



Interface EAP Employer Fact Sheet

Employer Name: Comal County

Physical Address: 1297 Church Hill Drive, New Braunfels, TX 78130

Mailing Address: 1297 Church Hill Drive, New Braunfels, TX 78130

Other DBAs/Locations:

Contact: Jerri Hettinger

Phone: 830-643-5860

Fax: 830-620-3468

Email Address: hettij@co.comal.tx.us

Title: Director Human Resources

Extension:

Web Site: www.co.comal.tx.us

Program Options: EAP Only

Number of EAP sessions per year: 6

Number of employees covered by the EAP only: 651

Are there employees not covered by the EAP: Yes

If yes, how many and what type of employees are not covered (*i.e part time, seasonal, etc*):

Seasonal

Are COBRA benefits extended for EAP Only employees? Yes

Does the organization need to meet DOT compliancy standards: Yes

If yes, will Interface provide any DOT/SAP services: Yes No

If yes, check one: Employer Pays Employee Pays

Contract Start Date: 10/1/2018 **Contract End Date:** 9/30/2021

Cost per employee per month: EAP: \$2.45

Available In-service hours for: **Training:** 5.00

Wellness Seminars/CISD: 4.00

Health Fairs Day(s): 2.00

Method of quarterly service contact: Email

Email address monthly electronic newsletter is sent to: hettij@co.comal.tx.us

Send invoices: Email (PDF Format) Jerri Hettinger

Is a Purchase Order Number needed: Yes No

Billing Cycle: Monthly Quarterly Other: _____

Send original reports (utilization, etc) to: Jerri Hettinger

Send copies of reports (broker, TPA) to: Frank Witting

Employer Signature: _____

Date: _____

CONTRACT
for
COMAL COUNTY

EMPLOYEE ASSISTANCE PROGRAM

DRAFT

Provided
by

INTERFACE EAP



This contract is between **COMAL COUNTY, TEXAS**, a political subdivision of the State of Texas, and Interface EAP for an Employee Assistance Program (EAP) as described below:

I. Services

Individuals eligible for EAP services are defined as the employee and family members. Family members are defined as: spouse, and/or legal dependants. The services to be provided by Interface EAP are as follows:

1. Twenty-four hour telephone service with both a local and a toll-free national number for employees and family members to use for any personal problem.
2. Diagnosis, assessment, initial treatment planning, and if necessary a referral for personal problems, particularly those with the potential for affecting work performance. This includes consultation with our professionals until an accurate diagnosis and initial treatment plan is reached for each client of the EAP.
3. Supervisory/Management training for supervisors on recognizing, documenting, and referring an employee with job performance issues to the EAP, as well as providing information on all services of the EAP.
4. An employee orientation will be available to familiarize all employees with the services provided by the EAP and the process for utilizing the program.

NOTE: Both supervisory training and employee orientations will be presented either by video or a Program Coordinator and will include printed materials. Please see Section VII, Available In-Service Hours, for the number of hours available to **COMAL COUNTY** for Supervisory/Management training and/or Employee Orientations. Travel costs for hotel and transportation may be charged back to **COMAL COUNTY** for in-person meetings depending on location and group size, upon approval in writing by **COMAL COUNTY**.

5. Ongoing program awareness in the form of posters, handouts, and promotional flyers for distribution and display.
6. Assistance in establishing a clear policy letter concerning **COMAL COUNTY**'s position on employees who use the EAP.
7. Quarterly utilization reports. This will include nature of the contact, referral source, and demographics of employees, providing that certain information will not jeopardize confidentiality.
8. Access to participant website (www.4eap.com) which includes online access to supplemental EAP resource information, including: EAP request for services, frequently asked questions, legal resources, financial resources, work/life and wellness resources.
9. Critical Incident Stress Debriefing (CISD) to take place between 24 and 72 hours after a traumatic event. Wellness Seminars will also be made available with topics to be chosen by **COMAL COUNTY**. Please see Section VII, Available In-Service Hours, for the number of hours available to **COMAL COUNTY** for Critical Incident Stress Debriefing and/or Wellness Seminars.
10. Representation at health fairs: Please see Section VII, Available In-Service Hours, for the number of days available to **COMAL COUNTY** for Health Fairs.
11. Services requested and provided beyond those outlined in Section I will be billed to **COMAL COUNTY**. Please see attached In-Service Fee Schedule for pricing.

