

**Deer Oaks EAP Services Agreement
C-19-225B-12-03**

This Employee Assistance Program Services Agreement (the "Agreement") is made and entered into effective **January 1, 2020** by and between **Hidalgo County**, hereinafter referred to as "Employer" and **Deer Oaks EAP Services**, a Limited Liability Company, hereinafter referred to as "Company".

WHEREAS, the Employer desires to retain a contractor to provide an Employee Assistance Program ("EAP") and;

WHEREAS, Company submitted a proposal, which is attached and incorporated by reference as part of this agreement as Exhibit "A", which Employer has selected.

NOW, THEREFORE, in consideration of the mutual covenants set out herein, the parties hereto agree as follows.

WHEREAS, Employer solicited requests for qualifications for said EAP; and WHEREAS, Company submitted a proposal which Employer has selected. NOW, THEREFORE, in consideration of the mutual covenants set out herein, the parties hereto agree as follows:

1. **Scope of Work and Services.** In consideration for the "per employee per month" fee described in Section 2 below, Company agrees to provide to Employer's employees and their dependents, and anyone residing in their household (collectively, "participants") all the services described in this Agreement, and in Company's proposal to Employer, including, but not limited to, the services described below.
 - a. **Eligibility:** All employees, dependents, and household members with the exception of minors (this exception will be detailed in Section d.) are eligible to access the EAP starting on day one of the contract regardless of whether they are or are not covered under other mental health service plans. Eligibility is based on the attestation of the member. Employees who terminate

their employment for any reason will have continued access to the EAP for six (6) months post-employment. Retirees, who retire with the Hidalgo County during the term of this agreement, will have continued access to the EAP for six (6) months post retirement.

- b. **Intake (Telephonic Triage):** This service will be immediately available during regular business (8am to 8pm CST) hours and in emergency situations via the 24-hour, 7 days a week emergency on-call system. Basic demographic information will be gathered. Client needs will be assessed. Those in crisis will be connected to a counselor.
- c. **Initial Diagnostic Assessment:** Following the intake, a Face-to-Face or Telephonic consultation appointment is offered. During the assessment the counselor will gather information regarding the presenting problem in order to create a diagnosis and develop a treatment plan for short-term counseling. This session counts as one of the EAP visits included in the plan. Telephonic or Virtual (iConnect You) Assessments in lieu of face-to-face assessments will only be conducted at the request of the participant.
- d. **Short-Term Therapeutic Counseling:** Company will offer up to three visit model **(3) visits** for short-term EAP counseling benefit per participant, per issue, per calendar year (including the initial appointment). The Company will be fully responsible for the clinical care provided to participants. The specific number of sessions and treatment plans will be determined by the Company's counselor and will be based on clinical presentation, need, and suitability for a short-term counseling model of treatment. Minor coverage: A minor may contact the EAP directly or a parent/guardian may do so on their behalf. Deer Oaks cannot assess a minor telephonically and cannot refer to EAP services without parental or legal guardian involvement and written consent. Minors accessing the service directly, without parental involvement, will be checked for safety, offered in-the-moment support and, where appropriate, referred to other Agencies. Upon receiving parental consent, children ages 8-13 are eligible for family counseling; children ages 14-17 are eligible for individual counseling; and children under age 8 must be referred out of the EAP. Telephonic counseling can be made available in lieu of face-to-face counseling only at the request of the participant. In addition, a confidential "Face time" session via "iConnect You" can also be available in lieu of face to face at the request of the participant. Other alternative modes

of counseling to discuss may include the following: AWARE Mindfulness-Based Stress Reduction Program, Telephonic Virtual Group Counseling and Telephonic Life Coaching. If a participant possesses clinical symptomatology that requires longer-term and/or a different psychotherapeutic approach to treatment, the Company will work with the employers medical benefit plan to either make a referral to another provider and/or provide these services under the umbrella of the employee's medical benefit.

