



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: January 14, 2020	Department: Human Resources
Meeting Date: January 21, 2020	Department Head: Cari Kragovich
	Presenter: Cari Kragovich

Subject:

Approval of an agreement with Family Dynamics Counseling, Inc. to provide EAP services to all employees and two (2) training modules of a psychoeducational series to our emergency response personnel from January 1 through June 30, 2020.

Background/Alternatives:

The City currently has an EAP agreement with Southwest Counseling Service for mental health therapy and medication management services. Many employees have requested an alternate choice in providers, specifically for therapeutic services. Additionally, Family Dynamics Counseling has two providers certified in critical incident debriefing that will be able to train and provide counseling services to our emergency response personnel. As the City encourages all employees to be aware of their mental health needs, it is important that we provide options for mental health services in order to assist employees in seeking treatment when necessary.

Attachments:

FY20 Family Dynamics Inc EAP Agreement

Fiscal Impact:

Human Resources identified the need for a second EAP agreement as part of the FY20 benefits budget. The monthly fee for this agreement is included in the approved HR budget.

Staff Impact:

N/A

Legal Review:

Sent to City Attorney Galen West.

Suggested Motion:

I move to approve the FY20 Employee Assistance Program agreement with Family Dynamics Counseling, Inc. and authorize the Mayor to sign said agreement.

December 2, 2019

Employee Assistance Program Agreement for Services

1. **AGREEMENT MADE**, effective as of the 1st day of January 2020, by and between The City of Green River, located at 50 East 2nd North, Green River, Sweetwater County, Wyoming and Family Dynamics Counseling, Inc., located at 4000 Dewar Drive, Rock Springs, Sweetwater County, Wyoming.

2. **PURPOSE OF AGREEMENT**,

a. Provide Out-Patient Mental Health resource for The City of Green River employees and or employee's immediate family members. Provide Psychoeducation to the Green River Police Department and the Green River Fire Department

3. **TERM OF AGREEMENT**, this agreement shall be effective on the dates all parties have executed by signatures and all required approvals have been granted. The term of this Agreement is from January 1, 2020 through June 30, 2020 (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. **MISSION STATEMENT**,

Family Dynamics Counseling, Inc. is a group private for profit practice.

Family Dynamics Counseling's mission is to provide the highest quality evidence based mental health and substance use services to the citizens of Southwest Wyoming.

Family Dynamics Counseling, Inc. provides an array of community engaged services aimed at engaging individuals, couples and families in finding solutions to their problems.

5. **SERVICES**, Family Dynamics Counseling, Inc. 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 an individual 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**, Family Dynamics Counseling, Inc. understands there is another EAP provider for certain department(s) within The City of Green River. Family Dynamics Counseling, Inc. is a provider for WYEAP. Family Dynamics Counseling, Inc. will utilize the sessions with WYEAP first before using The City of Green River's EAP.
- b.** Family Dynamics Counseling, Inc. will offer a general orientation to The City of Green River on the EAP Program being offered at Family Dynamics Counseling, Inc. This will be offered once approval has been granted by The City of Green River and Family Dynamics Counseling, Inc. This will be scheduled during the month of January 2020.
- c. EAP Services**, Family Dynamics Counseling, Inc. is offering one hundred fifty (150) EAP sessions to The City of Green River for the term of this agreement. Reasons for an EAP employee to choose our services:
 - i.** Family Dynamics Counseling, Inc is State Certified by the State of Wyoming Department of Health Behavioral Health Division
 - ii.** Family Dynamics Counseling, Inc. 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
 - iii.** EAP employees/employee's immediate family members will be seen consistently by the same provider once services begin
 - iv.** Our office offers a quiet and discreet location and personable staff
 - v.** Saturday appointments can be requested for sessions after the initial appointment
 - vi.** 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), Compassion Fatigue, Substance Use and Addictions, Depression, Anxiety, Post-Traumatic Stress Disorder, First Responder Behavioral Health, and Critical Incident Stress Management (CISM).
 - 1. EAP Services Covered**, The following services will be billed based on provision of services broken into thirty minute segments.
 - a.** Intake Assessments
 - b.** Individual Counseling
 - c.** Family Counseling
 - d.** Couples Counseling
 - e.** Employer Referral
 - i.** Mental Status Evaluation
 - ii.** Debriefing Interview
 - Employee will receive an attendance letter with: date of service and if there **are/are not** further recommendations for services. Employee **WILL** need to sign a release of information to have **ANY** additional information released to The City of Green River. The City of Green

River Director of Human Resources will notify Family Dynamics Counseling, Inc. of type of service(s) requested for Employer Referral.

- Family Dynamics Counseling, Inc. will refer clients to other resources if services are not available or need a high level of care is indicated

2. Services NOT Covered Under EAP

- a. Fit for Duty Evaluation
- b. Crisis Counseling, Family Dynamics Counseling, Inc is not a Crisis Intervention Facility. Family Dynamics Counseling, Inc will refer individuals to the Emergency Room or Southwest Counseling for immediate crisis services
- c. Psychiatric Medication Management
- d. Court Ordered Assessment/Evaluations
- e. Substance Abuse Professional (SAP) Evaluations-Work Related
- f. Classes (8 hours)
 - i. Alcohol and Other Drugs (AOD)
 - ii. Driving Under the Influence (DUI)
 - iii. Minor in Possession (MIP)
 - iv. Level I Substance Use Group

d. First Responder Psychoeducation Series, This will include four different group topics: Vicarious Trauma and Compassion Fatigue, Partners and Families of First Responders, Addictions, and Resiliency and Mindfulness. These trainings will be scheduled for one and a half hours to two hours. These presentations will be individualized for specific areas of public safety for The Green River Police Department and The Green River Fire Department. Family Dynamics Counseling, Inc. instructors will apply to be POST certified Professional Lecturers so participants are able to receive POST credits. These group topics will be scheduled quarterly. We would schedule these trainings when most convenient for both parties.