II. Procedures

An employee/family member will have initial contact with a clinically trained care coordinator at Interface. A case will be opened and they will be referred to a licensed counselor established in private practice with experience in the area of the presenting problem. The employee/family member may request another counselor, for any reason, after their first session without losing that session as one of the allotted sessions for that

problem. The employee, a supervisor, or both may initiate contact. A family member may be referred to the program by his or her own call or by a referral of the employee.

When an employee or family member contacts the EAP, they will be directed to the most convenient office location in their area. A licensed counselor will be assigned to diagnose, assess, formulate an initial treatment plan, and if necessary refer for additional treatment. In all instances the need and/or problem will be addressed. The goal of the counseling process for an employee will be his or her effective return to full productivity.

III. Publicity of Services

COMAL COUNTY will inform its employees of the services provided by Interface with at least a letter emphasizing the confidentiality of the EAP. The letter should inform employees that the program is confidential and that any employee seeking assistance will not jeopardize his or her position with the organization.

Interface will provide literature in the form of brochures describing the EAP, and all services included in Section I of this contract.

IV. Reporting

When the initial contact is the result of a supervisory referral in regards to job performance issues, an EAP care coordinator will inform the supervisor of the following: 1) whether the employee has contacted the Employee Assistance Program, 2) whether treatment goals have been established (without identification of those goals), and 3) whether there is progress (but not the nature of that progress) toward treatment goals. Interface provides an employee release form that authorizes pertinent information regarding the progress of treatment to be released to the supervisor. Interface encourages this release if a supervisor has referred the employee. Only with a signed release from the employee can Interface release any information regarding contact or other information to anyone except as required by law.

Employees who make their own contact (self-referrals) with the EAP will be encouraged to share information with supervisors if deemed appropriate by the counselor. No reports will be made to **COMAL COUNTY** concerning self-referrals other than the agreed upon reports in Section I. Neither the purpose nor content of the contact by an employee or family member will be revealed to any representative of **COMAL COUNTY**.

COMAL COUNTY will provide a list of employees including their social security numbers to Interface for the purpose of verifying employment. An updated list will be provided monthly, or as there are material changes in employment.

All agreed upon analysis are dependent on the existence of data to be provided by **COMAL COUNTY** in a relatively accessible form with all due regard for the confidentiality of employees.

Except as provided herein, or by law, the identity of the employee or family member, the nature of the contact, treatment progress and prognosis, will be confidential and reported to no one without the written consent of the employee or family member.

V. Consultation

A clinically trained care coordinator and/or crisis counselor will be available to employees and family members 24 hours a day via a national toll free number to assist with any calls of a crisis nature. Supervisors may also call upon the EAP to assist in problem identification, documenting impaired job performance, intervention with a problem employee, or other concerns.

Sessions with a licensed counselor will be on an as needed basis, and will be free of charge to the employee and/or family member as described herein. The number of sessions provided to participants will be 6 per person per family problem. Each person has their own coverage, but if more than one covered family member is seeking counseling for the same problem, available sessions are not increased for that problem. For example, if both spouses are seeking counseling for marital problems, 6 sessions would be available, not 12 because two

family members are participating. However, if during the assessment, the counselor discovers that one of them has a separate problem, that spouse may seek counseling for that problem (and have up to 6 sessions) with another provider. The EAP will be used first to obtain an assessment of the problem. If the problem is short term, additional EAP sessions will be available for the person(s) seeking help. If the problem is long term, a referral to the appropriate program(s) could be made prior to exhausting the full 6 EAP sessions. If further treatment is needed that is not covered under insurance, Interface will work to make available that treatment at a reduced cost to the family.

Referrals for legal problems are provided through Legal Access. Each covered family has a maximum of 3 consultations with an attorney per plan year. The consultations with an attorney may be either in person or via telephone with the first 30 minutes at no charge. Additional services with the attorney are provided at a reduced rate. Employees will have 3 Financial Planning sessions per family, per year. All services are provided via telephone.

