

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 6, 2022  
**PUBLIC HEARING DATE:** NA

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Jonathan P. Killings, Interim Fire Chief, (915) 493-5609  
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** 2 – Set the Standard for a Safe and Secure City

**SUBGOAL:** 2.3 – Increase public safety operational efficiency.

**SUBJECT:**

That the City Manager be authorized to sign a Contract No. 2022-0491R Stress Management for Firefighters between the City of El Paso ("City") and Integrity Employee Assistance, Inc., dba WellConnect for stress management services for the Fire Department employees and employees' dependents for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager, for an estimated total cost of \$240,000.00 for the first term and an estimated total cost of \$400,000.00 including the option to extend; and that service provider is to be paid based on the services performed.

**BACKGROUND / DISCUSSION:**

This is a request from El Paso Fire Department for stress management services for Firefighters. The City of El Paso is required to provide Stress Management to uniformed personnel as set forth in the Collective Bargaining Agreement.

**SELECTION SUMMARY:**

Solicitation was advertised on February 15, 2022 and February 22, 2022. The solicitation was posted on City website on February 15, 2022. The email (Purmail) notification was sent out on February 17, 2022. There was a total of nineteen (19) viewers online; one (1) proposal was received; one (1) from local suppliers. An Inadequate Competition Survey was conducted.

**CONTRACT VARIANCE:**

No contract variance.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

NA

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$240,000.00

Funding Source: 521120-322-1000-22010-P2201

Account: General Funds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  YES  NO

PRIMARY DEPARTMENT: Fire

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:



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Interim Fire Chief Jonathan P. Killings, El Paso Fire Department

**COUNCIL PROJECT FORM  
(RFQ)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **CONSENT** agenda for the Council Meeting of **July 6, 2022**.

**Strategic Goal 2: Set the Standard for a Safe and Secure City**

The linkage to the Strategic Plan is subsection: 2.3 – Increase public safety operational efficiency.

**Award Summary:**

That the City Manager be authorized to sign a Contract No. 2022-0491R Stress Management for Firefighters between the City of El Paso ("City") and Integrity Employee Assistance, Inc., dba WellConnect for stress management services for the Fire Department employees and employees' dependents for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager, for an estimated total cost of \$240,000.00 for the first term and an estimated total cost of \$400,000.00 including the option to extend; and that service provider is to be paid based on the services performed.

**Contract Variance:**

No contract variance.

This is a Request for Qualifications, service contract.

The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to Integrity Employee Assistance, Inc., dba WellConnect, the sole proposer for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*

CITY OF EL PASO RFQ SCORESHEET

PROJECT: 2022-0491R Stress Management for Firefighters

Evaluation of Submittal

	MAX POINTS	Integrity Employee Assistance DBA WellConnect
<b>Factor A - Staff Experience &amp; Qualifications</b>		
	<b>30</b>	<b>26.25</b>
<b>Factor B - Scope of Services</b>		
	<b>25</b>	<b>23.00</b>
<b>Factor C - Accessibility and Availability of Service</b>		
	<b>20</b>	<b>17.67</b>
<b>Factor D - EAP Performance Evaluation</b>		
	<b>5</b>	<b>3.17</b>
<b>Factor E - Experience – Comparable Contracts</b>		
	<b>10</b>	<b>8.33</b>
<b>Factor F - References</b>		
	<b>10</b>	<b>9.33</b>
<b>TOTAL SCORE</b>	<b>100</b>	<b>87.75</b>
<b>Rank</b>		<b>1</b>



**CITY OF EL PASO  
REQUEST FOR QUALIFICATIONS TABULATION FORM**



**Bid Opening Date: March 23, 2021**

**Solicitation #: 2022-0491R**

**Project Name: Stress Management for Firefighters**

**Department: Fire**

<b>BIDDER'S NAME:</b>	<b>LOCATION:</b>	<b>AMENDMENT(S) ACKNOWLEDGED:</b>
Integrity Employee Assistance DBA WellConnect	El Paso, TX	No
<b>RFQs SOLICITED: 20    LOCAL RFQs SOLICITED: 20    RFQs RECEIVED: 1    LOCAL RFQs RECEIVED: 1    NO RFQs: 0</b>		

**NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.**

Approved:           /s/          

Date:   4/25/2022

2022-0491R Stress Management for Firefighters  
Bidders List

LAS PALMAS LIFECARE CENTER  
ATTN: DAVID TURNER  
3333 N. MESA  
EL PASO, TX 79902

ESTHER MONTY LPC  
1600 N LEE TREVINO DRIVE C4  
EL PASO, TX 79936-5164  
915-221-9840

FAMILY SERVICES OF EL PASO  
6040 SURETY DRIVE A  
EL PASO, TX 79905-2044

ABRAHAM J. KATZ, M.D.  
1201 E SCHUSTER AVENUE SUITE 5B  
EL PASO, TX 79902-4676  
915-532-7799

UNIVERSITY MEDICALCENTER OF EL PASO  
ATTN: RANDY JACKSON, DIRECTOR OF  
MATERIAL MGMT  
4815 ALAMEDA, BASEMENT FLOOR  
EL PASO, TX 79905

EMERGENCE HEALTH NETWORK  
ONE SAN JACINTO PLAZA  
201 E MAIN ST, EL PASO, TX 79901  
GENERAL SERVICES: 1-844-225-7254  
PHONE: (915) 887-3410  
FAX: (915) 351-4467

INTEGRITY EMPLOYEE ASSISTANCE  
1600 N LEE TREVINO DRIVE C7  
EL PASO, TX 79936-5164  
915-593-5676

DEBORAH ONTIVEROS  
1600 LEE TREVINO, SUITE C-7  
EL PASO, TX 79936  
915-301-8140

FAMILY SERVICES OF EL PASO  
6040 SURETY DRIVE A  
EL PASO, TX 79905-2044

EL PASO FIRST HEALTH PLANS, INC.  
2501 N. MESA  
EL PASO, TX 79902  
MANGUIANO@EPFIRST.COM

LAS PALMAS & DEL SOL  
1801 N. OREGON STREET  
EL PASO, TX 79902  
JESUS CALDERON  
915-996-0637

EL PASO PSYCHIATRIC CENTER  
4615 ALAMEDA AVENUE  
EL PASO, TX 79905-2702

CONCENTRA MEDICAL CENTERS  
ATTN: RANDAL A. BECKER  
6320 GATEWAY EAST BLVD.  
EL PASO, TX 79905

CENTER FOR EMPLOYEE ASSISTANCE  
2310 MONTANA AVENUE  
EL PASO, TX 79903  
915-544-7980

UNIVERSITY MEDICAL CENTER OF EL PASO  
JESUS MEDRANO DIRECTOR CONTRACT  
MANAGEMENT  
2ND FLOOR ANNEX  
4824 ALBERTA  
EL PASO, TX. 79905

DEL SOL DIAGNOSTIC CENTER  
10420 VISTA DEL SOL  
EL PASO, TX 79925  
915-629-5329

SIERRA PROVIDENCE HEALTH  
NETWORK MANAGED CARE DEPT &  
SIERRA TEEN HEALTH RESOURCE CTR  
MARCELLA VAN HOOVE  
4150 PINNACLE STE. 200  
EL PASO, TEXAS 79902

R. E. MEDICAL ASSOCIATES  
ATTN: CARLOS M. RAMIREZ MD  
6024 AZTECA  
EL PASO, TX 79925

UNIVERSITY MEDICAL CENTER OF EL PASO  
LES C. RANKIN, DIRECTOR BUSINESS  
DEVELOPMENT  
2ND FLOOR ANNEX  
4824 ALBERTA  
EL PASO, TX. 79905

