provided at no cost or through subsequent cost reimbursement by the City as agreed upon in writing prior to incurring any expense. The EAP provider shall hold annual worksite meetings to educate the employees about the program. The Provider shall provide electronic quarterly reports and provide a representative to address these reports no more than four times per year.

PAYMENTS AND RECORDS

In consideration of obligations performed by the successful bidder/provider under this Agreement, the City shall pay said provider an annual rate equal to the sum of an agreed cost per non-sworn employee, plus an agreed cost per sworn employee of the City. The number of employees of the City used in calculating the provider's annual fee shall be the number employed by the City on July 1 of any contract year. Manner of payment shall be one-half of the total annual cost, to be paid within 45 days after the execution of this Agreement and upon written payment requests notification. The balance of the cost shall be paid by January 15, 2004, upon submission by the service provider for such amount.

All records of City EAP clients maintained by the provider in conjunction with the provision of EAP

services shall be the property of the service provider. The provider shall hold in trust the confidentiality of all information or materials in whatever form which were prepared in conjunction with any obligation performed by the provider under this Agreement. The provider shall cause its employees to comply with the terms of this section. This section shall survive the expiration of this Agreement.

The City and the selected provider shall not disclose to any third party, or their subsidiaries, affiliates, agents, or clients, any information which relates to the technical or business activities (i.e. trade secrets) of the City or the provider in connection with performance of this Agreement, without the prior written consent of the other, unless:

1. The information was known to both the City and the provider prior to obtaining it under this Agreement;
2. The information at the time of disclosure is already in the public domain;
3. The information was obtained from a third party who did not receive it directly or indirectly from the other and is under no obligation of confidentiality regarding it; or
4. The information is information that could be required to be disclosed pursuant to the Oklahoma Open Records Act, 51 O.S. 1992, and ss.ss.24A1 et seq.

NOTICES AND CONTRACT

Any notice, communication, consent or other writing directed from the City to the provider, or visa versa, shall be delivered either personally or by mail, postage prepaid, to the other party through their designated representatives.

The City and the provider shall enter into an agreed legal written contract which shall include information relating to the parties relationship, contract conditions, terms, severability and enforcement provisions which must be established to commence the EAP service provider relationship. The City wishes to notify bidders that the State of Oklahoma statutory provisions restrict the City to formal, one-year contracts.

RESPONSE REQUIREMENTS FOR PROVIDERS

Market Presence and Experience – the City of Tulsa requests each bidder provide information related to the scope of the population served by the provider, the years of operation, and the extent of Employee Assistance services currently offered by the bidder.

Financial Stability/Resources – The City of Tulsa requests each bidder to provide at least a brief summary as to the financial resources and related stability of the bidder to continue to provide current services as well as the requested services sought through the Request for Proposal.

Key Management Liaisons – Each bidder should provide the name, position/title, address, phone number, and contract relationship served by the key management liaison(s) who will be working with the City and involved in decision making or problem solving as regards to this contract.

Technical and Professional Qualifications – the bidder is requested to provide specific information related to its active staff as well as any outside referral resources the provider would ask the City to utilize for Employee Assistance Services. The City is interested in the size of the EAP staff and approximate time frames for gaining employee initiated or referral appointments. The City will consider this factor of service availability in our review of bids.

Referral Resource Provider Information – Each bidder shall provide the City of Tulsa with detailed information on all outside resources that may be involved in providing services to employees.

Location of Services – The provider shall detail service locations at which all relevant services, including outside referral resources, are located. Due to employee visitation requirements, the physical location of EAP service resources within the City of Tulsa will be given preference.

Cost Bid Information – Summarized in Section 3/0 and 5.0 (Billing Rate and Payments and Records) of this Request for Proposal.

