

Agenda Item No.: 5.1  
 Agenda Date: 07/20/22  
 Reviewed By: [Signature]

Re: Authorize contract for new employee assistance program.  
Wellspring EAP

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input checked="" type="checkbox"/>
<i>Engineering/Operations</i>	<input type="checkbox"/>

FINANCIAL						
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
		<i>Amount:</i>		\$ _____		

**ATTACHMENTS:**

1. Resolution 22-7-20A
2. Contract

**COMMENTS:**

The Finance/Administrative Manager previously discussed this service with the Commissioners. The current Employee Assistance Program through Far West Family Services has been discontinued as they went out of business. The district would like to replace this service with Wellspring EAP. Employees and commissioners may utilize this service.

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 22-7-20A**

**RESOLUTION AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A  
CONTRACT WITH WELLSRING EAP**

**WHEREAS**, The Board of Commissioners recognizes the District does not have on-staff human resource personnel. They also recognize that employees occasionally experience stressful situations either at home or at the District requiring professional support to consistently perform quality work.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Board of Commissioners authorizes the General Manager or designee to enter into a contract with Wellspring EAP (see attached Exhibit A) to provide to its employees and commissioners professional support, assistance, referral, follow-up services and crises intervention counseling.
2. The not-to-exceed costs are \$4,500 and the contract period is September 1, 2022 terminating at Midnight on August 31, 2023.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **20th** day of **July 2022**.

**BOARD OF COMMISSIONERS**

DocuSigned by:

*Polly Daigle*

**Polly Daigle**, President

DocuSigned by:

*Daniel Johnson*

**Daniel Johnson**, Secretary

DocuSigned by:

*Todd Fultz*

**Todd Fultz**, Commissioner

DocuSigned by:

*Vince Koester*

**Vince Koester**, Commissioner

DocuSigned by:

*Kathleen Quong-Vermeire*

**Kathleen Quong-Vermeire**, Commissioner

## GROUP SERVICE AGREEMENT

**Wellspring Family Services Employee Assistance Program**, d.b.a. **Wellspring EAP**, 1900 Rainier South, Seattle, WA 98144, (the "Agency") will provide a professional employee assistance program (the "Program") for all eligible employees/agents of **Highline Water District, 23828 30<sup>th</sup> Avenue South, Kent, WA 98032** (the "Employer"). This program is designed as an assessment and referral benefit for Employer's benefits eligible employees and their benefits eligible family members ("Clients"), as defined in Section III of this Agreement.

Services for this contract will commence on **9/1/2022**. The Agreement shall automatically renew annually thereafter unless cancelled by either party upon written notice. Upon cancellation of contract, fees are payable, in full, for the entire calendar month following receipt of notice.

### I. SCOPE OF SERVICES

#### 1. CORE SERVICES

- A. **Telephonic Consultation Services.** The Agency will provide the following referral and consultation services via telephone. There is no limit to the number of referral and consultation calls.
- (1) **Client Resources & Referral.** Clients may call the Agency 24/7 requesting information and resources as available in the community and throughout the United States for services.
  - (2) **Management Consultations.** Employer's designated managers and supervisors may call the Agency 24/7 for professional consultations regarding concerns in the workplace.
  - (3) **Crisis Triage.** When clients' support needs are of an urgent nature, level of risk is determined, and referrals to emergency services may be made when appropriate.
- B. **Program Administration.** The Agency shall provide planning and coordination of the following services: ongoing program development, contract management, customer support services, program promotion, utilization reports, service evaluation, and quality assurance.
- C. **Employee & Supervisor Orientations.** The Agency will provide Employer on-site or web-based orientation and training in the use of the program.
- D. **Employee & Supervisor Web Services.** The Agency will provide Employer with login information for Agency's Internet site. The Agency may customize the site with the Employer's logo and other identifying information and provide a bypass link to the Employer's intranet.
- E. **Work-Life Consultation, Resources and Referral.**
- (1) **Childcare/Parenting.** Clients will have access to research, resource, & referral assistance related to the care of dependent children. Expert consultation about childcare & parenting-related topics is provided, and referrals to vetted care providers with confirmed availability is provided upon request.
  - (2) **Older Adult & Eldercare.** Clients will have access to research, resource, & referral assistance related to the care of adult and elder family members. Expert consultation about eldercare & related topics

is provided, and referrals to vetted care providers with confirmed availability is provided upon request.

- (3) **Daily Living.** Clients will have access to research, resource, & referral assistance related to consumer products and services. Referrals to vetted professional consumer resources and services are provided upon request.
- (4) **Legal.** Clients will have access to referrals to network attorneys for assistance with legal questions. Questions pertaining to current employment related issues will be excluded from this service. If the Client elects to have work performed by the attorney beyond the initial consultation, the Client will negotiate payment for the work performed.
- (5) **Financial.** Clients will have access to professional financial services to assist them in managing their personal financial concerns.
- (6) **ID Theft.** Client will have access to consultation and assistance for support regarding identity theft incidents. The benefit does not cover employer or employee benefit vendor breaches.

