

## EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

This Agreement is entered into on November 7, 2016, by and between Counseling & Family Resources, Ltd., dba EAP Preferred: Employee Assistance Programs, an Arizona Corporation (hereafter referred to as EAP Preferred) and the City of San Luis (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 January 1, 2017, for two [2] years. This Agreement shall renew automatically on a year-to-year basis unless terminated. After the second year, either EAP Preferred or the Client may give notice of their intent to modify or terminate this Agreement at least sixty days in advance.
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/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 the use of referral services through available medical/mental health plan or other fee arrangements.
3. **COMPENSATION:** Fee schedule is provided on **Attachment B**. Client agrees to pay EAP Preferred within thirty days of the dated invoice. Invoices are paid monthly in advance of service.
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 contract.
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:

Client  
City of San Luis

---

Counseling and Family Resources, Ltd.  
dba EAP Preferred  
Attn: Carmen De Los Reyes  
99 East Virginia Avenue, Suite 275  
Phoenix, Arizona 85004  
Phone: 602-264-4600, Ext. 191  
Fax: 602-264-7325  
Email: [carmen@eappreferred.com](mailto:carmen@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 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.
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

15. participant/dependent written consent/authorization according to the regulations set forth within EAP Preferred's Policy and Procedures.

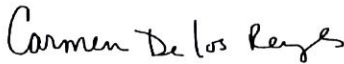
These regulations meet the current standards of "Privacy and Security" set forth within the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, including, without limitation, all current and future revisions necessary.

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

**City of San Luis**

BY:  DATE: 11/08/2016

**Counseling & Family Resources, Ltd. dba EAP Preferred**

BY:  DATE: 11/7/2016  
Carmen De Los Reyes  
Account Manager

**ATTACHMENT A**

**LIST OF SERVICES**

**EMPLOYEE ASSISTANCE PROGRAM [EAP], WORK-LIFE AND RELATED SERVICES**

**CITY OF SAN LUIS**

*Summary of Benefits Included:*

- Coverage for the **63** current employees and their household members
- Client Location- **City of San Luis** and surrounding areas
- A **twelve[12]clinical session model** [per incident per person per year]; EAP Preferred to define what constitutes a separate incident
- Work-Life Services [detailed below] and Employer benefits
- EAP Preferred estimates 5% annualized utilization
- Effective Date: January 1, 2017

Clinical Features	INCLUDED												
<b>24 hours/7 days, 365 days per year live answer</b> for crisis response. Non-emergency appointments can be scheduled through the business office Monday through Friday, 8:00 AM to 5:00 PM [Arizona time]. Clinical appointments are available in the evenings, as well as Saturdays at some locations.	YES												
<b>Up to TWELVE [12] face to face counseling sessions</b> per problem per employee and/or family member per contract year.	YES												
<b>Eligibility for EAP Services:</b> Employee, spouse or partner, and minor children. *family household members: dependent children and grandchildren up to the age of 25 years old and college student, living in the employee's home.	YES												
<b>Solution-focused/brief therapy &amp; counseling areas include</b> , but not limited to: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>• Family/relationship issues</td> <td>• Emotional challenges</td> </tr> <tr> <td>• Separation and divorce</td> <td>• Stress, anxiety and/or depression</td> </tr> <tr> <td>• Parenting</td> <td>• Work concerns</td> </tr> <tr> <td>• Child and adolescent problems</td> <td>• Career pressures</td> </tr> <tr> <td>• Coping with elderly parents</td> <td>• Grief and loss</td> </tr> <tr> <td>• Substance (alcohol/drug) misuse</td> <td>• Gambling</td> </tr> </table>	• Family/relationship issues	• Emotional challenges	• Separation and divorce	• Stress, anxiety and/or depression	• Parenting	• Work concerns	• Child and adolescent problems	• Career pressures	• Coping with elderly parents	• Grief and loss	• Substance (alcohol/drug) misuse	• Gambling	YES
• Family/relationship issues	• Emotional challenges												
• Separation and divorce	• Stress, anxiety and/or depression												
• Parenting	• Work concerns												
• Child and adolescent problems	• Career pressures												
• Coping with elderly parents	• Grief and loss												
• Substance (alcohol/drug) misuse	• Gambling												
<b>Face-to-Face clinical counseling provided near employees/household members live or work.</b> EAP Preferred maintains a network of credentialed therapists in each of the areas in which <b>The City of San Luis</b> operates. Further, EAP Preferred has an extensive network of licensed therapists – 1,100 across Arizona and 27,000 throughout the United States.	YES												

