



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: July 11, 2023	Department: Human Resources
Meeting Date: July 18, 2023	Department Head: Cari Kragovich
	Presenter: Cari Kragovich

**Subject:**

*Approval of a contract with Wevolve Counseling for an Employee Assistance Program (EAP) for FY24.*

**Background/Alternatives:**

*Employees consistently request an alternative to the City's EAP with Southwest Counseling. In the past we had a separate agreement with Family Dynamics, but they shut down during COVID and did not reopen. This agreement will provide our employees with another option in mental health services for those that do not want to go to Southwest Counseling. We encourage all employees to take care of their mental health, which is why we allow any employee to utilize our EAP services.*

**Attachments:**

*Binder Wevolve Counseling Agreement FY24*

**Fiscal Impact:**

*The monthly contract amount of \$750.00 is included in the approved HR Benefits budget for FY24. There was no budget increase for FY24 requested for this program as funds in the existing budget can be effectively utilized to fund this program for our employees.*

**Staff Impact:**

*N/A*

**Legal Review:**

*Sent to City Attorney Galen West for review approval on July 11, 2023.*

**Suggested Motion:**

*I move to approve the FY24 Employee Assistance Program agreement with Wevolve Counseling and authorize the Mayor to sign said document.*

## Employee Assistance Program Agreement for Services

1. **AGREEMENT MADE**, effective as of the **1st day of August 2023**, by and between The City of Green River, located at 50 East 2nd North, Green River, Sweetwater County, Wyoming and Wevolve Counseling, located at 1471 Dewar Drive, Suite 232, Rock Springs, Sweetwater County, Wyoming.
2. **PURPOSE OF AGREEMENT**, Provide Out-Patient Mental Health resources for The City of Green River employees and/or employee's immediate family members.
3. **TERM OF AGREEMENT**, this agreement shall be effective on the dates all parties have executed by signature and all required approvals have been granted. The term of this Agreement is from **August 1, 2023 through January 31, 2024** (six months). If both parties agree, this agreement may be renewed annually after the initial six-month trial period. A new agreement would be drafted with necessary changes and both parties would be required to sign a new agreement.
4. **SERVICES**, Wevolve Counseling will provide services to The City of Green River employees: both full-time employees and part-time employees. Each employee will be eligible for eight (8) sessions. These sessions may be used by the employee, spouse or dependent. An employee assistance program (EAP) is a work-based intervention program designed to assist individuals or families in resolving personal problems which may be adversely affecting the individual or family's mental health needs. This is a work-based program that offers free and confidential short-term counseling, referrals and follow-up services to employees/employee's immediate family members who have personal and /or work-related problems. These problems may include: Aging, Alcohol, Addiction, Anxiety, Blended Family, Depression, Family, Grief, Health, Legal, Relationships, Stress, Substance Use, Trauma, Violence, Work and other identified concerns.
  - a. Post and Associates WYEAP, Wevolve Counseling understands there is another EAP provider for certain department(s) within The City of Green River. Wevolve Counseling is a provider for WYEAP. Wevolve Counseling will utilize the sessions with WYEAP first before using The City of Green River's EAP.
  - b. EAP Services, Wevolve Counseling is offering seventy-five (75) EAP sessions to The City of Green River for the term of this agreement. Reasons for an EAP employee to choose our services:
    - i. Wevolve Counseling will make every effort to get EAP employees/employee's immediate family members scheduled and seen within two weeks of initial contact with our office
    - ii. EAP employees/employee's immediate family members will be seen consistently by the same provider once services begin
    - iii. Our office offers a quiet and discreet location and personable staff
    - iv. All of our rendering providers are Master's Level Clinicians or Supervised Interns who have training in a variety of areas including but not limited to: Marriage and Family Therapy, Play Therapy, Trauma Informed Care, Eye Movement Desensitization and Reprocessing (EMDR), Accelerated Resolution Therapy (ART), Substance Use and Addictions, Depression, Anxiety, Post-Traumatic Stress Disorder, and First Responders.

- c. EAP services covered, The following services will be billed based on provision of services broken into thirty-minute segments.
    - i. Intake Assessments
    - ii. Individual Counseling
    - iii. Family Counseling
    - iv. Couples Counseling
    - v. Employer Referral
      - 1. Green River Director of Human Resources will notify Wevolve Counseling of the type of service(s) requested for Employer Referral.
  - d. Services NOT Covered Under EAP
    - i. Fit for Duty Evaluation
    - ii. Crisis Counseling, Wevolve Counseling is not a Crisis Intervention Facility. Wevolve Counseling will refer individuals to the Emergency Room or Southwest Counseling for immediate crisis services.
    - iii. Psychiatric Medication Management
    - iv. Court Ordered Assessment/Evaluations
    - v. Substance Abuse Professional (SAP) Evaluations-Work Related
    - vi. Classes (8 hours)
    - vii. Alcohol and Other Drugs (AOD)
    - viii. Driving Under the Influence (DUI)
    - ix. Minor in Possession (MIP)
    - x. Level I Substance Use Group
    - xi. Wevolve Counseling will refer clients to other resources if services are not available or need a higher level of care is indicated
5. **FEES**, Wevolve Counseling is offering seventy-five (75) hourly sessions for a fee of \$4,500.00. If The City of Green River employees/employees' immediate family members utilize these services and the full seventy-five (75) hourly sessions are used, The City of Green River will be receiving savings of over 60% off our billable rate.
- In the event all seventy-five (75) hourly sessions are utilized per this agreement, Wevolve Counseling will then charge The City of Green River a flat hourly rate of \$120.00 per hour. This will be a savings of over 30% per hour.
- Wevolve Counseling agrees to notify The City of Green River when they have utilized sixty (60) of the seventy-five (75) hourly sessions to allow adequate time for the change in fee structure and payment.
6. **GENERAL PROVISIONS**
- a. License and Certification, Wevolve Counseling hereby warrants Provider(s) have all licenses and/or certifications required by local, state, and federal authorities. Our provider(s) have the necessary qualifications to provide services within their scope/duties identified at Wevolve Counseling. Such Provider(s) shall maintain such licensure and certification. Wevolve Counseling shall assume responsibility for supervising and the compensation of such personnel and will require such personnel to adhere to all the terms and conditions of this agreement. Wevolve Counseling represents and warrants all employees and others providing services hereunder on Wevolve Counseling's behalf are properly licensed and/or certified to provide such

