
CITY CLERK

ORIGINAL*City of Glendale, AZ
Agreement
Page 1***EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT**

This Employee Assistance Program Services Agreement ("Agreement") is entered into on the 1 day of July, 2013 by and between Counseling and Family Resources, Ltd., dba EAP Preferred: Employee Assistance Programs, an Arizona corporation (hereafter referred to as EAP Preferred) and the City of Glendale, an Arizona municipal corporation (hereafter referred to as "Client").

WHEREAS, EAP Preferred and Client declare and express their mutual intent to enter into this Agreement whereby EAP Preferred shall provide those services as hereafter described to Client under the terms and conditions set forth herein.

COVENANTS

EAP Preferred and Client agree as follows:

1. **TERM AND TERMINATION:** This Agreement shall commence on July 1, 2013 and shall be in effect for a period of one year. After the first year, either EAP Preferred or the Client may give sixty day notice of their intent to renew this Agreement for an additional one year. Additionally, the parties may modify or terminate this Agreement by giving notice at least sixty days in advance.

EAP Preferred's fees are fixed for five [5] consecutive years; please refer to **Attachment B**.

2. **EAP PREFERRED'S RESPONSIBILITIES TO THE CLIENT:**

- a. Shall provide those services described in **Attachment A**.
 - b. Shall have Masters or Licensed Doctoral level counselors to provide counseling services to employees and participants/dependents.
 - c. All counseling services shall remain confidential between EAP Preferred and participants/dependants unless specific authorization is received for the release of information to a third party by such participant. Exceptions are those prescribed by law. EAP Preferred counselors shall make referrals to other service providers as deemed clinically appropriate. The participants/dependants accept personal responsibility for use of referral services through available medical/mental health plan or other fee arrangements.
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3. **COMPENSATION:** Fee schedule is provided on **Attachment B**.
4. **INDEPENDENT CONTRACTOR:** All services performed by EAP Preferred and its employees under this Agreement shall be considered and are those of independent contractors. This Agreement is not intended to suggest that an employer-employee relationship, joint venture, partnership or any other relationship of any type shall be established or understood, expressly or by implication.
5. **RIGHT OF SELECTION OF TREATING THERAPISTS:** EAP Preferred retains the right and responsibility for selection, credentialing and oversight of the professionals that it engages to treat employees and other covered persons of the Client under this Agreement.
6. **EAP PREFERRED LIABILITY:** EAP Preferred maintains policies of general and professional liability to protect itself and its employees against any claims, liabilities, damages or judgments, including malpractice or negligence that arises out of services provided or to be provided by EAP Preferred or its employees, agents and representatives in the discharge of professional services to enrollees or qualified dependents under this agreement. EAP Preferred agrees to hold client harmless and to pay any damages and costs, including expenses actually incurred in defending any action or proceeding brought against Client, relating to this Agreement or the performance of EAP Preferred in the provision of services pursuant to this Agreement.
7. **NOTICES:** Any and all notices to alter the terms of this Agreement must be mailed by certified and/or registered mail or delivered in person to the parties as shown:

City of Glendale
Marcie Bravo-Ortuno, Human Resources Department
5850 West Glendale Avenue
Glendale, Arizona 85306
Phone: 623-930-2297
Fax: 623-915-2697
Email: mbravo-ortuno@glendaleaz.com

Counseling and Family Resources, Ltd.
dba EAP Preferred
Attn: Paul Fleming, President
99 East Virginia Avenue, Suite 275
Phoenix, Arizona 85004
Phone: 602-264-4600, Ext. 141