	Year One 2003/2004	Year Two 2004/2005	Year Three 2005/2006
Per Uniform Employee			
Per Non-Uniform Employee			

1. Extensive experience in working with Department of Transportation (DOT) companies
2. Do you have a Certified Employee Assistance Professional (CEAP) in a management position?
3. Do you have Masters Level licensed or internationally Certified Professionals in the field of alcohol & drug and mental health issues?
4. Provide number of clients with employee size who do DOT drug testing.
5. Provide a copy of the DOT Supervisory Training Manual to comply with the 1 hour recommended training per supervisor.
6. Provide information that will be useful to employees as to DOT requirements.
7. Provide a copy of SAP Assessment forms which includes the assessment form, the compliance form, and the follow-up testing schedule.
8. Provide an outline and criteria for the SAP evaluation.
9. Provide a copy of the psycho-social inventory and writing testing.
10. Describe oversight and reporting responsibilities of treatment providers.

Can you provide the following? Please provide explanation.

1. Twenty-four hour crisis line.
2. Forty-eight hour scheduling or same-day scheduling in emergency situations
3. Detailed EAP Access Reports that cover each operational area of the City as well as EAP Access and demographics.
4. A minimum of 24 trainings per calendar year which may be off-site. Training may include Sexual Harassment, Workplace violence, Supervisory Training, Drug Free Workplace Supervisory Training, and DOT Supervisory Training.
5. Provide four on-site DOT Supervisory Trainings per calendar year.
6. Provide four on-site Drug Free Workplace Supervisory Trainings per calendar year.
7. Provide five orientations on-site per calendar year.
8. Participate in the City of Tulsa's Health and Safety Expo each year.
9. Provide at least 5,000 brochures.
10. Provide quarterly mail-outs to City of Tulsa employees and their families.
11. Provide at least 500 posters for work site integration.

2/14/2003

To: Mike Bates
Human Resource Director

From: Becky Arrington, RN
Occupational Health Manager

Re: City of Tulsa's Drug Testing Program

Federal Regulations:

The Omnibus Transportation Employee Testing Act (OTETA) of 1991 (final ruling in 1994) and Department of Transportation 49 CFR Part 40 requires alcohol and drug testing of safety-sensitive employees in aviation, motor carrier, railroad, mass transit, maritime and pipeline industries. For the City of Tulsa, this includes employees required to hold a commercial driver's license (class A, B, or C). The rules prohibit the use of unauthorized controlled substances both on and off duty. Employees are required to be tested for drug use upon employment, for reasonable suspicion, randomly, post-accident, return to duty and follow-up. Random testing must be conducted before, during, or after performance of safety sensitive duties and testing dates and times must be unannounced and unpredictable. Urine specimens are analyzed for marijuana, cocaine, amphetamines, opiates, and phencyclidine by certified laboratories. The test results are to be reviewed by a Medical Review Officer, who communicates the appropriate information to the employee and employer. The regulations do not prohibit the termination of any employee who tests positive to any illegal substance. If not terminated the employee must be removed from his/her safety sensitive duties; evaluated by an Employee Assistance Provider/Substance Abuse Professional (EAP/SAP), and be tested (follow-up) at least six (6) tests in first six months and testing can extend up to sixty months or as modified by the EAP/SAP.

City's Program:

The City of Tulsa's Drug Testing Policy was approved by Mayor Savage during December 1994. On December 22, 1994, the policy was distributed to Department Heads to post a copy of the policy in all work areas and to ensure that each employee received a copy of the policy. Each supervisor was to retain the receipt verification form in the employee's file within the official departmental personnel files. Mandatory training classes (3 hours), taught by the EAP, were held for all exempt managers and supervisors from January 26 through February 21, 1995. Training included information on illegal drugs, testing procedures, chain of custody, EAP agreement/contract, rehabilitation, and follow-up testing requirements.

Random Testing:

The random testing program began in March 1995. The random list is blindly generated by an ICS employee; he prints the monthly list of employee names, puts the list in a sealed envelope, which is then hand carried to City Medical; he then deletes the computer record. City Medical notifies the designated department representative each morning of those employees who need to come to City Medical for testing. The employee picks up the form and goes to the designated laboratory for the test. All drug screen results are reviewed by the Medical Review Officer (MRO). If the test is negative no notification is given.

Positive Test Results:

If the test is positive for an unauthorized substance or is dilute, the MRO contacts the employee to determine if there is legal reason for the positive test (prescribed controlled medicine). If not, he notifies the Department Head, in writing that the test is positive or dilute. The department notifies the supervisor, who holds a meeting with the employee to discuss the City's policy. The employee signs the EAP agreement/contract and an appointment is made for an evaluation by the EAP/SAP at EAP.

