

This Agreement is between **Sutter Health, a California non-profit public benefit corporation, dba Sutter EAP (“EAP”)**, having its place of business at 1014 North Market Blvd., Suite 45, Sacramento, CA 95834, 800-477-2258 and **Sylvan School District (EMPLOYER)** effective as of **January 1, 2019 through December 31, 2023.**

A. Statement of Service:

Sutter EAP is an Employee assistance program that provides assessment and referral, for personal problems that may adversely affect Employee performance. The EAP also provides supervisor/management training and consultation, organizational consultation, and Employee education opportunities dealing with personal well-being and peak job performance. The EAP benefit is extended to the Employee's Eligible Dependents.

B. EAP and EMPLOYER agree as follows:

I. DEFINITIONS

- 1.1 “Employee” shall mean an individual employed by EMPLOYER for whom the EMPLOYER pays agreed upon fees and identifies to the EAP as eligible for benefits described in this Agreement.
- 1.2 “Eligible Dependent” shall mean an Employee's spouse, domestic partner and Employee's unmarried dependent children up to age 26.
- 1.3 “Session” means any in person or telephone consultation, with a licensed Sutter EAP contracted provider, in connection with an Employee's or Eligible Dependent's health, mental health, alcohol or substance abuse problems, excluding a consultation that occurs in an acute emergency situation, a consultation after referral for motivation or re-referral or a consultation due to a management, state licensing agency or union request for information or assessment regarding work performance issues. This time length of a Session will be up to fifty (50) minutes. The remainder of the hour is allotted for session closure and scheduling of the next appointment.

1.4 "Critical Incident Response" is requested by an EMPLOYER'S authorized official to help a group of Employees who experience a traumatic event in the line of duty. This will not reduce the individual Employee's authorized sessions.

1.5 "No-show" means an Employee or Eligible Dependent misses a scheduled appointment; this includes short-notice cancellation less than 24 hours prior to an appointment. No-shows count as an EAP session.

## II EMPLOYER'S RESPONSIBILITIES

### 2.1 Publicity

EMPLOYER is primarily responsible for publicizing this benefit and educating eligible parties about the EAP in order to assure program acceptance and use. This may include mailing material provided by the EAP to Employees/Eligible Dependents as well as publicity in EMPLOYER newsletters.

### 2.2 Eligible Employee Identification

EMPLOYER shall provide a list of eligible Employees 5 business days prior to the beginning of the upcoming month and send an updated list whenever significant personnel changes occur. This list will be used for eligibility and billing. The EAP will provide service only to Employees on this list and their Eligible Dependents.

### 2.3 Implementation

EMPLOYER shall inform EAP of specific policies/procedures for implementing the EAP program. EMPLOYER may purchase optional EAP consultation services (Para.7.2)

## III EAP RESPONSIBILITIES

### 3.1 Sessions

- a. Employee/Eligible Dependent requests for appointments require no EMPLOYER authorization process that would compromise confidentiality. Eligible Dependents may use the benefit without informing/getting permission from their Employee sponsor.
- b. Sessions will be provided by EAP licensed staff and licensed contracted providers. In addition, the EAP provides 24-hours per day answering service. Note: The EAP is not a crisis or emergency hotline service for which 911 or suicide prevention is most appropriate.

### 3.2 Program Information

Upon initiation, EAP shall provide EMPLOYER with wallet cards, employee orientation brochures and posters. During the contract year, the EAP will provide these materials to maintain awareness of EAP services.

### 3.3 Reports and Confidentiality

EAP shall provide EMPLOYER with quarterly utilization reports. These reports will not contain any Employee identification or confidential information. It is specifically understood and agreed that confidential information will not be disclosed to EMPLOYER. The EAP is legally obligated to disclose threats of suicide or homicide and any information about child or elder abuse to the appropriate regulatory agency.

## IV TERM AND TERMINATION

### 4.1 Term

This Agreement takes effect on **January 1, 2019** and shall be for a period of **five (5) years, therefore ending on December 31, 2023**. Fees are subject to change upon renewal.

### 4.2 Termination

Either party may terminate this Agreement after giving thirty (30) days advance written notice of intent to terminate to the other party.

## V PROVISIONS OF SERVICE

5.1 The EAP will work with eligible Employees/Eligible Dependents to accommodate their needs and preferences in selection of an appropriate provider.

