

MAZZITTI & SULLIVAN EAP SERVICES

AGREEMENT REGARDING EMPLOYEE ASSISTANCE PROGRAM SERVICES

BACKGROUND

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

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, 2016, by and between **MANHEIM TOWNSHIP SCHOOL DISTRICT** (the plan sponsor), with an office and principal place of business at 450A Candlewyck Rd, Lancaster, PA 17606 and Mazzitti and 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 family/household members, whereby said employees and their family/household 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/household 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 any individual employed by **MANHEIM TOWNSHIP SCHOOL DISTRICT** on a full-time or part-time basis.
2. "Family/Household 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 individual residing in the **MANHEIM TOWNSHIP SCHOOL DISTRICT** employee's home. Dependent children living outside the home are covered through age 26.

BASIC EMPLOYEE ASSISTANCE PROGRAM SERVICES

Mazzitti & Sullivan will offer the following services:

A. Direct Services

Evaluations and/or short-term counseling will be provided for employees and family/household members at our offices located near the work site or home. Each person covered by the EAP is entitled to evaluation and referral services for each occurrence of any problem listed below:

Drug and alcohol, emotional/personal, health related, family/marital, financial difficulties, legal issues, vocational, and other problems considered on a case-by-case basis.

B. Referred Services

Should resolution of the employee/family/household members presenting problems require more extensive treatment than can be offered through the evaluation/short term counseling segment of the program, employee/family/household members will be referred to qualified specialists offering the following services:

- (1) individual therapy, (2) couples counseling, (3) group counseling, (4) substance abuse (detoxification, inpatient rehabilitation, intensive outpatient, low-level outpatient, group therapy, aftercare, and self-help), (5) family therapy, (6) psychological evaluations, testing, and treatment (inpatient, outpatient and partial residential), (7) financial counseling, (8) vocational counseling, (9) stress management, (10) planned interventions, (11) legal assistance, and (12) referral to qualified service providers and treatment centers for other significant issues and problems.

C. Program Administration

Mazzitti and Sullivan will set up and administer all aspects of the EAP. All records and files, resources and statistical information will be maintained in our Harrisburg Office. Case management and employee/client follow-up will be performed to help insure the appropriateness and quality of treatment and measure program success.

D. Program Set-Up

1. Mazzitti and Sullivan will provide technical assistance in the following areas:
 - a. EAP policy development
 - b. Establishment of EAP goals and objectives
 - c. Establishment of time frames for achieving goals and objectives
 - d. Enlistment of management support for the EAP, its goals and objectives.

In establishing the guidelines for the EAP, Mazzitti and 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 and 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) paycheck stuffers, (2) posters, (3) newsletter articles, (4) brochures, (5) direct mailings to employee's home, (6) information/orientation meetings with employees by Mazzitti and Sullivan staff.

F. EAP Supervisor Training

Management personnel selected by **MANHEIM TOWNSHIP SCHOOL DISTRICT** management 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 and Sullivan utilizing (1) lectures, (2) film presentations, (3) experiential (role play) exercises, (4) written materials designed to reinforce the learning process, (5) questions and comments. Mazzitti & Sullivan will provide one supervisory training presentation for each twenty-five identified supervisors/managers. Mazzitti & Sullivan will, upon request, also provide the training materials to **MANHEIM TOWNSHIP SCHOOL DISTRICT** so that HR/management can present this information on its own, in addition to the on-site Supervisor Training.

G. Employee Orientations

Mazzitti and 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.

SERVICE DELIVERY

The EAP is designed to help employees with a range of problems affecting their lives and job performance. To insure that employees and their families/household members receive the highest quality and most appropriate services, Mazzitti and Sullivan EAP Services uses a comprehensive network of professionals and treatment centers. We believe that no single service provider is appropriate in all cases. Each client's case is considered on its own merit and each client is given a choice of appropriate treatment options. Personal, family, financial and other considerations are weighted in making recommendations for treatment. All treatment centers and service providers are state licensed or accredited, and each has been credentialed by our staff to meet our strict standards for quality service.

To insure program continuity, Mazzitti and Sullivan will utilize service providers with whom **MANHEIM TOWNSHIP SCHOOL DISTRICT** has existing working relationships.

Note on Service Delivery:

The EAP is not intended to replace the employee/family/household member's health insurance plan. Any employee or family/household member that has an established treatment relationship with a therapist is encouraged to continue and finish that course of therapy before accessing the EAP for assistance. The EAP does not pay for sessions with a therapist unless they were initiated by an EAP evaluation through Mazzitti & Sullivan. Also, Mazzitti & Sullivan will not pay for any services delivered after the termination date of this contract.

PROGRAM ACCESS

A. Referrals Procedure

The Process used in making a referral to the EAP will come in several forms:

1. HR / Supervisor Referral – Referral made by Human Resources or a Supervisor who has been oriented to the EAP process and has a superior working knowledge of EAP process and procedure. HR and Supervisors are advocates and liaisons for the EAP.
2. Self-Referral – Employees who have personal problems that affect everyday life and need help can voluntarily seek help.
3. Family Referral – Family/household members may access the program at any time for help with personal problems.
4. Other Referral – These referrals are recommendations to employees by concerned co-workers who know about personal problems related in confidence, legal or medical professionals, or other referral sources.

