



Family Services of Warren County

We're Here For You and Your Family

Employee Assistance Program (EAP) Agreement

This Agreement is made this day ____ of _____, ____ by and between ***Family Services of Warren County, Inc. (FSWC)*** and ***Warren County School District (WCSD)***

Whereas, *FSWC* agrees to provide *WCSD* behavioral health services for *WCSD*'s employees and employees' dependent (s).

Whereas, *WCSD* agrees to contract with *FSWC* as the EAP Provider to provide behavioral health services to *WCSD*'s employees and employees' dependent (s).

Now therefore, the parties intending to be legally bound, agree as follows:

I. Voluntary Counseling

- A. *FSWC* will provide an initial clinical assessment to voluntarily referred employees of *WCSD* and/or their dependents who voluntarily pursue counseling by calling *FSWC* directly and identifying themselves as *WCSD* employees. The clinical assessment is a comprehensive in-depth evaluation that reviews all aspects of a person's life to determine the most effective course of treatment, if indicated.
- B. If treatment is indicated after the completion of the clinical assessment further sessions will be scheduled with *FSWC* therapists.
- C. After the second session has been completed an *FSWC* representative will contact *the WCSD Superintendent or his/her designee*, to authorize additional sessions 3, 4, 5, and 6. If additional sessions are not authorized, *FSWC* will inform the employee and or employee's dependent (s) and initiate billing the applicable health insurance plan. When corresponding with the Superintendent or his/her designee for purposes of this provision, *FSWC* shall comply with the confidentiality requirements contained in Section VII of this Agreement.
- D. When an employee or employee's dependent(s) uses *FSWC* to provide services, all information is confidential and *FSWC* follows all federal, state, and regulatory requirements to protect an employee's Protected Health Information (PHI). *See Confidentiality Section below for further details.*

- E. Therapists who will be providing the direct service to the employee or the employee's dependent (s) will hold a Master's Degree in the human services field or will currently be enrolled as a graduate level student at an accredited college or university. Therapists and graduate students are under the direct supervision of the Clinical Supervisor or Executive Director.

II. Administrative Referrals/Non-Voluntary Counseling

- A. *FSWC* will provide an initial clinical assessment to employees in the event of a supervisory or work performance concern provided *WCSD* obtains a signature on *FSWC* designated authorization form to release information. This form will be faxed to 814-723-5744 or emailed to Kholt@fswc.org at the time of the referral. This will allow *FSWC* to communicate as needed with *WCSD* related to the administrative referral.
- B. Due to the nature of administrative referrals *FSWC* will work to accommodate *WCSD* and obtain an initial clinical assessment within 5 business days from date of initial phone call/contact.

III. Critical Incident Stress Management Following a Traumatic Event/Additional Services

- A. In the event of a traumatic event occurring at the workplace of *WCSD*, *FSWC*, at the request of *WCSD*, will arrange for *FSWC* therapist(s) to provide on-site counseling and debriefing as needed to *WCSD* employees.
- B. *WCSD* may identify specific workplace issues that *FSWC* can specifically tailor services to address identified needs, or *WCSD* may identify additional services required. Additional fees may be indicated and mutually agreed upon by *WCSD* and *FSWC* at that time.
- C. Examples of additional service may include workshops for employees on stress management, parenting, and self-care.

IV. Scheduling

- A. The employee, employee's dependent(s), or supervisor due to administrative referral will contact *FSWC* to schedule a clinical assessment. *FSWC* will provide the employee or employee's dependent(s) an appointment within (1) week from date of initial phone call unless otherwise noted above in section II. *FSWC* will make every reasonable effort to secure the clinical assessment within (3) weeks. It should be noted that licensing regulations and standard of care policies provides *FSWC* with a maximum capacity number. When *FSWC* is at 95 percent of its maximum capacity *FSWC* administrator will contact *WCSD* to provide information on capacity numbers and impact on first appointment.

V. Fees

- A. *WCSD* agrees to pay *FSWC* \$85.00 for each session utilized up to a maximum number of 6 sessions per incident per one-year period. Incident will be defined as the same presenting problem, i.e., marriage problems, depression due to work related stress, anxiety, etc. If an employee and his/her dependent or dependents are attending separate sessions for the same incident, the total number of sessions paid for by *WCSD* with respect to the incident shall not exceed 6 (each person is not entitled to 6 sessions paid for by *WCSD*).
- B. Once *WCSD employee* or employee's dependent(s) uses the maximum number of authorized sessions, the employee or employee's dependent(s) becomes responsible for cost related continued treatment and *FSWC* will obtain authorization from the employee or employee's dependent(s) to bill the applicable health insurance plan. ~~offered through *WCSD*.~~ Under no circumstances shall *WCSD* be financially responsible for the payment of any fee or charge not specified herein, any payment for which the employee or the employee's dependent is responsible, or for any copay or other amount not covered by the applicable health insurance plan.
- C. If it is determined by *WCSD* or *FSWC* that urine drug screens will be necessary to the employee's treatment process, urine drug screens will be at the expense of *WCSD* at \$25 per drug screen up to a maximum of 5 drug screens with a maximum cost of \$125. Any such urine drug screen must either be voluntary or in compliance with any applicable law and collective bargaining agreement or other employment agreement. The decision as to whether a urine drug screen is in compliance with a collective bargaining agreement or other employment agreement shall be made by *WCSD*, and *FSWC* shall obtain *WCSD*'s decision prior to the administration of a non-voluntary screening.
- D. *WCSD* agrees to pay an annual administrative fee of \$250.

