

MARGIE R. IBARRA
COUNTY CLERK
FILED

2022 NOV 16 PM 3:19

WEBB COUNTY, TEXAS

Deer Oaks EAP Services Agreement

This Employee Assistance Program Services Agreement (the "Agreement") is made and entered into effective **October 1, 2022** by and between **Webb County**, hereinafter referred to as "Employer" and **Deer Oaks EAP Services**, a Limited Liability Company, hereinafter referred to as "Company".

WHEREAS, the Employer Group desires to retain a contractor to provide an Employee Assistance Program ("EAP"); WHEREAS, County solicited requests for qualifications for said EAP; and WHEREAS, Company submitted a proposal which County 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 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 and retirees who terminate their employment for any reason will have continued access to the EAP for six (6) months post-employment.
 - b. **Intake (Telephonic Triage):** This service will be immediately available during regular business 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 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 six (6) 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 chat session via e-Connect can also be available in lieu of face to face at the request of the participant. 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 **six (6) hours** of Onsite

Employee/Supervisor Training Seminars and **six (6) hours** of Webinars from our Webinar Catalog. The onsite hours may be used at the Employers discretion for training/orientation, employee orientations, wellness /brown bag seminars, and 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.
- 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 or at a time and place of Employer's choosing. **Six (6) hours** of on-site debriefing sessions (2 hour minimum per event) are included. Contract also includes unlimited Account Management services and telephonic management consultations by assigned Company Account Manager.
- l. **Online Services:** Company will maintain comprehensive online services at www.deeroakseap.com, available 24/7 to employees and their family members seeking tools, tips, articles, videos, and resources to help cope with improving overall wellbeing, balancing personal and work-related issues. Health and Wellness topics, on-line Library and over one hundred (100) legal forms are available through the website. Trainings regarding Orientation to the EAP benefit as well as access to the work-life services and legal/financial services are available online as well.
- m. **Legal and Financial Services:** Company shall offer legal and financial counseling and resources to employees and their family members, a free (up to 30 minute) initial assessment

and a 25% reduction on legal counseling rates with an in person attorney following any retainer. Free unlimited telephonic financial counseling and education. Online legal and financial resources will also be available. In addition, Company shall offer a legally-binding simple state-specific will at no cost through a step by step online "interview process." This service (NOLO) may be accessed through www.deeroakseap.com.

- n. **Confidentiality:** Issues of confidentiality will be handled with the utmost sensitivity and protection for the employee's rights to privacy. The Company is fully HIPAA compliant. Where appropriate, consent forms will be obtained to provide written authorization to exchange information with any Employer benefits director or supervisor.
- o. **Utilization Reports:** The Company will provide confidential Utilization Review Reports to the Employer on a quarterly basis. The reports may include: the number of EAP participants seeking assistance, the reasons for accessing the EAP, basic demographics for the EAP participants, in-services, participant survey results and community referrals. These reports will be provided quarterly to the Employer.
- p. **Implementation and Program Promotion:** The Company will provide Initial Promotional Materials including an electronic introductory letter to the employees on the new EAP provider, as well as one Employee Orientation and one Supervisor Orientation DVD. The County may request promotional information to hand out to employees. The Employer will be responsible for reproduction and distribution of direct mailing and other promotional materials requested beyond the Initial Promotional Materials. Company will provide ongoing electronic promotional materials (e.g. flyers, e-mail articles, newsletters) as needed throughout the duration of the contract term as well as a CD-ROM containing additional flyers and posters that may be used as needed by the Employer Group. The Employer will assume responsibility for the reproduction and distribution of these promotional articles/notices to participants (with the exception of the initial promotional materials listed above, which shall be reproduced by the Company, at the Company's expense and distributed by the Employer). Company will complete a Comprehensive Needs Assessment to ensure Program is customized and tailored to meet Employer's expectations.

2. **Fees.** In consideration of all of the services provided hereunder by the Company to the Employer, the Employer (Webb County) shall pay to Company (Deer Oaks EAP Services) an amount per month equal to the Per Employee Per Month (PEPM) rate of reimbursement multiplied by the number of Employer's eligible Employees for such month. For the term of this Agreement, that is, from **October 1, 2022 through September 30, 2024**. The monthly rate of reimbursement shall be **\$1.39** per employee per month throughout the term of this agreement. Payment of such fees shall be due **monthly in arrears** on or before the first day of the first month in which services are rendered, commencing. Any fees for other optional add-on services will be applied per the terms of Company's proposal to Employer, if and when Employer elects to add these services to the contract.