## 2. ASSESSMENT AND COUNSELING SERVICES

Clients will have access to professional assessment and referral services with the Agency's affiliate providers. The number of sessions shall not exceed **eight (8)** per eligible Client per unrelated issue per year. The Agency shall determine what qualifies as an unrelated issue. Sessions will be with a licensed or qualified professional counselor to assist Client in identifying Client's problem, developing a plan to address the concern, and making a referral for ongoing care when appropriate. Whenever possible, appointments will be offered in a location and at a time that is convenient to the Client. Clients who fail to attend a session without at least 24-hours advance notice of cancellation will be assessed that session.

## 3. SUPERVISOR DIRECTED/MANDATORY REFERRAL SUPPORT

The Agency may provide consultation, referral, and case management services for Employer to resolve an employee performance concern and/or policy violation that may affect the employee's employment status.

## 4. MANAGEMENT SERVICES

- A. **On-Site Grief & Trauma Support.** The Agency, upon receiving notice from Employer of the occurrence of a traumatic incident or loss impacting workplace performance and environment, may provide a professional counselor to facilitate on-site meetings with affected employee groups. Such incidents may include the death of an employee or an employee's family member, the diagnosis of a serious illness, a serious workplace accident, or a situation causing fear for employees.
- B. **Managing Effective Change.** The Agency may provide support and facilitation to assist the Employer in managing employee reactions to mergers, downsizing, or major organizational transformations.
- C. **Executive and Leadership Coaching.** The Agency may provide one-on-one coaching with a seasoned professional to facilitate sharpened leadership skills, social and communication skills, analytic capabilities, and self-discovery of strengths and limitations.

- D. **On-site Management Consultations and Group Facilitation.** The Agency may provide on-site consultation for supervisors or teams that need assistance managing the performance of individual employees or groups of employees. This could include mediation, facilitation of workplace conflicts, or teambuilding.
- E. **Seminars/Trainings.** The Agency may provide educational and management seminars to help employees and supervisors handle the various aspects of work and family life more effectively. A broad range of topics is covered and a current menu of training can be provided to the Employer. Customized training seminars can be created at the request of Employer.

#### **5. DOT/SAP SUBSTANCE ABUSE PROFESSIONAL ASSESSMENT SERVICES**

In accordance with 49 CFR 40, utilizing reliable alcohol and drug abuse assessment tools and consistent with sound clinical and established substance abuse professional standards of care in clinical practice, the Agency will provide appropriate referrals to a Substance Abuse Professional who may conduct a face-to-face initial evaluation of the client. Based on the results of the evaluation, the Substance Abuse Professional may perform the following services: refer the employee to the appropriate treatment program; conduct follow up evaluation of the employee prior to return to safety-sensitive duties; make recommendations for additional treatment, aftercare, education, or support group services to assist client after the employee returns to safety sensitive duties; and/or present the Employer a plan for follow-up drug and alcohol testing.

#### **6. DOT/SAP MONITORING SERVICES**

In accordance with 49 CFR 40, the Agency may facilitate compliance monitoring of the substance abuse professional's recommendations for additional treatment, aftercare, education, or support group services to assist client after the employee returns to safety sensitive duties.

## **II. CONFIDENTIALITY**

- A. Client Information. The Agency shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Regulations with respect to the Agency's provision of services to the Client. All services provided by the Agency are confidential and protected within the guidelines prescribed by federal and state law. No information will be released without the written consent of the Client.
- B. Employer Information. During the course of providing the services described herein, the Agency may receive information from the Employer or Client that is confidential in nature. Any Confidential Information shall be received and maintained by the Agency in the strictest confidence in accordance with applicable law, and shall not be disclosed to any third party. Furthermore, the Agency shall not use such Confidential Information for any purpose.

## **III. EMPLOYEE ASSISTANCE PROGRAM ELIGIBILITY**

In its sole discretion, the Employer shall determine the eligibility of an Employee or of an Employee's family member to receive employee assistance services under this Agreement.

## **IV. REFERENCES**

Employer and Agency may use each other as references in promoting the Employee Assistance Program.

**V. INSURANCE**

The Agency will maintain general liability insurance in the amount of \$3,000,000.00 and professional liability insurance of \$1,000,000.00 per incident with \$3,000,000.00 annual aggregate. In addition, The Agency requires that its affiliate clinical providers carry a minimum of \$1,000,000.00 in malpractice insurance.

**VI. PAYMENT FOR SERVICES**

The Agency's fees are attached hereto and incorporated by reference on Schedule #1. The fee for core, assessment and counseling, supervisor directed/mandatory referral support and management services will be charged on a per employee per month formula and billed on a monthly basis. Additional supervisor directed/mandatory referral support, management services Management and DOT/SAP Services are based upon actual utilization and will be billed monthly.

Payment of fees are due within thirty (30) days of billing and a finance charge will accrue on the unpaid balance at a rate of one percent (1%) per month, commencing thirty (30) days after billing. Rates are guaranteed for the initial twenty-four (24) months of this contract. Rates may be changed by the Agency through written notice delivered to Employer thirty (30) days prior to the effective date of price increase.