EAP:

The Substance Abuse Professional (SAP) evaluates the employee with both oral and written tests. Based on the Sap's assessment the following tests may be used: Substance Abuse Subtle Screening Inventory, Michigan Alcohol Screening Test, Alcohol Use Disorder Inventory Test, Drug Abuse Screening Test, Moritmer-Filkens, Addiction Severity Index/Addiction Severity Assessment Program, and John Hopkins 20 Question Test. Generally the SAP spends 1 ½ hours testing the individual and 1 hour on the oral interview. The SAP will contact the employee's supervisor to determine past work experience, absenteeism, tardiness, or other work problems. The employee's significant other may also be contacted. During the second appointment the SAP refers the employee to the appropriate treatment provider. Currently, the City of Tulsa's insurance provider, Community Care, specifies that the employee must go to St. John Medical Center or Laureate Psychiatric Clinic for inpatient and outpatient treatment if the employee chooses to use his/her insurance benefits. If this is not acceptable, due to cost the EAP/SAP may suggest one of two state funded programs: Twelve By Twelve Program (12& 12) or Valley Hope. Also, other community based programs with sliding scale fee schedules may be used. After the evaluation process, the EAP/SAP faxes the assessment form, the compliance form, and the follow-up testing schedule to City Medical.

Treatment Providers:

Each of the treatment providers provide a written report of the employee's progress to the EAP/SAP on a weekly basis. If the employee is referred to a self-help or support group then the EAP/SAP gives the employee a sign in sheet, which can be used to verify attendance, if needed. Any time an employee misses a meeting or has problems with the treatment process; the treatment counselor calls the EAP/SAP.

Evaluations:

City Medical evaluates the progress of each employee testing positive throughout the rehabilitative process. Information included in reports are date or initial positive or diluted specimen, EAP agreement/contract on file, date of EAP/Sap's initial evaluation and final evaluation, treatment recommendation, treatment start date and completed date. Also, the follow-up treatment recommendation and the dates of all follow-up drug and alcohol tests are tracked. These reports are faxed to the EAP/SAP on a weekly basis. All EAP/SAP counselors review the written report from the treatment provider and the reports from City Medical on a weekly basis. A conference call is made to City Medical to discuss each individual case. If problems occur with the treatment provider treatment changes are made and reported to City Medical. If an employee has notified the EAP/SAP that they have imbibed the EAP/SAP notifies City Medical. City Medical notifies the Department Head that the employee must be removed from Safety Sensitive functions. The City does not take punitive action at this time, but does require a Return to Duty drug test before allowing the employee to return to safety sensitive job duties. Every attempt is made to assist the employee for a successful rehabilitative outcome.

August 1, 2001



City of Tulsa
Becky Arrington, RN
1145 S. Utica, Suite 453
Tulsa, OK 74104-

Dear Becky:

As you will notice, your quarterly (annual) utilization report has a new format. This is the first report for your company using our new EAP software. If your employees **did not** utilize the EAP this period, you will see only the top four tables of the report. If your employees **did** utilize the EAP this period, under the top four tables you will see additional tables of utilization analysis with corresponding bar charts. Please take a few minutes to review the report and the explanation sheet which we have enclosed. You may find the definitions listed below the example tables helpful, however, you may notice some terms in the report which may seem a little confusing.

In the "Contacts/Hours Summary" table on the report, the word "Contact" refers to a telephone or in-person contact made with an employee, or with an HR representative or an affiliate counselor on behalf of the employee. Customarily, there are multiple contacts per case, so normally, the number of contacts is greater than the number of cases. These numbers reflect the time spent on behalf of your employees.

And in the "New/Ongoing Case Summary" table, the word "Cases" represents individual episodes of service to employees rather than a count of the number of employees using the EAP. *A single employee may have multiple episodes of using the EAP, which may even entail having a prior issue re-addressed. Thus, one employee may account for many occurrences or "cases" during the life of their relationship with your company, and potentially multiple "cases" in one year's time.*

Finally, the new program does allow us to carry over a count of usage from prior years, and we have incorporated your previous Inception-to-Date usage total from your last utilization report. However, the new program does **not** allow us to bring across specific demographic detail totals, such as how many males/females, married/single, and such. That body of data will begin fresh as of the implementation date, May 1, 2001.

