

MAZZITTI & SULLIVAN EAP SERVICES

AGREEMENT REGARDING EMPLOYEE ASSISTANCE PROGRAM SERVICES

BACKGROUND

Mazzitti & Sullivan EAP Services has developed a comprehensive Employee Assistance Program (EAP) that will be available to all **MANHEIM TOWNSHIP SCHOOL DISTRICT** employees and their immediate family members (spouse and dependent children).

The Employee Assistance Program has been established as an evaluation and referral type program run through a Central Administrative Office.

AGREEMENT

This Agreement is made effective October 1, 2014, by and between **MANHEIM TOWNSHIP SCHOOL DISTRICT** (the plan sponsor), a business entity with an office and principal place of business at 450A Candlewyck Road, Lancaster, PA 17606 and Mazzitti & Sullivan EAP Services (herein referred to as Mazzitti & Sullivan) with an office situated at 3207 North Front Street, Harrisburg, Pennsylvania 17110.

Whereas, **MANHEIM TOWNSHIP SCHOOL DISTRICT** is desirous of providing a program for its employees and their immediate family members, whereby said employees and their immediate family members may have access to assistance with problems affecting their quality of life; and

Whereas, Mazzitti & Sullivan provides a comprehensive employee assistance program of professional evaluation and referral services; and

Whereas, Mazzitti & Sullivan has agreed to provide its comprehensive employee assistance program for the benefit of **MANHEIM TOWNSHIP SCHOOL DISTRICT** employees and their family members;

Now therefore, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, it is agreed as follows:

DEFINITIONS: As used in this Agreement:

1. "Employee" shall mean all individuals employed by **MANHEIM TOWNSHIP SCHOOL DISTRICT** on a full-time or part-time basis.
2. "Family Members" shall mean the spouse of a **MANHEIM TOWNSHIP SCHOOL DISTRICT** employee, the dependent child of a **MANHEIM TOWNSHIP SCHOOL DISTRICT** employee related by blood or marriage, and any other family members residing in the **MANHEIM TOWNSHIP SCHOOL DISTRICT** employee's home. Dependent children enrolled in post-secondary educational programs are covered through age 26.

In establishing the guidelines for the EAP, Mazzitti & Sullivan will utilize existing **MANHEIM TOWNSHIP SCHOOL DISTRICT** personnel policies on substance abuse and mental illness issues and incorporate this into the EAP program policy.

E. Program Publicity and Promotion

For an EAP to be successful, it must be understood and accepted by those it is intended to serve. Mazzitti & Sullivan in cooperation with designated **MANHEIM TOWNSHIP SCHOOL DISTRICT** personnel will develop a program of publicity and promotion utilizing a variety of materials and approaches. These may include, but are not limited to the following:

(1) pay check stuffers, (2) posters, (3) newsletter articles, (4) brochures, (5) direct mailings to employee's home, (6) information/orientation meetings with employees by Mazzitti & Sullivan staff.

F. EAP Supervisor Training

Management personnel selected by **MANHEIM TOWNSHIP SCHOOL DISTRICT** administration will be trained in depth on EAP policy and procedure; the effects of personal problems on individuals and their families; and how to serve as an effective advocate for the EAP and liaison for assisting employees in accessing the system. Training may be administered by Mazzitti & Sullivan utilizing (1) lectures, (2) role-play exercises, (3) written materials designed to reinforce the learning process, (4) questions and comments. Supervisors will be trained along with or in lieu of Supervisory/ Management staff. Mazzitti & Sullivan will provide one supervisory training presentation for each twenty-five identified supervisors/managers. Mazzitti & Sullivan may also provide the training materials to **MANHEIM TOWNSHIP SCHOOL DISTRICT** so that the Human Resource department can present this information on its own.

G. Employee Orientations

Mazzitti & Sullivan will conduct one employee orientation workshop (one half-hour each) for each fifty covered employees of **MANHEIM TOWNSHIP SCHOOL DISTRICT** if attendance at the sessions is mandatory. Mazzitti & Sullivan will conduct one employee orientation workshop (one half-hour each) for each seventy-five covered employees of **MANHEIM TOWNSHIP SCHOOL DISTRICT** if attendance at the sessions is voluntary.

B. Accessibility

Mazzitti & Sullivan EAP Services will provide a toll-free national (800) telephone number for supervisors, employees and their families to use 24 hours a day, 7 days a week to answer questions and help employees to utilize the Employee Assistance Program.