- e. **Range of Counseling Types:** Counseling may include individual, family, and/or marital interventions for issues suitable for a short-term counseling approach. Common presenting problems include, but not limited to stress, family problems, marital problems, sadness/grief, worrying, parent/child problems, work-related difficulties, interpersonal problems with co-workers and supervisors, anger management problems, drug or alcohol use, workplace violence, single parenting problems, legal and financial difficulties, coping with medical problems, and crisis counseling.
- f. **Case Management & Follow-Up:** Company shall attempt to follow-up with all participants accessing services to ensure their satisfaction. Additionally, Company shall conduct comprehensive case management and follow-up for any participants referred to the EAP on a mandatory basis due to a job performance concern, work-place violence, sexual harassment, or suspicion of substance abuse or other employer group policy violation or concern.
- g. **Referrals:** For cases requiring medical or longer term/more intensive behavioral health intervention, referrals will be made by the Company to the employer's Medical Plan when indicated, or to another qualified professional that is within the financial means of the participant if the participant is not covered by the major medical plan. Low cost and free community referrals are also available to EAP participants.
- h. **Referrals for Psychological Testing/Fitness-For-Duty Evaluations (FFDs) and DOT/SAP Evaluations:** Deer Oaks provides expert telephonic consultation dealing with decisions regarding the need for a Fitness-for-Duty (FFD) Evaluation and can assist in recommending a FFD facilitator and coordinating a referral to the provider. However, the Employer is solely responsible to decide whether to refer an employee for a Fitness-for-Duty Evaluation. The

employer is responsible for working directly with the FFD provider, as well as paying for the Fitness-for-Duty Evaluation directly. With regard to DOT/SAP evaluations, the Company will coordinate and case manage DOT/SAP Evaluations at a fee for service.

- i. **Education & Prevention:** The Company offers Supervisor and Employee Wellness Training via webinars and in person. An extensive array of education and prevention seminars are available to employees and supervisors dealing with a wide variety of topics including wellness, stress management, coping with change, motivating employees, recognizing substance abuse, other personal or work-related concerns. Electronic Newsletters for employees and supervisors are designed by the Company for distribution by the employer to provide additional educational and preventative tips and activities. Additionally, many training seminars are available to download via the Company's website. PEPM includes up to twelve **(12) hours** of Onsite Employee/Supervisor Training Seminars and twelve **(12) hours** of Webinars from our Webinar Catalog. The onsite hours may be used at the Employers discretion for training/orientation, employee orientations, and wellness /brown bag seminars. Unlimited health fair/open enrollment meetings.
- j. **Work/Life Services:** Company will assist participants with balancing personal and work life concerns, coping with maternity/paternity and return to work, time management, childcare/eldercare services, and other work/life issues such as assistance with referrals for adoptions, relocations, college planning, and adjusting to retirement. Company will provide participants with I.D Recovery which offers a thirty (30) minute consultation with an Identity Recover Professional that will aid in the recovery process by assessing the situation, creating and implementing an action plan. Company will provide participants credit score monitoring through Credit Karma which will provide secure credit scores, reports and monitoring and financial tools. Company will provide Telephonic Life Coaching to assist participant with obtaining personal goals.
- k. **Employer Group Services:** Company will provide additional group assistance to the Employer as needed. These group services include immediate CISD response to any employees coping with a trauma or critical incident in the workplace within 24 hours of the request of the Employer

3. Definitions.

- a. The term "participant" for purposes of this Agreement shall mean (i) the spouse or any child (natural or adopted) of an Employee, regardless of where such spouse or child resides; and (ii) any child for whom an Employee (or his or her spouse) is a court-appointed guardian; and (iii) any person residing in the household of an Employee.
- b. The term "counselor" shall mean a Company employee or contractor with a master's or doctoral degree in an appropriate mental health care related field.
- c. The number of sessions shall include appointments made and kept as well as appointments made and late cancelled (less than 24 hours notice by participant) or no shows.

4. Term. The term of this Agreement shall be for three years **(3)** year period beginning **January 1, 2020 through December 31, 2022** with an option to renew for additional one year periods. This Agreement may be terminated with a 30 day notice (i) by Company, if Employer fails to pay the monthly fee owing hereunder to Company and such failure shall continue for thirty days after Employer receives written notice to cure for such failure from Company; (ii) by Company, if Employer shall have received three delinquency notices under Section 4 (i), immediately above, in any year; (iii) by Employer, if Company fails to perform any of its obligations hereunder or if Company is in breach of any of its covenants hereunder, and such failure or breach continues for thirty days after Company receives written notice to cure for such failure or breach from Employer; and (iv) by Employer, with or without cause, by providing Company with ninety days written notice of termination. This Agreement shall also be cancelable by Employer (i) at the end of any fiscal year of Employer in the event that sufficient funds have not been budgeted for the following fiscal year for the purposes of this Agreement; and (ii) in the event that Employer is required by law to competitively bid or submit requests for proposals in connection with the subject matter of this Agreement during its term.