services and are covered by professional liability insurance for services provided. Wevolve Counseling will provide proof of licenses and/or certifications upon request by The City of Green River.

- b. Insurance, Wevolve Counseling will require all Provider(s), at all times, have professional liability insurance. The cost of the professional liability insurance will not be a cost to The City of Green River. Wevolve Counseling will provide proof of coverage upon request by The City of Green River.

**7. COMPLIANCE WITH LAWS,**

- a. Confidentiality of Patient Information- Wevolve Counseling professional ethics and the State and Federal Regulations (Privileged Communication Law W.S.33-38-113, CFR42 and HIPAA) prevents Wevolve Counseling from sharing any information with The City of Green River, or anyone else, without written, signed consent from the client. These rules and laws are the ways our society recognizes and supports the privacy of what a therapist/counselor and clients talk about-in other words, the “confidentiality” of therapy. Wevolve Counseling will keep, maintain and protect such records of the services provided hereunder as may be required by Payers, fiscal intermediaries, federal, state or local governmental agencies, accreditation agencies or other parties.
- b. Wevolve Counseling will provide a quarterly report with client diagnosis codes, identified number of clients seen and hours of services provided. On these reports there will be no identifying information regarding clients. This report will be provided to The City of Green River Director of Human Resources.
- c. Confidentiality of Patient Information (City of Green River), The City of Green River understands Wevolve Counseling has adopted a Corporate Compliance Program and is committed to complying with all applicable laws, rules and regulations. Accordingly, The City of Green River shall comply with all laws, rules and regulations concerning the services or items furnished to Wevolve Counseling under this agreement. The City of Green River shall be liable for any misuse, misappropriation, disclosure or other breach of the private nature of patient-identifiable information arising out of The City of Green River performance under this Agreement.
- d. Quality Assurance, The City of Green River understands that Wevolve Counseling strives to maintain high standards of care for our clients. In accordance with that, Wevolve Counseling requires that The City of Green River bring to the attention of the owner, Bethany Armstrong, any alleged improper practices The City of Green River may discover in association with this Agreement. In doing so, the appropriate measures may be taken in a timely manner to avoid further incidents occurring.
- e. Mutual Indemnification, Each party shall indemnify and hold the other – its officers, employees and agents – harmless from any and all liability and damages, costs and expenses, including reasonable attorney’s fees and costs, which the other or its officers, employees or agents become obligated to pay due to the negligent or intentional acts or omissions of the party or any of its personnel arising out of its duties and obligations under this Agreement, provided that no indemnification will be required to the extent it would result in the loss of available coverage under the liability insurance maintained by either party. This provision shall survive the Termination of this Agreement.

- f. Proprietary Information, All information about Wevolve Counseling furnished to or obtained by The City of Green River in connection with the performance of its duties hereunder, including information about Wevolve Counseling incorporated into The City of Green River documents, is "Proprietary Information." Proprietary Information does not include information that (a) is generally available to the public; or (b) was available to The City of Green River on a non-confidential basis prior to its disclosure by Wevolve Counseling Except to the extent permitted by this Agreement, or as required by applicable law, The City of Green River agrees:
  - i. to keep all Proprietary Information confidential; and
  - ii. to take reasonable steps to safeguard and protect the Proprietary Information.
  - iii. The City of Green River shall not disclose any Proprietary Information to any third party unless the third party has a need to know such Proprietary Information to fulfill The City of Green River obligations hereunder. The City of Green River will cause its subcontractors, agents and other representatives to observe the terms of this agreement. In the event that The City of Green River is required by applicable law to disclose any Proprietary Information, The City of Green River shall provide Wevolve Counseling with prompt notice of such request.
- g. Taxes, Wevolve Counseling shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes which may be owed by Wevolve Counseling
- 8. **TERMINATION OF AGREEMENT**, This Agreement may be terminated, without cause, by either party giving thirty (30) days written notice. In the event of such termination, The City of Green River shall pay Wevolve Counseling for authorized services provided prior to the effective date of the termination of this Agreement.
- 9. **RENEWAL**, This agreement will remain in effect until **January 31, 2024**. A new Agreement will be submitted for services to continue on a yearly basis beginning **February 1, 2024**. This Agreement becomes effective on **August 1, 2023**.

**Wevolve Counseling, 1471 Dewar Dr, Ste, 232, Rock Springs, WY 82901**

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Signature

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Date

**City of Green River, 50 East 2nd North, Green River, WY 82935**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date