

CITY CLERK ORIGINAL

C-8502-1
06/09/2015

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

This Employee Assistance Program Services Agreement ("Agreement") is entered into on the 9th day of JUNE, 2015 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 "City").

WHEREAS, EAP Preferred responded to City Solicitation Number: RFP 13-29 and the City awarded EAP Preferred a contract with an initial one-year term and an option to extend the term of the contract for four (4) additional years in one (1) year increments based on satisfactory performance of the contractor; and

WHEREAS, the City and EAP Preferred previously entered into an Employee Assistance Program Services Agreement, Contract No. C-8502, dated July 1, 2013 ("Agreement"); and

WHEREAS, the Agreement had an initial one-year term beginning July 1, 2013 through June 30, 2014, and provided the option to extend for an additional year; and

WHEREAS, through mutual agreement, the City and EAP Preferred verbally agreed to exercise the option to extend the Agreement one (1) additional year for the period of July 1, 2014 through June 30, 2015; and

WHEREAS, the City Council, by approving and executing this Agreement ratifies the verbal amendment of the Agreement for the additional contract year that expires on June 30, 2015; and

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

COVENANTS

EAP Preferred and City agree as follows:

1. **TERM AND TERMINATION:** This Agreement shall commence on July 1, 2015 and shall be in effect for a period of one year, until June 30, 2016.

At the conclusion of this term, the City may exercise its option to extend the Agreement by providing EAP Preferred notice of its intent to extend the contract term at least 30 calendar days in advance of the expiration of the contract term. The City may exercise its option to renew this Agreement for 2 additional years, in 1 year increment, based on satisfactory contractor performance. In no event shall the Agreement be extended beyond June 30, 2018.

EAP Preferred's fees are fixed for the full term of the Agreement and all renewal periods, which total five [5] consecutive years.

2. EAP PREFERRED'S RESPONSIBILITIES TO THE CITY:

- 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/dependents 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/dependents accept personal responsibility for use of referral services through available medical/mental health plan or other fee arrangements.

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 City 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 City harmless and to pay any damages and costs, including expenses actually incurred in defending any action or proceeding brought against City, 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
Vicki Moss, Human Resources Department
5850 West Glendale Avenue
Glendale, Arizona 85306
Phone: 623-930-2297
Fax: 623-915-2697
Email: vmoss@glendaleaz.com

Counseling and Family Resources, Ltd. dba EAP Preferred
Attn: ~~Kenneth Goldberg~~ President
99 East Virginia Avenue, Suite 275
Phoenix, Arizona 85004
Phone: 602-264-4600, Ext. 141
Fax: 602-264-7325

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 federal and state laws, statutes and regulations relating to this Agreement.

13. COORDINATING PROVISIONS-STATE/FEDERAL LAWS AND ACCREDITATION STANDARDS: EAP Preferred and City will comply with the coordinating provisions- State/Federal laws, including, without limitation, the Health Insurance Portability and Accountability Act ("HIPAA") of 1996.

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 City this agreement and documents and records which are necessary to verify that services were delivered as requested by City 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.

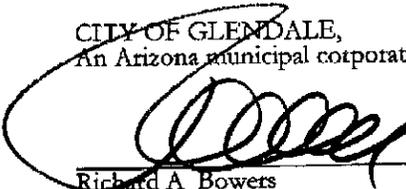
15. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.

16. Immigration Law Compliance. EAP Preferred warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

17. Non-Discrimination Policies EAP Preferred must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U S military veteran status or any disability. EAP Preferred will require any sub-contractor to be bound to the same requirements as stated within this section. EAP Preferred, and on behalf of any subcontractors, warrants compliance with this section

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

CITY OF GLENDALE,
An Arizona municipal corporation



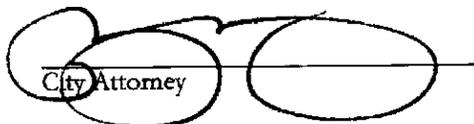
Richard A. Bowers
Acting City Manager

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

COUNSELING AND FAMILY
RESOURCES, LTD., dba EAP PREFERRED,
an Arizona corporation



By: Kenneth Goldberg
Its: President

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 • 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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