Fax: 602-264-7325
Email: fleming@eappreferred.com

8. **ENFORCEMENT:** This Agreement shall be binding upon and enforceable by the parties and their respective representatives and successors in interest. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to payment by the other party of reasonable attorney's fees, costs, and necessary disbursement and expenses in addition to any other relief to which such party may be entitled by law.
 9. **SEVERABILITY:** If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
 10. **EAP PREFERRED REPRESENTS AND WARRANTS AS FOLLOWS:**
 - a. That it is an Arizona corporation in good standing.
 - b. That it is authorized to undertake and fulfill each and every obligation hereunder, and that it has the necessary licenses and certifications required by federal, state and local governments.
 - c. To its knowledge, it is not under investigation by any government agency for violation of any applicable statute or regulation.
 - d. EAP Preferred shall be responsible for any applicable federal, state or local taxes.
 11. **ENTIRE AGREEMENT:** This Agreement and Addendum constitutes the entire understanding and obligations between the parties. No change, amendment or alteration shall be effective unless in writing and signed by both parties.
 12. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Arizona except to the extent superseded by ERISA. Each party shall comply with all applicable state and federal statutes and regulations relating to this Agreement.
 13. **COORDINATING PROVISIONS-STATE/FEDERAL LAWS AND ACCREDITATION STANDARDS**

EAP Preferred and client will comply with the coordinating provisions-State/Federal laws, including, without limitation, the Health Insurance Portability and Accountability Act ("HIPAA") of 1996.
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14. **ACCESS TO BOOKS AND RECORDS:** After providing the service stated in this agreement, EAP Preferred agrees that for a period of seven years, it shall retain and make available upon the request of the Client this agreement and documents and records which are necessary to verify that services were delivered as requested by Client or its duly authorized representatives. All subcontractors are required to do the same. All participant/dependent clinical records are the property of EAP Preferred and are confidential. Participant/dependent records are not available for review without participant/dependent written consent/authorization according to the regulations set forth within EAP Preferred's Policy and Procedures. These regulations meet the current standards of "Privacy and Security" set forth within the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, including, without limitation, all current and future revisions necessary.

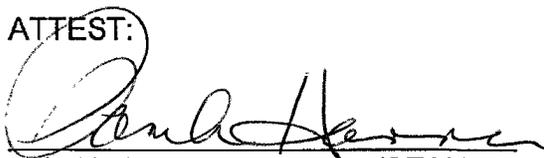
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives:

CITY OF GLENDALE,
an Arizona municipal corporation

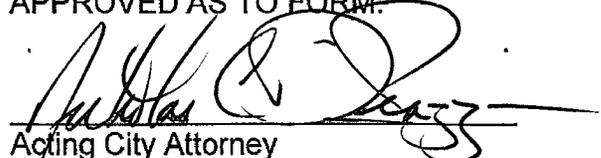


Richard A. Bowers, Acting City Manager

ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


Acting City Attorney

ADDENDUM

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

EAP Preferred further agrees as follows:

15. Immigration Law Compliance.

- 15.1. EAP Preferred, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
 - 15.2. Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
 - 15.3. Client retains the legal right to inspect the papers of EAP Preferred or subcontractor employee who performs work under this Agreement to ensure that EAP Preferred or any subcontractor is compliant with the warranty under this section.
 - 15.4. Client may conduct random inspections, and upon request of Client, EAP Preferred shall provide copies of papers and records of EAP Preferred demonstrating continued compliance with the warranty under this section. EAP Preferred agrees to keep papers and records available for inspection by Client during normal business hours and will cooperate with Client in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
 - 15.5. EAP Preferred agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon EAP Preferred and expressly accrue those obligations directly to the benefit of Client. EAP Preferred also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of Client.
 - 15.6. EAP Preferred's warranty and obligations under this section to Client is continuing throughout the term of this Agreement or until such time as Client determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
 - 15.7. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- 16. Foreign Prohibitions.** EAP Preferred certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.
- 17. Conflict.** EAP Preferred acknowledges this Agreement is subject to A.R.S. 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on Client's behalf is also an employee, agent, or consultant of any other party to this Agreement.