We hope that you will like the new reports and find their additional information useful for your company. If after reviewing your report and the explanations, you still need to ask questions, please feel free to contact Lois Hartman at 800-221-3976 (594-5232 local) and she will assist you.

Please remember that ongoing employee orientations, management trainings, and EAP literature are important factors to a successful Employee Assistance Program within your company. Enclosed are Kopy Kits you can use as flyers or paycheck stuffers to help promote your EAP. As always, CommunityCare EAP is here to provide assistance to your organization and its employees. Do not hesitate to contact me or one of the other EAP representatives at 594-5232 (or toll-free at 1-800-221-3976) if we can be of service.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Stover".

Terry L. Stover, M.S., CEAP, MAC
Manager, Employee Assistance Program

D.S.
Hope you like the
new format
A handwritten signature in black ink, appearing to read "D.S.".

Utilization Report City of Tulsa

Annual Report

From: Sunday, July 01, 2001 To: Sunday, June 30, 2002

General Summary

Contacts/Hours Summary

Total Contacts	1,142
Total Contacts Hours	467.96
Contact Utilization Rate	24.47%
Contact Annualized Rate	24.54%

Population/Utilization Rate

Total Employee Population	4,668
Case Utilization Rate	3.64%
Case Annualized Rate	3.64%





New/Ongoing Case Summary

New Cases	170
Open Cases as of 7/1/01	19
Open Cases as of 6/30/02	28
Total Cases to 6/30/02	1,457

Referral/Closed Case Count

Total Cases Closed	161
Total Referrals	0
Referrals Accepted	0

Contact Type Summary

CONTACT TYPE	HOURS	%	CHART
Administrative	239.87	51.2%	
Follow-up Call	1.30	0.3%	
In-Person	225.34	48.2%	
Telephone	1.66	0.4%	
Total	467.96		

Utilization Report City of Tulsa

Annual Report

From: Sunday, July 01, 2001 To: Sunday, June 30, 2002

Activity Type Summary

ACTIVITY TYPE	HOURS	%	CHART
Assess and Refer	186.35	39.8%	[Bar]
Cancellation	18.81	4.0%	[Bar]
Case Consultation	4.79	1.0%	[Bar]
Case Management	106.17	22.7%	[Bar]
Close Case	25.33	5.4%	[Bar]
Counseling	28.49	6.1%	[Bar]
Crisis Call	1.49	0.3%	[Bar]
D/A DOT Follow-up Evaluation	2.00	0.4%	[Bar]
DOT Initial Assessment	3.00	0.6%	[Bar]
E-Mail	1.25	0.3%	[Bar]
Follow-Up	2.27	0.5%	[Bar]
Follow-up Call	16.94	3.6%	[Bar]
Follow-up Letter	6.34	1.4%	[Bar]
Initial Intake	35.50	7.6%	[Bar]
Late Cancel	2.08	0.4%	[Bar]
No Show	23.41	5.0%	[Bar]
Open Case	0.50	0.1%	[Bar]
Other	0.16	0.0%	[Bar]
Progress Report	1.51	0.3%	[Bar]
Telephone	1.47	0.3%	[Bar]
Total	467.96		

Client Type Summary (New/Open Cases)

CLIENT TYPE	COUNT	%	CHART
Dependent	9	4.8%	[Bar]
Employee	171	90.5%	[Bar]
Spouse	8	4.2%	[Bar]
Unknown/Declined	1	0.5%	[Bar]
Total	189		

**Utilization Report
City of Tulsa
Annual Report**

From: Sunday, July 01, 2001 To: Sunday, June 30, 2002

Referral Source Summary (New/Open Cases)

REFERRAL SOURCE	COUNT	%	CHART
Benefits	1	0.5%	
Brochure	113	59.8%	
Counsellor	1	0.5%	
Dr./Health Service	2	1.1%	
Family	4	2.1%	
Friend	4	2.1%	
HR Department	1	0.5%	
Medical	1	0.5%	
Self	22	11.6%	
Supervisor	39	20.6%	
Unknown/Declined	1	0.5%	
Total	189		

