



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: September 11, 2023	Department: Human Resources
Meeting Date: September 19, 2023	Department Head: Cari Kragovich
	Presenter: Cari Kragovich

**Subject:**

*Approval of a contract with Southwest Counseling Service renewing the City's Employee Assistance Program (EAP) for FY24.*

**Background/Alternatives:**

*This is the renewal of the City's agreement with Southwest Counseling Service to continue providing EAP services to City employees & their families for FY24.*

**Attachments:**

*FY24 EAP Agreement*

**Fiscal Impact:**

*The monthly contract amount of \$583.33 is included in the HR Benefits budget for FY24. The contract amount for these services has remained the same for 9+ years.*

**Staff Impact:**

*N/A*

**Legal Review:**

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

**Suggested Motion:**

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

## CONTRACTUAL AGREEMENT FOR SERVICES

This agreement is made between THE CITY OF GREEN RIVER, WYOMING and SOUTHWEST COUNSELING SERVICE of Sweetwater County, Rock Springs, and Green River, Wyoming.

### Recitals

- A. City of Green River desires to secure the service of Southwest Counseling Service to implement and administer and Employee Assistance Program (EAP).
- B. Both of the aforementioned parties hereby agree to the terms and conditions as outlined herein and indicate acceptance thereof of execution of this instrument.
- C. The City of Green River and Southwest Counseling Service agree that Southwest Counseling Service shall perform such professional service for the employees and their families. The City of Green River shall compensate Southwest counseling Service during the period of July 1, 2023 to June 30, 2024 for such services, as set forth in the agreement.

### Agreements

#### 1. Scope of Services

Delivery of services as describe herein is to be made available to any full-time or part-time employee of the City of Green River and/or members of their immediate family during aforementioned contract period.

#### 2. Description of Services

The Employee Assistance Program is designed: (1) to provide consultation and technical assistance to the company around the "troubled and/or problem employee"; and (2) to provide evaluation, referral and treatment service for employees of the City of Green River and their immediate families, who are suffering from personal, family, emotional or other problems which are interfering, or could interfere with successful coping with the normal daily demands of job, family, and community. The services outlined below are covered by the contract fee and are of no additional cost to the company, employees, or their families, with the following exceptions.

First the programs that Southwest Counseling Service defines as providing intensive outpatient treatment will not be covered by this contract. Second, in the case of the employee or family member being court-ordered to evaluation or treatment, regular SCS fees will be established and charged the employee or family member in order to meet with the intent of the court.

## Services

- a. Provide training sessions for the City of Green River supervisors and department heads to enable them to identify employees needing assistance. These sessions shall be offered at the start of the EAP to allow all supervisors and department heads to attend. This service is offered for many individuals as the city deems necessary and will include a printed guide.
- b. Provide to employees and their families evaluation and diagnostic services. Qualified professional staff will counsel with employees and/or family members to assess the nature of the problems, and recommend treatment or other corrective action as indicated.
- c. Provide referral information and services to employees and/or their families. If it is determined that an employee or family member needs to be referred to another treatment program, then the EAP will provide the referral and follow-up.
- d. Provide treatment services to employees and/or their families. In situations where the evaluation results indicate treatment, such services will be offered and provided by qualified professionals. Treatment sessions offered under the EAP will be limited to eight (8) sessions per family per contract year inclusive of the intake assessment and psychiatric medication appointments. Each psychiatric medication appointment will count as one session.
- e. Conduct a general orientation program for all covered employees. This program will be designed to acquaint employees with services of the EAP and how to access those services. This program will be made available to all employees at the start of the EAP.
- f. Provide twenty-four (24) hours emergency counseling services by a designated staff professional using the telephone referral method.
- g. Provide posters to be displayed advertising the services available to employees and their families. The form and content of all printed matter shall comply with established City of Green River policies and procedures.
- h. Provide informational programs on emotional health topics twice per year, as requested by the City of Green River. These programs may be presented in multiple meetings, at the discretion of the City of Green river and Southwest Counseling Service.
- i. Provide consultation services not to exceed one on-site visit per month to the City of Green River upon request. This service is designed to assist the City of Green River in assessing a situation involving a problem and/or troubled employee for the purpose of arriving at a disposition or course of action that is in the best interest of the City of Green River and the employee.
- j. Acquire pertinent information furnished by the City of Green River on overall employee absenteeism, productivity, turnover, and receipt of disability and hospital/medical payments for cost-benefit analysis.
- k. Provide regular statistical reports to an EAP coordinator designated by the City of Green River detailing usage of service and including other information as agreed upon.

- l. Southwest Counseling will assign a professional staff member to act as liaison with the City of Green River.
- m. Provide a mutually satisfactory brochure describing the services of the EAP for distribution to employees.
- n. Additional supervisor training and employee orientation will be conducted, as the City of Green River and Southwest Counseling deem necessary.