<b>Post-EAP referrals;</b> EAP Preferred will facilitate and monitor treatment of these referrals and provide where appropriate, post-treatment EAP services.	YES
<b>Work-Life Features – Legal, Financial, Child Care, and many other issues</b>	<b>INCLUDED</b>
<b>24 hours/ 7 days, 365 days per year live answer and consultation with a work-life expert</b> [an unlimited service].	YES
<b>Multiple service points:</b> Telephone, Internet chat or website. Professional response is available 24 hours/7 days.	YES
<b>Rapid turnaround time for work-life cases</b> – 12 business hours for regular cases or six business hours for urgent cases - the fastest turnaround time in the industry.	YES
<b>Work-life areas covered for consultation, resource, and referrals include,</b> but not limited to: <ul style="list-style-type: none"> <li>• Adoption</li> <li>• Parenting</li> <li>• Elder/Adult care</li> <li>• Prenatal and postnatal care</li> <li>• Summer care</li> <li>• Travel Resources</li> <li>• Child care</li> <li>• Education</li> <li>• Pet care</li> <li>• Wellness</li> <li>• Special needs</li> <li>• Household services</li> </ul>	YES
<b>Educational materials to support each customized consultation include:</b> <ul style="list-style-type: none"> <li>• Tip sheets on specific topics</li> <li>• Checklists to help evaluate resources</li> <li>• Interactive CDs</li> <li>• Selected resources that are available in Spanish</li> <li>• Provider profiles</li> <li>• Handbooks filled with consumer information</li> </ul>	YES
<b>Customized web site</b> offering 5,000+ articles, tip sheets, interactive self-assessments, personal plans, audio files, and articles with resources available in English and Spanish.	YES
<b>Legal, Financial, and ID Theft Recovery:</b> <ul style="list-style-type: none"> <li>• Divorce/custody issues</li> <li>• Estate planning/wills/trusts</li> <li>• Landlord/tenant issues</li> <li>• Small claims</li> <li>• Bankruptcy</li> <li>• Buying a home for the first time</li> <li>• Major life event planning</li> <li>• Retirement planning</li> <li>• Criminal</li> <li>• Real Estate</li> <li>• Personal injury/malpractice</li> <li>• Adoption</li> <li>• Budgeting</li> <li>• Foreclosure prevention</li> <li>• College fund planning</li> <li>• Will preparation</li> </ul>	YES LEGAL SERVICES INCLUDE 30 MINUTE FREE APPOINTMENT WITH AN AVAILABLE LOCAL ATTORNEY AND 25% DISCOUNT ON ATTORNEY FEES
<b>Service Features</b>	<b>INCLUDED</b>