Employee Assistance Program, Work/Life, & Health & Wellness Preventions Services

Full Service up to six (6) visits per incident:

Base Year: \$1.39 PEPM for October 1, 2018 through September 30, 2022

Option Year 1: \$1.39 PEPM for October 1, 2022 through September 30, 2021

Option Year 2: \$1.39 PEPM for October 1, 2021 through September 30, 2022

Option Year 3: \$1.39 PEPM for October 1, 2022 through September 30, 2023

Option Year 4: \$1.39 PEPM for October 1, 2023 through September 30, 2024

Optional Add-On Services:

Optional Services

- o Additional Training from our Training Catalog (beyond the included 40 hrs) \$300.00/hour
- o Training from our Webinar Catalog..... \$100.00/hour
- o DOT Substance Abuse Professional (SAP) Evaluations..... \$600.00/case
- o Full-Service Mediation..... \$300.00/hour
- o LiveWell Standard Wellness Coaching..... \$0.36 PEPM

- o Executive Coaching..... \$500.00/hour
One-on-one telephonic executive coaching designed to reinforce key leadership skills.
Includes 60-minute telephonic sessions, post-session reports, and a coaching plan with goals set forth by the individual's supervisor and/or HR.

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 a **two (2)** year period beginning **October 1, 2022 through September 30, 2024**. This Agreement may be terminated earlier (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 (1-866-327-2400) 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 with all applicable requirements set out in Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations 41 CFR Part 60.

15. **Notices.** Notices provided hereunder must be in writing to be effective, and shall be deemed received upon the earlier to occur of (i) actual receipt; or (ii) three days after the same are mailed by U.S. certified or registered mail, postage prepaid and return receipt requested, to the following address, or to such other address as shall have been provided by notice:

If to Employer Group: Ernesto Guarjado
HR Director
Webb County
1110 Washington St., Suite 204
Laredo, TX 78040
956-285-1511
ernestog@webbcountytx.gov

If to Company: Alicia Barrera
Executive Director
Deer Oaks EAP Services, LLC
126 E. Main Plaza, Suite 8
San Antonio, Texas 78205
(210) 615-3415 Office
(210) 615-2279 Fax
abarrera@deeroaks.com

16. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

17. **Indemnification.** Company hereby assumes all risk of loss and responsibility for and hereby agrees to indemnify and hold Employer, its trustees and Employees (collectively, the "Indemnities") harmless from and against any and all claims, causes of actions, demands, suits, liabilities, recoveries, judgments, costs and expenses (including reasonable attorneys' fees) which are asserted by a party other than Company against or incurred by any of the Indemnities, to the extent caused or related to the performance or failure to perform of Company under this Agreement, except to the extent caused by the negligence of any of the Indemnities.

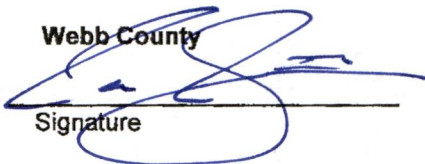
8. **Compliance with All Laws.** In the performance of its duties and obligations hereunder, Company shall ensure that it is in compliance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, all applicable rights and regulations of the appropriate licensure board(s), and all laws, rights, and regulations applicable to patient confidentiality. It shall be the duty of Company, and not Employer, to ensure that no information shall be provided by Company to Employer that would constitute a violation of the privacy rights of a participant, even if such information is requested by Employer, both parties acknowledging that Company, and not Employer shall have the obligation under this Agreement to be aware of the most current version of such confidentiality laws, rules, and regulations. Affiliate providers nationwide will uphold their professional and ethical responsibilities according to their particular state rules and regulations.

19. **Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Texas.

20. **Mediation.** Any controversy or claim between the parties arising under this Agreement ("Dispute") must, at the request of either party, be submitted to mediation. If either party desires that a dispute be submitted to mediation, then such party shall so notify the other party, by written notice. Within ten days after the receipt of such notice, the parties shall jointly appoint a mutually acceptable, neutral attorney-mediator to mediate the dispute (the Mediator). If the parties are unable to agree upon such appointment within such ten-day period, either party may request a court jurisdiction of the Dispute to appoint a Mediator.

The parties or the court will hold a mediation conference within thirty days after the appointment of the Mediator. The mediation conference will be conducted in accordance with the Texas Alternative Dispute Resolution Procedures Act, Civil Practice and Remedies Code, Sections 154.001-154.073. The fees of the Mediator will be shared equally between the parties.

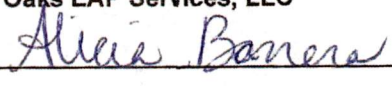
IN WITNESS WHERE OF, the undersigned have executed this Agreement as of the day and year first above written.

Webb County
By: 
Signature

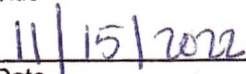
Type Name

Title

Date

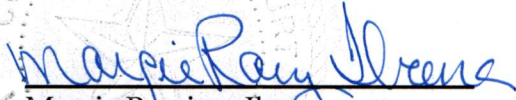
Deer Oaks EAP Services, LLC
By: 

Alicia Barrera

Executive Director of EAP Services
Title


Date

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).