Referred By Summary (New/Open Cases)

REFERRED BY	COUNT	%	CHART
Company	29	15.3%	
Co-worker	3	1.6%	
Dr./Health Services	1	0.5%	
Family	4	2.1%	
Management	2	1.1%	
Other	1	0.5%	
Parent	2	1.1%	
Self	119	63.0%	
Supervisor	11	5.8%	
Unknown/Declined	17	9.0%	
Total	189		

Utilization Report City of Tulsa

Annual Report

From: Sunday, July 01, 2001 To: Sunday, June 30, 2002

Referral Problem (New/Open Cases)

REFERRAL PROBLEM	COUNT	%	CHART
Absences	2	1.1%	
Addictions	5	2.6%	
Anger	8	4.2%	
Behavior	10	5.3%	
Drug / Alcohol	17	9.0%	
Drug / Alcohol - DOT	2	1.1%	
Family / Children	15	7.9%	
Interpersonal Relationship	36	19.0%	
Job Related	12	6.3%	
Legal / Financial	3	1.6%	
Medical	2	1.1%	
Other	3	1.6%	
Personal / Emotional	46	24.3%	
Stress	7	3.7%	
Tardys	2	1.1%	
Unknown/Declined	11	5.8%	
Work Performance Issues	3	1.6%	
Work Relations Conflict	5	2.6%	
Total	189		

Gender Summary (New/Open Cases)

GENDER	COUNT	%	CHART
Female	69	36.5%	
Male	119	63.0%	
Unknown/Declined	1	0.5%	
Total	189		

Service Type (New/Open Cases)

SERVICE TYPE	COUNT	%	CHART
Assessment and Referral	145	76.7%	
Cancelled Appointment	6	3.2%	
Case Management	7	3.7%	
DOT Assessment	8	4.2%	
Individual Counseling	4	2.1%	
No Show	18	9.5%	
Unknown/Declined	1	0.6%	
Total	189		

**Utilization Report
City of Tulsa
Annual Report**

From: Sunday, July 01, 2001 To: Sunday, June 30, 2002

Primary Presenting Problem (New/Open Cases)

PRESENTING PROBLEM	COUNT	%	CHART
Addictions			
Alcohol	7	3.7%	
Drug	4	2.1%	
Eating	1	0.5%	
Gambling	4	2.1%	
Sub Total	16	8.5%	
Emotional			
Anger	9	4.8%	
Anxiety	2	1.1%	
Delusions	1	0.5%	
Depression	12	6.3%	
Emotional	9	4.8%	
Grief	8	4.2%	
Other Personal/Emotional	8	4.2%	
Stress	7	3.7%	
Trauma	1	0.6%	
Sub Total	57	30.2%	
Family			
Legal	2	1.1%	
Other	1	0.5%	
Parenting Issues	5	2.6%	
Physical / Sexual Abuse	1	0.5%	
Sub Total	9	4.8%	
Financial			
Credit Counseling	1	0.6%	
Garnishments	1	0.5%	
Sub Total	2	1.1%	
Information			
Other Information	1	0.5%	
Work Related	1	0.5%	
Sub Total	2	1.1%	

**Utilization Report
City of Tulsa**

Annual Report

From: Sunday, July 01, 2001 To: Sunday, June 30, 2002

Primary Presenting Problem (New/Open Cases)

PRESENTING PROBLEM	COUNT	%	CHART
Marital/Relationship			
Child	1	0.5%	
Divorce	5	2.6%	
Extended Family	1	0.5%	
Other Marital / Family	9	4.8%	
Parent	1	0.5%	
Spouse	31	16.4%	
Sub Total	48	25.4%	
Work-Related			
Absenteeism	6	3.2%	
Anger	5	2.6%	
Behavior	9	4.8%	
Drug Use	11	5.8%	
Harassment / Violence	1	0.5%	
Other Work Related	9	4.8%	
Performance	4	2.1%	
Stress	8	4.2%	
Tardiness	2	1.1%	
Sub Total	55	29.1%	
Grand Total	189		