<b>CareSpace<sup>SM</sup>:</b> Web-based social network connecting caregivers with one another as a means of support, encouragement, and advice; includes weekly video blogs, and an active presence on the site monitored by dependent care specialists.	YES
<b>The Savings Center<sup>SM</sup>:</b> The Saving Center, It's a free program for savings on name-brand, every day, and luxury items; plus discounts on your cellular bill. Employees and family members qualify for quality name brands at discounts of 25 to 70 percent off regular retail prices by registering for free on our employee support website.	YES
<b>ID Theft Prevention and Recovery:</b> A Free telephonic session, an advisor, will follow up by mailing supporting educational materials. Free registration to Control Your ID, an online ID monitoring program. If your identity is stolen while you are registered with Control Your ID, an ID theft professional will help you restore it.	YES
<b>TaxACT:</b> Specializes in free tax preparation software and many Web-based services are available. File your Federal & State Taxes. Review your taxes. Filing an extension. Check your E-File Status When can I expect my return?	YES
<b>Marketing and promotional support included;</b> EAP Preferred standard printed brochures/wallet cards [ <b>70</b> ], employee instruction sheets [ <b>70</b> ], and worksite posters [ <b>10</b> ]. EAP Preferred will deliver printed materials to one location for distribution to the Customer. Monthly webinar invitations and quarterly news magazines submitted in electronic format.	YES
<b>Unlimited telephonic management consultations included:</b> Onsite services available at additional fees [provided below].	YES
<b>Unlimited supervisory referrals.</b>	YES
<b>One Orientation per year.</b>	YES
<b>Training from a current inventory of topics:</b> Customer can access the training webinars from EAP Preferred's Work-Life website, and new Monthly webinars will be emailed monthly via email.	YES
<b>Annual utilization reports</b> submitted electronically.	YES
<b>Seamless transition from current vendor.</b>	GUARANTEED
<b>Additional Services</b>	<b>FEE</b>
<b>On-site Critical Incident Response [CISD].</b> EAP Preferred invoice at \$275.00 for the first hour then \$175 for any additional hours. Hours are invoiced portal-to-portal.	\$275/175
<b>Training from a current inventory of topics.</b> Training are one or two hours in length, provided on-site. EAP Preferred invoice at \$275.00 for the first hour then \$175 for any additional hour. Hours are invoiced portal-to-portal.	\$275/175
<b>Supervisory Leadership Trainings.</b> Training are one or two hours in length, provided on-site. EAP Preferred invoice at \$275.00 for the first hour then \$175 for any additional hour. Hours are invoiced portal-to-portal. Hours are invoiced portal-to-portal.	\$275/175

**Network Providers and Locations**

- EAP Preferred has an extensive network of licensed therapists – 1,100 across Arizona and 27,000 throughout the United States.
- All counselors are graduate-degreed, trained and experienced in EAP issues, licensed in the state in which they practice, and fully insured.
- Callers for EAP services are assisted quickly through the intake and scheduling process; emergency situations are dealt with during the call.

### EAP and Work-Life Services Website Demo

- EAP Preferred's website – [www.eappreferred.com](http://www.eappreferred.com)
- Work-Life Services for help on many issues people face in their work and home lives; available by internet, email, instant messaging, or telephonic counseling; for the demonstration, follow these instructions:  
[www.eappreferred.com](http://www.eappreferred.com);
- For **Work-Life Services**, continue;
- Lower left side of EAP Preferred Home Page;
- Enter **username, EAPP123, and password, eappreferred;**
- On the top of the Work-Life page are general topic tabs – **Parenting, Aging, Balancing, Thriving, Working, Living, and International**. Clicking on these opens sub-topics, and clicking on the sub-topics provides significant detail;
- On the right side is **Site Search** which allows entry of a topic and direct access to all the site information on that topic;
- In the center of the page is a **Monthly Topic**, with supporting materials;
- Below, in the center, is **News For You**;
- Continuing in the center are the list of **Online Seminars** ["webinars"], planned and archived; clicking on the planned seminar allows registration for the scheduled date; clicking on archived seminars provides instruction on how to open the seminar of choice and review it;
- For **Spanish translation** of most materials, click on the Spanish flag at the top far left corner of the Work-Life home page;
- For an **instant message dialogue** with a work-life consultant, click on the **LIVECONNECT** graphic, complete the brief inquiry form and stay online to continue the dialogue; *unlimited instant message dialogues are included each contract year*

### Potential- Certified Treatment and Mental Health

## ATTACHMENT B

### Fee Schedule

Client agrees to compensate as follows:

For a program of up to **twelve [12]** face-to-face clinical sessions, work-life services, and other additional services

**\$6.30 per employee/family per month**

Invoice paid monthly in advance of service.