Attachment A

**EAP Preferred - List of Employee Assistance Program [EAP],
Work-Life and Related Services – effective July 1, 2013**

Clinical Features	INCLUDED
24/7/ live answer for crisis intervention, to schedule Critical Incident Debriefings and request information. Non-emergency appointments can be made Monday through Friday, 8:00 AM to 5:00 PM [Mountain time].	YES
One number for all calls, all hours for employees, family members, Human Resources, and supervisors; Phoenix, 602-264-4600 [toll free,1-800-327-3517].	YES
Up to Six [6] clinical sessions per covered per person per problem per year.	YES
Solution focused/brief therapy: Counseling areas include, but are not limited to; <ul style="list-style-type: none"> • Relationship issues • Separation and divorce concerns • Parenting • Substance (alcohol/drug) misuse • Gambling • Job stress • Work concerns • Financial concerns • Depression • Loss and grief 	YES
Therapy provided in [1] EAP Preferred clinics [Glendale, Phoenix, Paradise Valley, Tempe, or Mesa; [2] 250 network therapists in the region; [3] 1,100 credentialed therapists across Arizona; and [4] 40,000 therapists throughout the United States.	YES
Post-EAP [or emergency] referral to medical plan, with treatment monitoring and post-treatment review.	YES
Work-Life Features - Legal, Financial, Child Care, and many other issues	INCLUDED
24/7 live answer and consultation with a Work-Life expert [an unlimited service].	YES
Multiple access points: Telephone, e-mail or instant messaging technology.	YES
Rapid turnaround time for Work-Life cases - 12 business hours for regular cases or six business hours for urgent cases - the fastest turnaround time in the industry.	YES
Work-Life areas for consultation, resource and referrals include, but are not limited to: <ul style="list-style-type: none"> • Adoption • Parenting • Elder/adult care • Prenatal and postnatal care • Summer care • Travel resources • Child care • Education • Pet care • Wellness • Special needs • Household services 	YES
Educational materials to support each customized consultation include:	YES

<ul style="list-style-type: none"> • Tip sheets on specific topics • Checklists to help evaluate resources • Interactive CDs 	<ul style="list-style-type: none"> • Selected resources that are available in Spanish • Provider profiles • Handbooks filled with consumer information 	
Customized website offering 5,000+ articles, tip sheets, interactive self-assessments, personal plans, audio files, and articles with resources available in English and Spanish.		YES
Online access to our Savings Center with discounts on hundreds of name brand items.		YES
Legal, Financial, and ID Theft Recovery: <ul style="list-style-type: none"> • Divorce/custody issues • Estate planning/wills/trusts • Landlord/tenant issues • Small claims • Bankruptcy • Buying a home for the first time • Major life event planning • Retirement planning • Criminal • Real estate • Personal injury/malpractice • Adoption • Budgeting • Foreclosure prevention • College fund planning • Will preparation 		YES LEGAL SERVICES INCLUDE 30 MINUTE FREE APPOINTMENT WITH A LOCAL ATTORNEY AND 25% DISCOUNT ON ATTORNEY FEES
Service Features		INCLUDED
Marketing initiative and promotional support to ensure higher utilization, including EAP Preferred printed standard brochures/wallet cards [quantity to be confirmed], and posters [quantity to be confirmed]. EAP Preferred will deliver printed material to one location determined by the City. Monthly messages and quarterly newsmagazines will be submitted in electronic format.		YES
Unlimited Supervisory Referrals [formal and informal] each contract year.		YES
Onsite orientation meetings to familiarize employees with the operation and benefits of the EAP.		YES
Onsite initial training for Human Resources/Supervisors/Managers: Four hours are included.		YES
Onsite response for Critical Incident Stress Debriefings, Management and Supervisory Training. Eight hours each contract year are included.		YES
Onsite participation in Health/Benefit Fairs: Eight hours each contract year are included.		YES
Layoff/workforce reduction assistance: 30 days of standard EAP services will be provided to each person in those situations.		YES
Quarterly detailed utilization reports will be submitted electronically.		YES
Optional Programs Available		FEES
Onsite response for Critical Incident Stress Debriefings. No charge for telephone coordination and development of response plan. Eight hours each year are included in EAP Preferred's and will be used before hourly fees.		\$250 per hour, billed portal-to-portal
Onsite Management Consultation.		\$250 per hour, billed portal-to-portal

**ATTACHMENT B
FEES**

- Fees are for all Services described in Attachment A, provided in accordance with the terms of this Agreement.
 - Fees are invoiced for payment monthly in advance.
 - Fee guarantee is five [5] years, July 1, 2013 through June 30, 2018
 - **Fee per employee/family per month = \$1.25**
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