We have a passion for serving our local first responders. Recent research indicated first responders are naturally at risk. We developed this Psychoeducation Series after receiving feedback from our first responders they would like more information on how their chosen careers impact behavioral health and wellness.

- i. Family Dynamics Counseling, Inc. will offer three different scheduled times for each topic to The Green River Police Department employees to ensure all employees have the opportunity to attend presentations.
- ii. Family Dynamics Counseling, Inc. will offer two different scheduled times for each topic to The Green River Fire Department employees to ensure all employees have the opportunity to attend presentations. This could coincide with The Green River Fire Department monthly meetings/trainings.

6. FEES

- a. **EAP Services**, Family Dynamics Counseling, Inc. 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 a savings of over 60% off our billable rate.
- b. **First Responder Psychoeducation Series**, Family Dynamics Counseling, Inc. is offering these groups for \$900 a topic. This will be offered to both The Green River Police Department and The Green River Fire Department. Total for the four (4) Psychoeducation topics is \$3600.00. Per this agreement Family Dynamics Counseling, Inc will schedule these quarterly and the charge eighteen hundred dollars (\$1,800.00) for the two topics. The other two topics will be on the new agreement.
- c. **Total of Both EAP Services and the First Responder Psychoeducation Series**, The total for both the EAP Services and the First Responder Psychoeducation Series will be a total of eight thousand one hundred dollars and no cents (\$8,100.00). The City of Green River agrees to pay a sixth of this fee monthly to Family Dynamics Counseling, Inc.
 - i. In the event all seventy five (75) hourly sessions are utilized per this agreement, Family Dynamics Counseling, Inc. 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. Family Dynamics Counseling, Inc. 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 change in fee structure and payment.

7. GENERAL PROVISIONS

- a. **License and Certification**, Family Dynamics Counseling, Inc is State Certified by the State of Wyoming Department of Health Behavioral Health Division. Family Dynamics Counseling, Inc. 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 Family Dynamics Counseling, Inc. Such Provider(s) shall maintain such licensure and certification. Family Dynamics Counseling, Inc. shall assume responsibility for supervising and compensation of such personnel and will require such personnel adhere to all of the terms and conditions of this agreement. Family Dynamics Counseling, Inc. represents and warrants all employees and others providing services hereunder on Family Dynamics Counseling, Inc.'s behalf are properly licensed and or certified to provide such services and are covered by professional liability insurance for services provided. Family Dynamics Counseling, Inc. will provide proof of licenses and/or certifications upon request by The City of Green River.
- b. **Insurance**, Family Dynamics Counseling, Inc. 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. Family Dynamics Counseling, Inc. will provide proof of coverage upon request by The City of Green River.

8. COMPLIANCE WITH LAWS,

- a. Confidentiality of Patient Information (Family Dynamics Counseling),** Family Dynamics Counseling, Inc professional ethics, the State and Federal Regulations (Privileged Communication Law W.S.33-38-113, CFR42 and HIPAA) prevents Family Dynamics Counseling, Inc from sharing any information with The City of Green River, or anyone else, without a 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. Family Dynamics Counseling, Inc. 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.

Family Dynamics Counseling, Inc. 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.

- b. Confidentiality of Patient Information (City of Green River),** The City of Green River understands Family Dynamics Counseling, Inc. 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 Family Dynamics Counseling, Inc. 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.

- c. Corporate Compliance,** The City of Green River understands that Family Dynamics Counseling, Inc has adopted a Corporate Compliance Program. The City of Green River shall bring to the attention of Family Dynamics Counseling, Inc. Compliance Officer (Erin Parker Office Manager) or a designee, any alleged improper practices The City of Green River may discover in association with this Agreement, so the Compliance Officer may take appropriate action.

- d. 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.

e. Proprietary Information, All information about Family Dynamics Counseling, Inc. furnished to or obtained by The City of Green River in connection with the performance of its duties hereunder, including information about Family Dynamics Counseling, Inc. 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 Family Dynamics Counseling, Inc. 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.

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 Family Dynamics Counseling, Inc. with prompt notice of such request.

f. Taxes, Family Dynamics Counseling, Inc. 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 Family Dynamics Counseling, Inc.

9. **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 Family Dynamics Counseling, Inc. for authorized services provided prior to the effective date of the termination of this Agreement.

10. **RENEWAL**, This agreement will remain in effect until June 30, 2020. A new Agreement will be submitted for services to continue on a yearly basis beginning July 1, 2020.

This Agreement becomes effective on January 1, 2020

Signature

Date

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

Signature

Date

Employee Assistance Program Agreement for The City of Green River by Family Dynamics Counseling, Inc.

Family Dynamics Counseling, Inc., Jill Johnson President, 4000 Dewar Drive, Rock Springs, WY 82901