**VII. INDEPENDENT CONTRACTOR STATUS**

The Agency is an independent contractor with respect to the services provided pursuant to this Agreement and in no way should this agreement be construed to create an Employer-employee relationship. Neither the Agency nor any employee of the Agency shall be entitled to any benefits accorded the Company's employees by virtue of the services provided under this Agreement. All payments made hereunder for services performed shall be made to the Agency as an independent contractor.

**VIII. INDEMNIFICATION**

Each party shall, at its own expense, indemnify, defend, and hold harmless the other party, its trustees, officers, employees, and agents from and against all demands, claims, causes of action, losses, damages, costs, and expenses of any kind (including, without limitation, reasonable attorney fees), and other liabilities asserted or claimed by anyone, including its employees, arising from or in connection with its performance or nonperformance under the terms of this agreement or its negligent or intentional action or omission of its directors, officers, employees or agents in performing its obligations hereunder.

**IX. DISPUTE RESOLUTION**

In entering this agreement, it is assumed that a relationship of cooperation and understanding will be maintained between the parties. However, in the event of any dispute, or disagreement over the terms and conditions contained herein, such dispute will be settled through arbitration under the rules of the American Arbitration Association. Only one arbitrator will be used and both parties shall agree upon this arbitrator. If the parties are unable to agree on an arbitrator, then a presiding judge of the King County Superior Court shall select one.

**X. NOTICES**

All notices demands, consents, approvals and other communications given pursuant to this Agreement shall be effective when received by the recipient and must be in writing and delivered by hand, facsimile (with confirmation) or overnight courier service, addressed to the party to be notified, at the address contained herein. Either party may change its address for notices set forth above by giving at least ten (10) days prior notice of such change to the other party.

#### **XI. AMENDMENTS**

This agreement contains the full understanding of the parties and supersedes and cancels all prior negotiations, correspondence or communication between the parties. No oral modification to this Agreement shall be effective however; this agreement may be modified or amended by written signed agreement by both parties.

#### **XII. GOVERNING LAW**

This Agreement shall be deemed to be entered into in King County, Washington, and shall be governed by and interpreted in accordance with the laws of the State of Washington applicable to agreements executed and fully carried out within Washington.

#### **XIII. ATTORNEY'S FEES**

In any action needed to enforce the provisions of this agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorney's fees incurred by the prevailing party as a result of such action from the losing party.

#### **XIV. ENTIRE AGREEMENT**

This agreement and any attached Schedules constitute the entire agreement between the Agency and the Employer with respect to the Employee Assistance Program and fully supersede any agreement, statements, projections, covenants, representation and warranties made by either party prior to execution of this Agreement. Any modification, amendment, or supplement to this Agreement must be made in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the commencement date indicated.

**Wellspring Family Services EAP  
d.b.a. Wellspring EAP**

**Highline Water District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Laura McMillan \_\_\_\_\_

Name: JEREMY DELMAR \_\_\_\_\_

VP of Operations, Employee Support  
Title: Services \_\_\_\_\_

Title: GENERAL MANAGER \_\_\_\_\_

Date: \_\_\_\_\_

Date: 7/26/22 \_\_\_\_\_



**Schedule 1****Highline Water District**

<p><b>Core Services</b></p> <ul style="list-style-type: none"><li>• Telephonic Consultation Services<ul style="list-style-type: none"><li>○ Client Resources &amp; Referral</li><li>○ Management Consultations</li><li>○ Crisis Triage</li></ul></li><li>• Program Administration</li><li>• Employee and Supervisor Orientations</li><li>• Employee &amp; Supervisor Web Services</li><li>• Work-life Consultation, Resources and Referral<ul style="list-style-type: none"><li>○ Childcare/Parenting</li><li>○ Older Adult &amp; Eldercare</li><li>○ Daily Living</li><li>○ Legal</li><li>○ Financial</li><li>○ ID Theft</li></ul></li></ul> <p><b>Assessment and Counseling Services</b></p> <ul style="list-style-type: none"><li>• Up to <b>eight (8)</b> Problem Assessment visits, per Eligible Client per unrelated Issue per Year<ul style="list-style-type: none"><li>○ Face-to-face, video, telephonic, asynchronous text and live chat modalities included</li></ul></li></ul>	<p style="text-align: center;"><b>\$3.81</b> <b>Per Employee Per Month</b></p>
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**Additional Services Not Included in PEPM**

<b>Additional Supervisor Directed/Mandatory Referral Support</b>	<b>\$350.00 Per Case</b>
<b>Additional Management Services</b>	<b>\$225.00-\$550.00 Per Hour, Plus Expenses</b> <i>(fees are assessed for late cancellation)</i>
<b>On-site Grief &amp; Trauma Support</b>	<b>\$225.00 Per Hour, Plus Expenses</b> <i>(additional fees apply for on-site support outside of regular business hours or on weekends, or for late cancellation)</i>
<b>DOT/SAP (Substance Abuse Professional) Assessment Services</b>	<b>\$600.00 Per Case</b>
<b>DOT/SAP Monitoring Services</b>	<b>\$500.00 Annually, Per Case</b>