5.2 Employees/Eligible Dependent who request services beyond the scope of this Agreement will be advised of additional resources available. These resources will include community programs as well as programs affiliated with the Sutter Health System. Selection is open to the client.

5.3 Neither EMPLOYER nor EAP will be held responsible for any service beyond the EMPLOYER-paid benefits stated in this Agreement. Employees/Eligible Dependents who elect to continue services beyond those provided by EMPLOYER within Section 7 are personally responsible for any/all such fees they incur.

5.4 No Employee or his or her Eligible Dependent, directly or indirectly will pay any prepaid or periodic charge under this Agreement or pay any co-payment fee or other charge for any service rendered under this Agreement in connection with a health, mental health, alcohol or substance abuse problem.

VI GENERAL PROVISIONS

6.1 Independent Contractor

In its performance of this Agreement, the EAP is at all times an independent contractor. Neither party is an agent, employee, partner, or joint venture of or with the other.

6.2 Individual Termination Benefit

If the Employee leaves the employ of EMPLOYER for any reason, including retirement, Employee/Eligible Dependent's eligibility is terminated at the end of the month in which they are terminated unless otherwise instructed by EMPLOYER.

6.3 Responsibility of Employees/Eligible Dependents

Employees and Eligible Dependents have an obligation to cooperate with the EAP to receive services. EAP Provider may refuse to continue providing services to Employees or Eligible Dependents who repeatedly miss appointments or who otherwise refuse to cooperate to such an extent that assistance is prevented. Cancellations must be made 24 business hours in advance or they will be charged as no-shows.

6.4 Notices

Notices required by this Agreement shall be in writing and shall be deemed given at the time personally delivered, or postmarked. Address of the party to whom notice is given is as follows:

**IF TO EAP**

**Diane Dufford, LCSW  
Director  
Sutter EAP  
P.O. Box 163149  
Sacramento, CA 95816-3149  
(800) 477-2258**

**IF TO EMPLOYER**

**Didi Peterson  
Asst. Superintendent HR  
605 Sylvan Ave.  
Modesto, CA. 95350  
(209) 574- 5000**

6.5 Attorney's Fees

In the event of any arbitration or litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

## 6.6 Entire Agreement Modification

This Agreement contains the entire Agreement of the parties, and supersedes all prior Agreements and understandings, whether written or otherwise between the parties relating to the subject matter. It may be amended only in writing, signed by both parties. This Agreement shall be construed under the laws of the State of California.

## VII SCHEDULE OF SERVICES AND FEES

### 7.1 Payment for EAP services will be made to:

**Sutter EAP  
Attn: 1<sup>st</sup> Floor – Insurance Accounting  
2200 River Plaza Dr., RP #137E  
Sacramento, CA 95833**

**A fee of \$2.00 per employee per month will provide the following services:**

**Six (6) sessions (not to exceed three per six months)** per contract year for each eligible Employee and Eligible Dependent towards referrals to licensed therapists plus unlimited use of Work/Life Program Resources.

This fee, in addition to stated sessions, encompasses the following services:

**Four (4) one hour workshop/training sessions per year**

**Unlimited use of Critical Incident Response services**

24 hour 800 number phone access – (800) 477-2258

Comprehensive assessment to determine existence, nature, and extent of problem area(s)

Matching of client's needs to a licensed therapist

Referral, guidance, and coordination of professional and self-help resources for troubled Employees and their Eligible Dependents.

Group Employee orientations/explanations of the EAP benefit and features

Telephonic consultation to managers/supervisors regarding approaching and dealing with troubled workers and crisis situations.

Awareness/promotion materials outlining services and access procedures (brochures, cards, flyers, posters, self-help handouts, etc.)

Quarterly utilization and tracking reports (to assure confidentiality, client identifying information is not included)

Mail, compile, evaluate and report client satisfaction questionnaires

Interaction with EAP Account Representative to discuss promoting the EAP benefit, address concerns, participation in health/benefit fairs and coordination of special events.

**7.2 Consultant Services**

These optional services may be requested in addition to the basic EAP services specified above. Fees will be due upon completion of each additional service.

Workshops	\$190.00 per hour
On-site Interventions	\$190.00 per hour

\*Additional fees for travel time may apply

Executed in duplicate originals, effective as of the date written above.

SUTTER EAP

EMPLOYER REPRESENTATIVE

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

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

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

Tracy Messineo  
Sutter Health V.P. Total Health &  
Productivity Management

Name: Didi Peterson  
Title: Asst. Superintendent HR