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HIAWATHA FIRE-RESCUE

MEMORANDUM

TO: HONORABLE MAYOR, HIAWATHA CITY COUNCIL

FROM: MIKE NESSLAGE, FIRE CHIEF

SUBJECT: MODIFIED EAP AGREEMENT

DATE: 4/26/2019

Before you on the agenda is a resolution authorizing us to enter into an agreement with Mercy for Employee Assistance Programming for volunteer firefighters.

In February of 2017 you approved a previous agreement with Mercy. In that agreement pricing was based off of an annual fee of $300 plus a per event cost of $80 an hour. With the previous contract I estimated the cost at $1000 a year. Mercy has changed the way they are billing for services for their EAP. The new fee is a "Capitated" fee where we pay a fee of $1.62 per employee, per month. Using the number of 50 members that equals $81 a month or $972 a year. There is no other per event or visit charges after that. Besides counseling, other services include debriefings, training, and materials.

Firefighting and Emergency Medical work is not only physically strenuous, but psychologically demanding. In addition to the everyday stressors of life, those who respond to life-threatening situations compound those stresses. As an industry, the fire service is seeing a chilling increase in the number of suicides. Our members have experienced emotional issues that were exasperated by the stressors of being a first responder, and several report being in counseling.

There is increasing focus on providing emergency responders with access to mental health services. Firefighter Life Safety Initiative 13 states "*...firefighters and EMS professionals and their families must have the resources to deal with the various complications that their jobs can bring to their lives, especially issues regarding emotional and psychological stress. They must also have help available to deal with the problems in living that all of us sometimes face, regardless of the work we do, especially regarding family, finances or even drug and alcohol issues. Health and safety standards (like the NFPA 1500 Standard on Firefighter Health and Safety) require that assistance programs be made available to ensure that such services are there when needed.*"

We are working on a multi-faceted approach that includes access to EAP and mental health services, peer support, and a Chaplaincy Program. We are meeting with representatives from St. Elizabeth Ann Seaton Church regarding our Chaplain program, and of course we are asking you to reapprove this contract.

Our ultimate goal is to protect the health and safety of the people in the community. Providing adequate mental health support to our members is a component of doing that. If you have any questions, please let me know.

EMPLOYEE ASSISTANCE PROGRAM
CAPITATED FEE AGREEMENT

THIS CAPITATED FEE Agreement ("Agreement") is made and entered into this 1st day of March, 2019 **("Effective Date")**, by and between Mercy Medical Center, Cedar Rapids, Iowa, an Iowa non-profit corporation (through its Employee Assistance Program "EAP") and Hiawatha Fire Department, 101 Emmons St., Hiawatha, IA 52233 ("Employer").

WHEREAS, EAP operates a program designed to assist employees and their families with problems that are affecting their job performance and/or their personal lives, and

WHEREAS, Employer desires to provide an employee assistance program to its employees and their dependents.

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties to the agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

I. EAP Duties:

A. Administer a "broad brush" employee assistance program as described herein and make it available to Employer's employees and their dependents.

B. Provide initial training to Employer's supervisors and subsequent training, if desired by Employer, on mutually agreed upon topics.

C. Provide initial employee orientation to Employer's employees regarding EAP services available to them and their dependents and subsequent orientation sessions if desired by Employer.

D. Make presentations to Employer's employees on topics associated with EAP services, such as substance abuse, marital and family dysfunction, emotional distress, financial problems, stress management and workplace violence, as desired by Employer.

E. Make the following EAP promotional materials available to Employer's employees and their dependents:
   1. Brochures
   2. The "Mercy Touch" news magazine
   3. Posters
   4. Magnets

F. Provide EAP Counseling services as follows for Employer's employees and their dependents:
   1. Intake, assessment and problem-solving for a wide range of personal problems.
   2. Up to three (3) one-hour counseling sessions per employee family per calendar year.
   3. Referral to appropriate human service agencies and treatment centers when necessary.
   4. Follow-up counseling services to assist the employee with reintegration back into the work setting.
   5. Supervisor consultation.

G. Maintain an office external to Employer available for counseling services.

H. Provide quarterly year-to-date utilization reports that will include the following statistics:
   1. Demographic data
   2. Client Status data
   3. Client Outcome data

I. Send monthly statements to Employer specifying amounts owed by Employer to EAP for services provided as set forth above.

II. Employer Duties:

A. Communicate the availability of EAP to its employees.

B. Provide access to aggregate personnel and benefit information to EAP.

C. Appoint a staff person to serve as formal liaison with EAP.

D. Provide a monthly employee count to EAP no later than the 10th of each month specifying the number of employees employed by Employer as of the 1st day of that month.

E. Pay EAP a fee equal to $1.62 per employee employed by Employer as of the 1st day of each month. This fee covers employees and their dependents and all services provided by EAP during the month.