### **3. Fees**

Upon the condition that Southwest Counseling shall faithfully keep and perform all of the terms and conditions of this agreement, the City of Green River agrees to pay Southwest Counseling Service a fee of \$7,000 per year to be paid on a quarterly or monthly basis for coverage available to full-time and part-time employees and immediate family. If additional supervisor training or employee orientation services (Section 2, Item n.) are requested by the City of Green River additional fees set at the training session rate of \$60.00 per hour will be assessed. These additional training session fees can be arrived by mutual agreement of both parties. This is in full consideration for the services to be performed pursuant to this agreement. These fees could be adjusted on a yearly basis because of cost factors, by mutual agreement of both parties.

### **4. Confidentiality**

Southwest Counseling Service shall not, during the term of this agreement or any extension thereof, or at any time thereafter, report to any other party any confidential information acquired or which may be acquired in the performance of the professional services under this agreement. Southwest Counseling Service agrees to treat as confidential and not to use for personal business advantage or to disclose to anyone other than to the patient/client any information except a regular statistical report to the City of Green River EAP Coordinator detailing usage of services. Client/patient confidentiality shall extend to communications between a patient/client and professional staff and shall include records of the identity, diagnosis, evaluation, or treatment of a patient/client, which are created and maintained by a professional at Southwest Counseling Service under Wyoming state law.

### **5. HIPAA**

The parties may receive from or create on behalf of each other certain health or medical information ("Protected Health Information" or "PHI" as defined in 45 CFR Section 164.501) in connection with the performance of the Agreement. Use or disclosure of this PHI is subject to protection under state and federal law, including the health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the US Department of Health and Human Services ("Regulations"). Although the parties may not presently know their precise legal status and relationship under HIPAA, the parties nevertheless specifically agree that they will take such action as necessary, including amending this Agreement, to implement in a timely manner the requirements of HIPAA, the Regulations, and other applicable laws relating to the security and confidentiality of PHI.

### **6. Anonymity**

Southwest Counseling Service shall not refer in any manner to the City of Green River or any affiliate of the City of Green River in any publication or promotional or advertising material, written or oral, without obtaining the proper written consent of the City of Green River.

**7. Insurance Coverage**

Southwest Counseling Service warrants that each staff professional working within the EAP shall have adequate professional liability coverage. Southwest Counseling agrees to provide adequate proof of this coverage to the City of Green River upon request.

**8. Taxes**

Southwest Counseling Service shall be fully responsible for payment of all state and federal income taxes, social security taxes, and any other taxes or payment which may be due and owing by Southwest Counseling as a result of the amounts paid under this agreement to Southwest Counseling Service by the City of Green River, and Southwest Counseling Service shall indemnify and hold harmless the City of Green River for any such payment which may be due and owing by Southwest Counseling Service.

**9. Assignment**

This agreement shall be binding upon and inure solely to the benefit of the parties hereto and no other person other than enrolled employees and their families shall acquire or have any rights under or by virtue of this agreement. The parties agree that Southwest Counseling Service shall not assign its right or obligations under this agreement. Southwest Counseling will be allowed to subcontract services as they deem necessary for the EAP.

**10. Termination**

This agreement will be reviewed on an annual basis unless terminated by the City of Green River or Southwest Counseling Service with a thirty (30) day written notice to the other.

Upon Such termination, and subject to the satisfactory performance of the aforesaid professional services to that date, the City of Green River will pay Southwest Counseling Service for services to that date, the City of Green River will pay Southwest Counseling Service for services rendered.

**11. Renewal**

This agreement shall be binding for a period of one year from the date of signing. At the time considerations of changing services and/or fees will take place based upon the contract experience.

**12. Legal Obligations**

Southwest Counseling agrees to comply with all local, state and federal laws, rules and regulations applicable to the delivery of the here to noted services.

The City of Green River will indemnify and hold Southwest Counseling Service harmless from loss, damage or cost (including reasonable attorney fees) arising from the City of Green River actual or alleged wrongful acts or omissions in performing the Agreement. Southwest Counseling Service will indemnify and hold the City of Green River harmless from loss, damage or cost (including reasonable attorney fees) arising from Southwest Counseling Service actual or alleged wrongful acts or omissions in performing the Agreement.

**13. Entire Agreement: Counterparts**

This agreement constitutes the entire agreement between the parties, and supersedes any and all prior verbal or written statements, promises and agreement between the parties with respect to the subject matter of this agreement. This agreement may be executed in one or more counterpart copies, each of which shall constitute an original and complete executed copy, without the production of the other copies.

This agreement becomes effective on July 1, 2023.

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City of Green River  
50 East 2<sup>nd</sup> North  
Green River, WY 82935

*Raine Beattie*  
\_\_\_\_\_  
Southwest Counseling Service, Board Chair  
1124 College Drive  
Rock Springs, WY 82901

\_\_\_\_\_  
Date

*8-30-23*  
\_\_\_\_\_  
Date