C. Confidentiality

All activities conducted by Mazzitti and Sullivan EAP Services follow the strictest confidentiality standards as designated by state and federal laws. This includes Public Law 92.255 as implemented by Federal Regulation 40FR27802, July 1, 1985 and by s/s 4 and s/s 8 of 222263 (P.L. 221) 71PS1690.101, as well as the federally mandated HIPAA regulations. No information will be released to any source without the completion of a signed release of information form. We maintain all EAP records for a minimum of four years.

PROGRAM SERVICES INCLUDED IN FEE

This program design allows the employee/family member to successfully resolve most problems presented to the EAP through the EAP services. The accessibility of this program design eliminates a major barrier to employees getting necessary treatment or help. It also increases the percentage of successful problem resolution, reduces red tape, and protects confidentiality.

Program Administration included

1. Technical Assistance
2. Policy Support and Development
3. Account Management
4. Follow Up and Performance Reports

Evaluation and Referral Services included

1. Each employee and/or covered family member is entitled to up to 3 sessions with the EAP counselor each time they access services through the EAP. There must be at least a two-month break in service before the employee and/or covered family member can access EAP for additional help.

Program Publicity: Development, Promotion and Distribution included

Annual EAP Supervisory Training included

Annual Employee Orientations included

Four Hours of On-Site Services included

SUBSTANCE ABUSE PROFESSIONAL SERVICES

Mazzitti & Sullivan can arrange Substance Abuse Professional (SAP) evaluation services as defined in 49 CFR Part 382 US DOT regulations. The SAP will meet the criteria specified in the US DOT regulation and be credentialed by Mazzitti & Sullivan using the same system and criteria that we have established for our network evaluators. The SAP will evaluate all employee drug or alcohol referrals both voluntary and non-voluntary. The SAP will communicate the results of the evaluation and any recommendations for treatment to the employer's designated representative. It will be the responsibility of the SAP to provide case management services for these patients while they are actively participating in any recommended treatment program. With appropriate releases of information, the SAP will communicate with treatment and aftercare providers to ascertain the patient's treatment progress, status and compliance. The SAP will determine the patient's ability to return to work in a CDL or safety sensitive job position. The SAP will also recommend a follow-up drug testing schedule for the patient, which conforms to US DOT guidelines. The SAP will communicate completion/ termination of treatment, results of the return to work evaluation and the recommended follow-up testing schedule to the county's designated representative. Case management services provided by the SAP are in addition to regular case management services provided by Mazzitti & Sullivan EAP staff.

The cost for Department of Transportation evaluations by a qualified Substance Abuse Professional (SAP) is not covered by this agreement. Fees for SAP services are usually paid by the affected employee.

PAYMENT

As consideration for the services rendered to **MANHEIM TOWNSHIP SCHOOL DISTRICT** by Mazzitti & Sullivan as set forth in this Agreement, **MANHEIM TOWNSHIP SCHOOL DISTRICT** agrees to pay Mazzitti & Sullivan \$14.88 dollars per covered employee per contract year. Under this Agreement, employees and their immediate family members will be covered by EAP. Said sum shall be paid as follows: **on a quarterly basis**. Mazzitti & Sullivan reserves the right to re-open the fee schedule each year by giving sixty days notice in writing to **MANHEIM TOWNSHIP SCHOOL DISTRICT** prior to the end of the contract year.

TERM

This Agreement shall be for a term of one year, commencing on October 1, 2014 and ending on September 30, 2015. This contract will automatically be renewed year to year unless either party terminates this Agreement by giving sixty (60) days written notice to the other party prior to the termination date. In the event that this Agreement is terminated, **MANHEIM TOWNSHIP SCHOOL DISTRICT** shall be obligated to pay Mazzitti and Sullivan only for those months in which services were rendered.

SUCCESSORS

This Agreement shall be binding upon and shall insure to the benefit of the parties, their legal representatives and successors.

ASSIGNMENT

This Agreement and all rights under it shall be assignable by either party only with the written consent of the other party.

GOVERNING LAW

The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, the construction of the terms, and the interpretation of the rights, duties, and obligations of the parties.

INVALID PROVISIONS

If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed inoperative, unenforceable, or invalid as applied to any particular case, or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case, or of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

CAPTIONS

The captions of this Agreement are for convenience only and do not limit or amplify the terms, covenants, and conditions of this Agreement.

IN WITNESS WHEREOF

The parties have executed this Agreement as of the date first above written.

WITNESS:

**MANHEIM TOWNSHIP SCHOOL
DISTRICT**

BY: _____

WITNESS:

MAZZITTI & SULLIVAN EAP SERVICES

BY: _____