B. Accessibility

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

Evaluation and Referral Services	included
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1. Each employee and/or family/household 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 family/household member can access EAP for additional help.

Program Publicity: Development, Promotion and Distribution	included
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Annual EAP Supervisory Training	included
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Annual Employee Orientations	included
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Internet Based Services	included
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4 Hours On-Site Services	included
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INTERNET BASED SERVICES

MANHEIM TOWNSHIP SCHOOL DISTRICT employees and family/household members will have access to www.mseap.com. Employees will be able to view the employee orientation video, review frequently asked questions and have e-mail access to account managers. Supervisors and Managers can download manager mandate paperwork, review available training lists and have e-mail contact with their dedicated account manager.

Each corporate client also has access to the Mazzitti and Sullivan Work/Life Services section of our website. **MANHEIM TOWNSHIP SCHOOL DISTRICT** will be given information so their employees may access this section. Mazzitti and Sullivan EAP Services has developed a comprehensive database of information, links, and articles on many life management topics to help employees better deal with stress and responsibilities of their day to day lives. Specific areas addressed include: Healthy Living, Finance, Education, Grief and many others.

CRITICAL INCIDENT/STRESS MANAGEMENT

Critical Incident Debriefing or Defusing may be utilized in high-risk areas where employees are at risk for cumulative or traumatic stress responses. In most cases, it is important to provide debriefings in a timely fashion. Through a network of credentialed mental health Critical Incident Debriefers located throughout Pennsylvania, debriefers can respond to an incident within hours and sometimes minutes. All debriefers are experienced and credentialed and are certified by the International Critical Incident Stress Foundation. Following debriefings, key individuals receive a report with recommendations for any additional follow-up, including post trauma counseling.

CISD services are priced at \$200.00 per hour. There is a two-hour minimum charge for each response.

TRAINING AND ORGANIZATIONAL DEVELOPMENT

As issues impact upon the work site, Human Resource Directors turn to the Employee Assistance Program for expertise and guidance. The changing face of the workforce has presented challenges for companies that were non-existent 25 years ago. In addition to the EAP supervisor training and employee orientation that Mazzitti and Sullivan offers to companies with whom we contract, Mazzitti and Sullivan has developed an entire training portfolio of programs, seminars, workshops and presentations which would be available to **MANHEIM TOWNSHIP SCHOOL DISTRICT** upon request. This portfolio currently contains more than 70 different topics with new ones being constantly developed. The most common requests are for trainings on the following topics: stress management, drug and alcohol abuse issues, meeting requirements for federal Department of Transportation regulations on drug testing and treatment, information applicable to Drug Free Workplace Act requirements, conflict resolution, team building, and organizational development. ***Costs for training and organizational development are separate from the contract costs. Pricing information for each program is available upon written request or by calling 1-800-543-5080.***

SUBSTANCE ABUSE PROFESSIONAL SERVICES

Mazzitti and 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 and Sullivan as set forth in this Agreement, **MANHEIM TOWNSHIP SCHOOL DISTRICT** agrees to pay Mazzitti and Sullivan \$15.88 dollars per covered employee per contract year. Under this Agreement, employees and their family/household members will be covered by EAP. Said sum shall be paid as follows: **on a quarterly basis**. This rate is guaranteed for the duration of this contract.

TERM

This Agreement shall be for a term of one year, commencing on October 1, 2016 and ending on September 30, 2017. 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.

DEBTS

Aside from the payment set forth in this Agreement, **MANHEIM TOWNSHIP SCHOOL DISTRICT** shall not be held liable for any additional debts incurred by or due and owing Mazzitti and Sullivan, or any organization or entity to which Mazzitti and Sullivan refers an employee or family/household member pursuant to this Agreement. Mazzitti and Sullivan hereby releases, indemnifies, and holds harmless **MANHEIM TOWNSHIP SCHOOL DISTRICT**,

their directors, officers, agents, employees, and family/household members from any and all actions, causes of action, claims and demands, damages, cost, loss of services, expenses and compensation on account of or in any way growing out of any debts incurred or charges made in connection with services rendered, or referrals made, by Mazzitti and Sullivan.

NOTICES

Any notice required to be given under this Agreement shall be by certified mail, return receipt requested, addressed as follows:

MANHEIM TOWNSHIP SCHOOL DISTRICT

Katherine L. Heintzelman, Esquire
Director of Human Resources
MANHEIM TOWNSHIP SCHOOL DISTRICT
450A Candlewyck Road
Lancaster, PA 17606

MAZZITTI AND SULLIVAN

Charles Mazzitti
Mazzitti and Sullivan EAP Services
3207 North Front Street
Harrisburg, PA 17110

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior Agreements, statements of understanding, representations and proposals, written or oral, between the parties, and no supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by parties hereto.

WAIVER

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless it is executed in writing by the party making the waiver.

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 AND SULLIVAN EAP SERVICES

BY: _____