Case Status (New/Open Cases)

Cases Status	COUNT	%	CHART
CANCELED APPOINTMENT	5	2.6%	
New Case	144	76.2%	
NO SHOW	19	10.1%	
Re-User [New Problem]	11	5.8%	
Re-User [Same Problem]	10	5.3%	
Total	189		

**Utilization Report
City of Tulsa
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Ethnicity Summary (New/Open Cases)

Ethnicity	COUNT	%	CHART
African-American	31	18.7%	
Asian	1	0.6%	
Caucasian	120	72.3%	
Deferred / Unknown	2	1.2%	
Hispanic	2	1.2%	
MultiRacial	1	0.6%	
North American Indian	9	5.4%	
Total	166		

Length of Service Summary (New/Open Cases)

Length of Service	COUNT	%	CHART
0 - 1 Years	25	14.8%	
2 - 3 Years	25	14.8%	
4 - 5 Years	22	13.0%	
6 - 10 Years	22	13.0%	
11- 15 Years	17	10.1%	
16 Years and over	45	26.6%	
Unknown or Family Member	13	7.7%	
Total	169		

Marital Status (New/Open Cases)

MARITAL STATUS	COUNT	%	CHART
Common-law	2	1.1%	
Divorced	30	15.9%	
Married	96	50.8%	
Separated	6	3.2%	
Single	31	16.4%	
Unknown	1	0.5%	
Unknown/Declined	19	10.1%	
Widowed	4	2.1%	
Total	189		

**Utilization Report
City of Tulsa
Annual Report**

From: Sunday, July 01, 2001 To: Sunday, June 30, 2002

Employee Status (New/Open Cases)

EMPLOYEE STATUS	COUNT	%	CHART
Full-Time	1	0.5%	
Hourly	95	50.3%	
Other	2	1.1%	
Salaried	68	36.0%	
Student	1	0.5%	
Unknown/Declined	22	11.6%	
Total	189		

Outcome in Workplace

OUTCOME IN WORKPLACE	COUNT	%	CHART
CANCELED APPOINTMENT	6	3.7%	
Family Member, N/A	6	3.7%	
High Morale	9	5.6%	
Higher Productivity Level	10	6.2%	
Improvement	29	18.0%	
No Change	76	47.2%	
NO SHOW	18	11.2%	
Reduced Absenteeism	3	1.9%	
Terminated Employment	4	2.5%	
Total	161		

**Utilization Report
City of Tulsa
Annual Report**

From: Sunday, July 01, 2001 To: Sunday, June 30, 2002

Closed Case Information

Closed Cases by Program Recommend

RECOMMENDATION	COUNT	%	CHART
Additional Sessions	15	9.3%	
CANCELED APPOINTMENT	6	3.7%	
Drug/Alcohol Education Program	4	2.5%	
Intensive Outpatient - Drug and/or Alcohol	5	3.1%	
Intensive Outpatient - Mental Health	4	2.5%	
Medical Evaluation	4	2.5%	
No Recommendations Made	6	5.0%	
NO SHOW	18	11.2%	
Out-Patient Counseling	80	49.7%	
Out-Patient Program	2	1.2%	
Primary Care Physician	1	0.6%	
Psychiatric Evaluation	1	0.6%	
Referral to Community Resource	7	4.3%	
Referral to Outside Professional/Agency	6	3.7%	
Total	161		

Closed Cases by Program Resolution

RESOLUTION	COUNT	%	CHART
CANCELED APPOINTMENT	6	3.7%	
Declined Referral	11	6.8%	
Improved / Resolved	118	73.3%	
NO SHOW	18	11.2%	
Terminated Employment	3	1.9%	
Unable to Verify	3	1.9%	
Unimproved	2	1.2%	
Total	161		

List of Events

EVENT TYPE	DURATION	LOCATION	ATT	DATE	DESCRIPTION
Health Fair	8.00	CONVENTION CENTER	0	5/13/02	COT HEALTHFAIR
Health Fair	8.00	CONVENTION CENTER	0	5/14/02	COT HEALTHFAIR
Totals	16.00		0		2