

**AGREEMENT FOR
EMPLOYEE ASSISTANCE PROGRAM
PROFESSIONAL SERVICES**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“City”) and Deer Oaks EAP Services LLC (“Contractor”), both of whom may be referred to herein collectively as the “Parties”.

WHEREAS, Contractor will enter into an agreement with Bexar County to be effective on January 1, 2019 to provide employee assistance services (the “County Contract”); and

WHEREAS, the Contractor has agreed to allow the City to utilize the prices, terms and conditions of the County Contract; and

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

1.1 Original Term. The term of this Agreement shall begin upon January 1, 2019 and terminate on December 31, 2021.

1.2 Renewals. Parties recognize that the County contract includes two additional one-year options to extend the term. City and Contractor may renew this Agreement for two one-year renewals, upon City’s sole option even if the County does not renew and all terms and conditions in the original County Contract will remain in full force and effect as well as the Scope of Services outlined in this Integration Agreement. Renewals by City shall be in writing and signed by City’s Human Resources Director (“Director”), or her designee, and Contractor, without additional approval from the San Antonio City Council, so long as funds have been appropriated therefore.

II. SCOPE OF SERVICES

2.1 County Contract. Contractor hereby agrees to provide those services to City as described and specified in the County Contract, under the same terms and conditions stated therein, except

to the extent modified by this Agreement. The County Contract is attached hereto and incorporated herein for all purposes as Attachment A. To the extent of a conflict between the County Contract and this Agreement, this Agreement shall control.

- 2.2 No modifications or amendments to the County Contract, other than to the term, shall be binding on City, unless expressly agreed to by City by written amendment to this Agreement.
- 2.3 The City contact for this Contract is Patricia Atkins, Employee Benefits Administrator, or her designee.
- 2.4 The following services are agreed to amendments to the County Contract as it applies to the City:
 - 2.4.1 The covered City employees include Civilian and Uniformed Fire and may include in future and at City's discretion other uniformed personnel, and any household member residing full-time with an eligible employee (both full and part-time);
 - 2.4.2 Contractor will provide separate quarterly utilization reports for the City;
 - 2.4.3 All Critical Incident Sessions will be conducted by experienced, licensed professional counselors (LPC; LMFT) or psychologists;
 - 2.4.4 Contractor will provide comprehensive case management and follow up for any employees referred to the EAP on a mandatory basis.
 - 2.4.5 Contractor will provide Critical Incident Sessions within 24-48 hours of the City's request with follow-up if needed;
 - 2.4.6 Contractor will provide representation at annual Open Enrollment and New Hire Orientation as part of this Contract at no additional cost;
 - 2.4.7 Contractor will provide Executive Leadership Training on the EAP process and issues covered at no additional cost;
 - 2.4.8 Contractor will assist participants with balancing personal and work life concerns, coping with maternity and the transition back to work, childcare/eldercare services and other work life issues such as assistance with referrals for adoptions, relocations, college planning and adjusting to retirement.
 - 2.4.9 Contractor will provide participants with identity recovery services which offers a thirty minute consultation with an identity recovery professional.
 - 2.4.10 Contractor will provide quarterly EAP and Health plan utilization review meetings as necessary and will participate in COSA led discussions including the health carrier to

develop future strategic integrated solutions to bridge existing gaps between the City's EAP, health, and wellness programs;

- 2.4.11 Contractor will include the Take the High Road cab reimbursement service to all covered City participants for the life of the City agreement.

III. INSURANCE

- 3.1 The insurance provisions of the County Contract are hereby modified as follows:

Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Human Resources Department, which shall be clearly labeled "Employee Assistance Program" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Human Resources Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

- 3.2 The City reserves the right to review the insurance requirements of this section during the effective period of the CONTRACT, including any extension or renewal hereof, and to modify insurance coverage(s) and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, the claims history of the industry and/or circumstances surrounding this CONTRACT, but in no instance will the City allow modification whereupon the City may incur increased risk.

- 3.3 A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, except for Professional Liability which shall be on a Claims Made Form, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNT
A. <u>Commercial Crime/Fidelity Bond</u> <u>City of SA as Loss Payee</u>	\$250,000.00 per occurrence
B. <u>Commercial General (Public) Liability Insurance to include coverage for the following:</u>	
1. Contractual Liability	Combined Single Limit for
2. Premises Operations	Bodily Injury and Property
3. Personal Injury	Damage of \$1,000,000.00 per Occurrence; \$2,000,000.00
4. Products/ Completed Operations	General Aggregate or its equivalent in Umbrella or Excess Liability Coverage
5. Independent Contractors	
6. Sexual Abuse and Molestation	
C. <u>Business Automobile Liability</u>	
1. Owned/Leased Vehicles	Combined Single Limit for
2. Non-Owned Vehicles	Bodily Injury and Property
3. Hired Vehicles	Damage of \$1,000,000.00 per occurrence or its equivalent
D. <u>Workers' Compensation and Employer's Liability</u>	
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000/\$1,000,000/ \$1,000,000
E. <u>Professional Liability</u> (Claims made form)	\$1,000,000.00 per claim to pay on behalf of the insured all sums which the insured shall become Legally obligated to pay as Damages by reason of any act, Malpractice, error or omission in Professional services

3.4 The certificate(s) or form must be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City at the address below:

City of San Antonio
Attn: Human Resources Department
Employee Benefits Administrator P.O.
Box 839966
San Antonio, Texas 78283-3966

- 3.5 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 3.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 3.7 In addition to any other remedies City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due, to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- 3.8 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property Resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.
- 3.9 It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

3.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

IV. MISCELLANEOUS

4.1 Notices. All notices to be provided to City shall be sent to:

CITY

**City of San Antonio
Human Resources Department
Employee Benefits Administrator
111 Soledad Suite 200
San Antonio, Texas 78205**

V. NON-DISCRIMINATION

5.I As a party to this contract, Contractor understand and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

VI. ACKNOWLEDGEMENT

6.1 Each of the parties acknowledges that it has read this CONTRACT, understands its contents and executes this CONTRACT voluntarily.

EXECUTED by the **CITY** and by the **CONTRACTOR**, acting through their duly authorized officials, as of the dates indicated below.

CITY OF SAN ANTONIO:

DEER OAKS EAP SERVICES, LLC:

By: Ben Gorzell
Title: Chief Financial Officer
Date: _____

Laura Davies

By: Laura Davies
Title: Chief Financial Officer
Date: 12/4/18

Approved as to Form:

Assistant City Attorney