F. Remit payment in full to EAP within thirty (30) days of receipt of a statement from EAP.

III. Term and Termination:

A. This Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect for one (1) year (the "initial term"). This Agreement may be renewed for additional one (1) year terms upon mutual prior written agreement of the parties.

B. This Agreement may be terminated as follows:

   1. This Agreement may be terminated at any time for any reason upon the mutual agreement of the parties.

2. Either party may terminate this Agreement for any reason by giving the other party at least ninety (90) days prior written notice of the terminating party's intention to terminate the Agreement.

3. Either party may immediately terminate this Agreement by written notice to the other party and may regard the other party as in default of this Agreement if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the insolvent party shall immediately notify the other party of its occurrence.

4. EAP may immediately terminate this Agreement in the event EAP determines that Employer has breached a material term of this Agreement as provided under the HIPAA Privacy Regulations at 45 CFR §164.504(3)(2)(iii).

IV. Relationship of the Parties:

A. EAP and Employer shall set up compatible procedures to implement and administer the Agreement.

B. The parties to this Agreement are independent contractors. None of the provisions of this Agreement are intended to create or shall be construed to create, an employment relationship, agency, partnership, joint venture, corporation or any other relationship between the parties other than that of independent parties, contracting hereunder solely for the purpose of implementing the provisions of this Agreement. Accordingly, none of the parties hereto, nor any of their respective employees or agents, is, or by reason of the provisions hereof, shall be, deemed to be the agent, employee or representative of any other party. EAP and Employer maintain separate and independent management and each has full, complete, absolute and sole authority and responsibility regarding their own separate organizations and operations.

V. Disclosure of Information:

A. EAP shall not disclose any medical, financial, or personal information about any of Employer's employees or their dependents without prior authorization from the employee/dependent, except as otherwise permitted or required by law.

B. If and to the extent required by Section 1395x(v)(1) of Title 42 of the United States Code, until the expiration of four years after the termination of this Agreement, the parties shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records of the parties as are necessary to certify the nature and extent of the costs of the services provided under this Agreement. The parties agree that, in the event they carry out any of their duties under this Agreement through a subcontract with a value or cost of $10,000 or more over a 12-month period with a related organization, such contract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon

written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of the parties as are necessary to certify the nature and extent of such costs. The parties' obligations hereunder shall survive termination of this Agreement.

VI. General Provisions:

A. ***Iowa Law Applies.*** This Agreement shall be construed, and all of the rights, powers, and liabilities of the parties hereunder shall be determined, in accordance with the laws of the State of Iowa.

B. ***Law Supersedes Agreement.*** Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement.

C. ***Severability.*** If any provision or clause of this Agreement or application thereof to any person or circumstances is held invalid or unlawful, such invalidity or unlawfulness shall not affect any other provision or clause of this Agreement or application thereof which can be given effect without the invalid or unlawful provision, clause or application.

D. ***Remedies.*** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Every power and remedy given by this Agreement to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.

E. ***Waiver.*** No delay or omission of either party to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event or default or acquiescence therein. Furthermore, any such delay or omission by either party in relation to a breach of any provision of this Agreement by the other shall not be construed as a waiver of any subsequent breach.

F. ***Assignment.*** All rights and obligations under this Agreement shall be personal to each party and shall not be assigned or otherwise disposed of by either party without prior written approval of the other party. Subject to the foregoing limitation upon assignment, the rights and obligations under this Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their heirs, executors, administrators, successors and assigns.

G. ***No Third Party Beneficiaries.*** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

H. ***No Construction Against Drafting Party.*** The parties acknowledge that each of them and their counsel have had an opportunity to review this Agreement and that this Agreement will not be construed against EAP merely because EAP has prepared it.

I. ***Entire Agreement.*** This Agreement contains the entire understanding between the parties. This Agreement shall supersede all prior agreements, writings and discussions between the parties regarding the provision of EAP services to Employer.

J. ***Amendments.*** No changes, modifications, or alterations of any of the terms and provisions contained in this Agreement shall be effective unless changed, modified or altered in writing and signed by both parties hereto.

K. ***Counterparts.*** This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed and entered into this agreement as of the day and year set forth above.

EAP:	**EMPLOYER:**
_____	_____
Ann B. Alliger, Director of Behavioral Services	Hiawatha Fire Department, Title
_____	_____
Date	Date

RESOLUTION NO. 19-
City Council

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE HIAWATHA FIRE DEPARTMENT AND MERCY MEDICAL CENTER FOR RENEWAL OF THE EMPLOYEE ASSISTANCE PROGRAM FOR THE VOLUNTEERS OF THE HIAWATHA FIRE DEPARTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA, that the Mayor is hereby authorized to sign the Agreement between the Hiawatha Fire Department and Mercy Medical Center renewing an Employee Assistance Program for volunteers of the Hiawatha Fire Department (see attached agreement Exhibit A).

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 1st day of May, 2019.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kari Graber, City Clerk