VI. Hold Harmless Clause

Interface EAP will indemnify and hold **COMAL COUNTY** harmless from any and all claims, actions, liability and expenses including costs of judgments, settlements, court costs, and attorney fees, regardless of the outcome of such claim or action, caused by, resulting from or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this agreement, whether such act, omission or failure was that of Interface EAP or that of any person providing services there under through or for Interface EAP. Upon notice from **COMAL COUNTY**, Interface EAP will resist and defend at Interface EAP's own expense, and by counsel reasonably satisfactory to **COMAL COUNTY** any such claim or action.

VII. Available In-Service Hours

The following is a breakdown of the In-Service Hours available to **COMAL COUNTY** for Employee Orientations, Management Training, Critical Incident Stress Debriefing (CISD), Wellness Seminars and Health Fairs. Costs for additional services beyond what is listed here will be the responsibility of **COMAL COUNTY**. For every hour that a provider is on-site, 0.25 hours may be deducted for travel time. In the event that **COMAL COUNTY** cancels or reschedules a Wellness Seminar/CISD within 48 hours of a confirmed time with the clinician, the scheduled hours may be deducted from the group's available hours.

Covering Employee Orientation and/or Supervisory Training: 5 hours to be used in three 12-hour time periods per plan year.

Covering all CISD's (24-72 hour response time) and/or Wellness Seminars: 4 one-hour on-site sessions per plan year

Covering Health Fairs: 2 days available per plan year

VIII. Program Cost

The monthly retainer charge for the services of Interface EAP is as follows:

\$2.45 per employee per month for all employees

(The above rate is guaranteed for 3 years with no increase unless annual utilization exceeds 12%. If annual utilization exceeds 12%, the increase will not exceed 8% of the previous year's rate.)

The above charge is to be paid in monthly installments based on the number of employees at the beginning of each month. The first payment is due October 1, 2018. The remittance address is: Interface EAP, P.O. Box 671411, Dallas, TX 75267-1411.

IX. Term of Contract

The term of this contract is October 1, 2018 through September 30, 2021. Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect on a month-to-month basis not to exceed twenty-four (24) months unless thirty (30) days written notice of termination or intention not to renew is given by either party, or this Agreement is superseded by a subsequent Agreement (i.e., new annual renewal agreement). Rates will be reviewed annually and, if necessary, proposed changes will be provided, in writing, to **COMAL COUNTY** within 30 days of the new plan year.

X. Termination of Contract

COMAL COUNTY or Interface EAP may terminate this contract with thirty days written notice. At the time of termination, Interface will direct any participant in treatment to verify benefits through the new vendor and to contact their human resources director. Interface will also notify the participant's provider of the termination of services, revoke any unused sessions and direct the provider to verify benefits through the new vendor. Interface will not assume any financial responsibility for services that take place after the date of termination.

XI. Miscellaneous

1. This agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
2. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.
3. Comal County and its officers, directors, employees and agents do not waive any sovereign or governmental immunity available to the County under Federal or Texas law and do not waive any available defenses or remedies at law under Federal or Texas law.
4. If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

AGREED TO AND EXECUTED THIS _____ DAY OF _____ 2018.

COMAL COUNTY

INTERFACE EAP

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Print name: _____

◆This agreement is not valid unless signed by both **COMAL COUNTY** and Interface EAP.



Interface EAP

IN-SERVICE FEE SCHEDULE

| | |
|--|-------------------------|
| Employee Orientation Meetings | \$100.00 per hour |
| Supervisory Training | \$150.00 per hour |
| DOT Training | \$175.00 per hour |
| Critical Incident Stress Debriefing – 24-72 hour response | \$200.00 per hour |
| Critical Incident Stress Debriefing – less than 24 hour response | \$300.00 per hour |
| Wellness Seminars | \$150.00 per hour |
| Health Fairs | \$ 75.00 per hour |
| SAP Assessments | \$700.00 per evaluation |

Charges for travel expenses will be made if more than 50 miles from Houston. Charges will be based on the hourly rate of the services provided for travel time and all time spent on-site.