5. Access. Employees and participants may contact the EAP via the toll-free access number **(1-888-993-7650)** to Employer's employees and their dependents 24 hours a day, seven days a week, throughout the term of this Agreement. Routine appointments are offered generally within three (3) business days, urgent

appointments within 48 hours, and emergency appointments are arranged same day. Company offers a nationwide network of affiliate providers in multiple locations shall make every effort to participant's specific request for an appointment time or location. Bilingual counseling services are also available.

6. **Service Locations.** Company shall provide counseling services at the Company's and Affiliates' office locations. On-site consultations at the workplace will also be provided at the request of the Employer according to the terms contained herein.

7. **Eligibility Determination.** Company will provide services to all participants without requiring a specific verification process of each employee's current employment status. COBRA participants as well as employees whom need support during their transition following their termination of employment with Employer will also be eligible for short-term EAP counseling services. Employer will verify the numbers of employees eligible for the EAP benefit by the 10th day of each month, and adjust the reimbursement to Company accordingly. Company will contact Employer if there appears to be significant access of the EAP benefit by anyone who is not eligible.

8. **Company Representative.** The Company will assign a primary representative at the discretion of Company. Alicia Barrera, the Company's Executive Director of EAP Account Management, shall be the primary representative of Company for the purposes of this Agreement (the "Company Representative"). Mrs. Barrera's address, telephone and fax numbers are as follows: 126 East Main Plaza Suite 8 San Antonio, TX. 78205, telephone number (210) 615-3415, fax number (210) 615-2279. The Company may also assign additional Account Management Specialists to the team handling the account at the Company's discretion or as needed. Employer may contact the Company Representative (or designated assistant) directly regarding any questions, problems, or concerns Employer may have which are related to this Agreement. Company may change the person designated as the Company Representative by prior notice to the Employer; provided, however, that Company shall appoint a replacement Company Representative at any time within thirty days after the receipt of a request from the Employer.

9. **Relationship of Parties.** It is understood by the parties that the Company is an independent Contractor, and not an employee of the Employer. Employer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Company.

10. **Entire Agreement:** This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement is binding unless in writing signed and duly executed by both parties.

11. **Communications with Employees.** No promotional or informational materials shall be disseminated to Employer's employees without the prior written approval of Employer's Representative. The Company Representative in connection with Employer's Representative shall prepare an initial, explanatory packet for distribution by Employer to all Employees no later than two weeks prior to the commencement date of this contract.

12. **Extended Services.** Referrals to the health plan for extended service will be made based on symptom severity and the client's best interests. Company will be able to continue counseling services under Employer's current health plans, if Company is a participating provider and if such services are covered under such plans. If the participant requires additional counseling, but such counseling is not covered under an applicable health plan, then Company shall refer such participant to appropriate community health services, or if the participant prefers, the participant may continue to use the services of the Company on a private pay basis.

13. **Standard of Care.** Company shall perform its duties and obligations under this Agreement as a fiduciary of Employer's Employees and their respective dependents; and Company shall use the care, skill, prudence, and diligence in the performance of its duties and obligations under this Agreement as required by all applicable professional standards and laws.

14. **Equal Employment Opportunity.** Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap and shall otherwise comply

IN WITNESS WHERE OF, the undersigned have executed this Agreement as of the day and year first above written.

COUNTY OF HIDALGO


DEER OAKS EAP SERVICES, LLC

By: Richard F. Cortez
Richard F. Cortez, County Judge

By: _____
Alicia Becerra, Executive Director of EAP Svc

Date

Date

ATTEST:

BY: Arturo Guajardo Jr.
Arturo Guajardo Jr. County Clerk

APPROVED BY
COMMISSIONERS COURT
ON: 12/3/19 ml

Approved by Commissioners Court on: 12/03/2019

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: Robert Viña III
Robert Viña III, Assistant District Attorney

By: _____