VI. Invoicing Services

- A. *FSWC* will submit an invoice monthly to *WCSD* for services rendered.
- B. *WCSD* agrees to pay the invoice submitted, for all services properly invoiced and owed, within forty-five (45) days from date received.
- C. *FSWC* will provide a quarterly report to *WCSD* that documents service utilization and statistics on the types of problems/incidents addressed.

- D. In the event that *WCSD* fails to pay an invoice for services that are properly invoiced and owed within forty-five (45) days of receipt, *FSWC* reserves the right to charge interest of 6% per annum, not to exceed the maximum permitted by applicable law.

VII. Confidentiality

- A. The identified client is the *WCSD* employee and or employee's dependent(s).
- B. All information generated from services provided by *FSWC* is confidential.
Confidentiality shall extend to communication between client and therapist and shall include but not limited to records of the identity, diagnosis, evaluation, treatment, and any other information specifically regarding the identified client. Records are maintained to current professional standards.
- C. Information may be released when the client signs *FSWC* authorization form. The authorization form will legally allow *FSWC* to release treatment status (i.e., attendance progress, and prognosis), treatment recommendations, and additional services indicated to *WCSD*. If the employee is receiving drug and alcohol services according to 4 PA Code Section 255.5 *FSWC* is only legally able to inform *WCSD* if they did or did not show for the appointment, no other information is permitted to be released.
- D. Information that is required to be released by law to the appropriate entities with or without consent of the client is when child abuse, suicidal or homicidal thinking with a specific plan to act is disclosed, or a valid court order exists. *FSWC* is under legal obligation to warn representatives of *WCSD* of any credible threat to *WCSD* or other employees of *WCSD*.

VIII. Promotion of EAP Services

- A. *FSWC* will provide promotional material as deemed appropriate with *WCSD* at least once a year.
- B. *FSWC* will distribute a Wellness Newsletter to *WCSD* employees each quarter as a way to communicate and promote physical and emotional wellness.

IX. Independent Contractor

- A. In the performance of all obligations and services identified in this agreement, *FSWC* shall be deemed and recognized as an independent contractor.
- B. *FSWC* is solely responsible for the provision of agreed upon services pursuant to professional practices and ethics.
- C. As an independent contractor, *FSWC* further acknowledges and agrees that neither *FSWC* nor its employees, agents officers are authorized or permitted to enter into or execute any agreement, contracts, or documents, which would in any manner obligate or bind *WCSD*.

X. Mutual Indemnification

- A. To the fullest extent permitted by law, *FSWC* will hold harmless and indemnify *WCSD* for any and all acts or omissions of *FSWC*, its employees or officers. To the fullest extent permitted by law, *WCSD* will hold harmless and Indemnify *FSWC* for any misuse of provided services.

XI. Liability/Malpractice Coverage

- A. *FSWC* will maintain professional liability coverage throughout the term of this agreement at the level of customary industry standards (which shall under no circumstances have policy limits less than \$500,000) and assures that its employees are covered by workers compensation insurance at the level of customary industry standards and in compliance with Pennsylvania law.

XII. Clearances

- A. *FSWC* shall provide proof of compliance with all applicable requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, et. seq., and 23 Pa.C.S.A. §6301, et. seq., for all individuals that are affiliated in any way with *FSWC* and that will have direct contact with students of *WCSD*. *FSWC* shall not permit anyone associated with *FSWC* to have direct contact with any student of *WCSD* until proof of compliance has been provided to *WCSD*.

XIII. Relationship of Parties

- A. The parties agree that they shall conduct separate business, are separate entities, and are not partners or joint venturers in any sense whatsoever. The parties further agree that all persons affiliated with *FSWC* are not employees or agents of *WCSD*.

XIV. Assignment

- A. This Agreement, and the rights and obligations of each party hereunder, may not be assigned without the prior written consent of the other party.

XV. Renewal and Termination

- A. This Agreement represents the entire Agreement between *FSWC* and *WCSD* with respect to the subject matter hereof, and all prior Agreements, written or oral, express or implied, are nullified or superseded by this Agreement.
- B. This Agreement shall be effective as of the date hereof and shall remain in force until terminated by either party. This Agreement may be terminated for convenience by either *FSWC* or *WCSD* with 60 days of written notice submitted to *FSWC* or *WCSD*.
- C. This Agreement may only be modified or amended by another written agreement of concurrent or subsequent date signed by both parties and approved by *WCSD*'s

Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.

XVI. Preparation of Agreement

A. This Agreement has been prepared by the combined efforts of the parties and their respective attorneys, with all parties having been represented by counsel, and the language used herein is not to be construed either in favor or against any party hereto.

XVII. Severability

A. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such finding shall in no way invalidate any other provisions of this Agreement.

XVIII. Governing Law

A. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

XIX. Termination of Existing Agreement

A. The parties mutually agree that the previous Employee Assistance Program (EAP) Agreement that was entered into between the parties and approved by the WCSD's Board of School Directors at its meeting held on March 12, 2018, is hereby terminated, effective immediately.

In witness whereof, the parties have executed this Agreement at Warren, Pennsylvania, as of the day and year first above written.

FAMILY SERVICES OF WARREN COUNTY, INC.

By: _____
Kimberly L. Holt
Executive Director

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

By: _____
President, Board of School Directors