



Stephanie Romagnoli
Human Resources Manager
City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 264-1550 Voice/TT
Fax (563) 264-0750

To: Gregg Mandsager, City Administrator

From: Stephanie Romagnoli, Human Resources Manager

Date: June 17, 2019

Re: EAP Contract Renewal

The City of Muscatine has had a contract with Genesis Health Systems to provide Employee Assistance Services for a number of years. This contract expires on June 30, 2019.

Genesis has offered a contract renewal with the same provisions as the current contract. This includes unlimited counseling services for employees and their dependents, five (5) one hour workshops each year, and a variety of online tools. The cost for this service is \$3.30/employee/month. This price is being guaranteed for the length of the agreement and is being proposed for another three (3) year term.

The City has received excellent service from Genesis and this is a heavily used benefit. At this time, I am requesting approval for the contract from the City Council.

Cc: Rich Klimes, Parks and Recreation Director

GENESIS HEALTH SYSTEM Employee Assistance Program Service Agreement

This agreement outlines the rights and responsibilities of Genesis Health System doing business as Genesis EAP ("EAP") and City of Muscatine ("City") in the provision of an employee assistance program. The overall goal for this program is to provide employees, spouses and their immediate family members with readily available professional assessment, referral when appropriate, and short-term counseling services for: marital and family problems, emotional disorders, job or personal stress, financial difficulties, legal concerns, family illness and issues related to addictions.

I. OBLIGATIONS OF EAP

A. EAP AGREES TO:

1. Provide unlimited access to its Employee Assistance Program for employees and their immediate family members. Family members include the employee, spouse, domestic partner, natural, adopted or step-children under 21 living at home. Full-time students over 21 whose permanent residence is at home.

EAP uses the solution focused, brief therapy model for counseling. This model assists clients in developing solutions to their current problem or life situation. The average length of treatment varies but is typically four to six sessions.

2. Maintain a staff of professionally trained Master's level Counselors and a network of qualified referral sources.
3. Provide initial and ongoing program promotional materials.
4. Orientations on site. Depending on location, travel expenses may be incurred by City.
5. Develop and present supervisor trainings, including a custom-designed booklet for each supervisor. Depending on location, travel expenses may be incurred by City.
6. Provide confidential counseling locations.
7. Follow-up on all referred clients at least weekly while actively involved in a substance abuse treatment program, weekly for three weeks after completion of primary treatment and then monthly thereafter for the next six months.
8. Follow-up with all clients referred by Genesis EAP for emotional distress.
9. Provide City with quarterly utilization reports and an annual summary report of utilization and recommendations. We estimate your annual utilization rate will be 6%. The utilization rate is calculated by dividing the number of new and existing cases by the employee count; multiplied by 365, and then divided by the days in the reporting period. Genesis EAP defines a case as an employee/client for whom EAP services have been provided. Families or couples seen together initially will be opened as a single case, but if a family member is subsequently seen individually, a new case will also be opened. These reports can be sent via e-mail or U.S. mail at the discretion of the City.
10. Provide phone access to EAP services 24 hours a day, seven days a week to on-call staff.
11. Critical Incident Stress Debriefing (CISD) and Grief and Loss services are available through EAP at \$200.00/hour including travel time.

12. Cyber Couch is an on-line behavioral health feature of Genesis EAP's web page (www.geneseap.com). This can be accessed by the employee or family members from any internet connection. In addition, unlimited behavioral health articles are available for use in your City newsletter, on bulletin boards or as handouts. This feature will be available as long as it is provided by Genesis EAP.
13. Legal Referral Service (telephonic) and Financial Resources (on-line and telephonic) are included in your per capita fee of \$3.30/employee/month. These features will be available as long as they are provided by Genesis EAP.
14. Maintain strict standards and practices of confidentiality. Client files are owned by Genesis EAP and will be kept in confidential, locked files in accordance with Genesis Health System policies and are protected under the State, Federal and Health Insurance Portability and Accountability Act (HIPAA) regulations.
15. Provide City with paycheck stuffers, mailers or handouts in reasonable quantities.
16. Provide workshops at employer's site(s). City will receive one hour of workshops for every 50 employees each training year (July 1 to June 30). Based on your current employee count of 247, you will receive a total of five (5) hours of workshops assuming employee counts remain the same as current counts. Beyond that, additional workshops are available at our discounted rate, presently \$150.00 per hour. Cancellation of a scheduled workshop must be given by City at least two (2) work days ahead, or it will count as one of your workshops. Depending on location, travel expenses may be incurred.
17. Assist City in writing policies and procedures to implement and maintain EAP as requested.
18. A letter and a promotional flyer will be provided by EAP explaining to family members the EAP concept and services and how the family can access the EAP. These pieces will be given to City for mailing by the City to each employee's home.
19. Provide an alternate EAP Counselor for use by the assigned contact person(s) or his/her family members.

II. OBLIGATIONS OF CITY

A. CITY AGREES TO:

1. Encourage active management and supervisory involvement in program training and promotion.
2. Provide EAP with access to employment and personnel policies and procedures.
3. Assist in the revision of old and drafting of new policies and procedures necessary toward utilization of the EAP, if desired.
4. Provide EAP with an alphabetical list of all covered employees at the start of each contract year. Billing will be based on the number of current employees as indicated on invoice sent to and verified by City. If your number of employees changes, change the number on your EAP invoice, EAP will use the revised number for the next billing.

III. REMUNERATION

City shall pay EAP the fee for services as outlined above at the beginning of each month. Fees will be \$3.30 per employee per month. Fees will remain \$3.30 per employee per month for a three year period beginning with the start-up date as stated in this Service Agreement. Payments are due within thirty (30) days of the invoice date.

IV. TERM, RENEWAL AND TERMINATION

This agreement will be governed and construed according to the laws of the State of Iowa and shall be effective as of July 1, 2019 and shall continue for a period of one (1) year. Thereafter, this agreement shall automatically renew for two additional one (1) year term(s), unless earlier terminated. Either party may terminate this agreement, without cause, by giving the other party at least ninety (90) days advance written notice. Notice shall be sent via registered mail and directed to either the Manager of the Genesis EAP at 1910 E. Kimberly Rd., Ste. 314, Davenport, IA 52807 or to the designated City contact person.

If at any time either party believes that a breach of this agreement has occurred, written notice must be given to the other. Notice shall be sent via registered mail and directed to Genesis EAP at 1910 E. Kimberly Rd., Ste. 314, Davenport, IA 52807 or to the designated City contact person. Failure of the breaching party to correct or rectify the breach within thirty (30) days shall give the non-breaching party the right to immediately terminate this agreement upon further notice.

V. MISCELLANEOUS PROVISIONS

This constitutes the entire agreement between the parties and supersedes any and all previous agreements between the parties, either oral or written. It may only be amended by a writing executed by the party against whom enforcement of the amendment is sought. This Agreement is not assignable by either party without the written consent of all parties to this Agreement, except that this Agreement is binding upon and shall inure to the benefit of the successors in interest of Genesis, which may occur by operation of law. If any of the covenants or conditions of this Agreement are found invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions of this Agreement shall remain fully enforceable in accordance with their terms. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

Glen Roebuck, Executive Director
Home/Outpatient Services
Genesis Health System
1910 E. Kimberly, Ste. 314
Davenport, IA 52807

Gregg Mandsager
City Administrator
City of Muscatine
215 Sycamore Street
Muscatine, IA 52751
Phone: 563/264-1550

_____ Date

_____ Date