DEL SOL LIFECARE CENTER  
ATTN: DORIS ARCHER  
10712 SAM SNEAD  
EL PASO, TX 79935  
915-595-9000

# RESOLUTION

## BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Contract No. 2022-0491R Stress Management for Firefighters between the City of El Paso ("City") and Integrity Employee Assistance, Inc., dba WellConnect for stress management services for the Fire Department employees and employees' dependents for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager, for an estimated total cost of \$240,000 for the first term and an estimated total cost of \$400,000 including the option to extend; and that service provider is to be paid based on the services performed.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

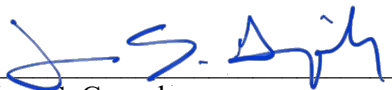
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser, Mayor

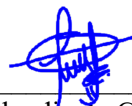
ATTEST:

\_\_\_\_\_  
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Claudia A. Garcia, Interim Director  
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jonathan Killings, Interim Fire Chief  
El Paso Fire Department

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**PROFESSIONAL SERVICE AGREEMENT  
FOR STRESS MANAGEMENT FOR THE  
FIRE DEPARTMENT**

This stress management services agreement (this "*Agreement*") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "*Effective Date*") by and between the City of El Paso, a home rule municipal corporation (the "*City*"), and Integrity Employee Assistance, Inc. dba *WellConnect*, a Texas Company (the "*Company*").

**RECITALS**

**WHEREAS**, the City desires to engage the Company to provide professional stress management services in accordance with all applicable laws and procedures; and

**WHEREAS**, stress management services are considered as professional services pursuant to Chapter 2254 of the Texas Government Code; and

**WHEREAS**, the City selected Company to provide the professional services on the basis of Company's demonstrated competence and qualifications to perform the services for a fair and reasonable price through a request for qualifications 2022-0491R; and

**WHEREAS**, Company is willing and able to perform said stress management services for the Fire Department employees and employees' dependents.

**IN CONSIDERATION** of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION I. TERM.** The effective date of this Agreement is \_\_\_\_\_, 2022 and will remain in effect thereafter for three (3) years from the effective date of this Agreement. The Agreement may be extended administratively by the City Manager for an additional two (2) years pursuant to the same terms and conditions.

**SECTION II. SCOPE OF SERVICES.** The Company hereby agrees to perform the stress management services in accordance with the scope of work and attached herein as *Exhibit A* and incorporated herein by reference on an as needed basis. The scope of services shall be referred to collectively as "*Services*." The Services shall include, but are not limited to, pre-employment and reinstatement psychological exams for the Fire Department. Company shall provide counseling, psychological, and psychiatric service through individuals who are properly Board Certified and licensed by the State of Texas. All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas.



**SECTION III. COMPLETION OF SERVICES.** The Service Provider understands that time is of the essence in completing the Services. Results of the psychological examination shall be reported to the City within two (2) business days upon completion of the examination.

**SECTION IV. NON-EXCLUSIVE AGREEMENT.** This Agreement is non-exclusive. The City shall be entitled to enter into other agreements for the Services with other properly selected individuals or businesses that qualify to provide the Services.

**SECTION V. PRE-REQUISITE TO AGREEMENT.** The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement.

**SECTION VI. LOCATION OF PERFORMANCE.** The Company shall perform the Services in the City and County of El Paso, Texas or such other place(s) as may be necessary to fulfill the terms of this Agreement.

**SECTION VII. REPRESENTATIONS OF THE COMPANY.** The Company represents, warrants, and agrees as follows:

- A. It will comply with all applicable federal, state and local governmental laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B. It shall obtain and pay for all licenses, permits and certificates required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Company warrants that it is duly authorized and licensed to perform its duties hereunder in each jurisdiction in which it will act. It further warrants that its employees, agents and subcontractors shall maintain all required profession licenses during the term of this Agreement. If the Company receives notice from a licensing authority of a suspension or revocation of a license of the Company's employee(s), agent(s) or subcontractor(s), the Company shall immediately remove such employee, agent or subcontractor from performing any further services under this Agreement until such license is reinstated and in good standing. If the Company fails to maintain such licenses or fails to remove any employee, agent or subcontractor who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, in its sole discretion, to immediately terminate this Agreement upon written notice to the Company.
- C. It warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Company for the purpose of securing business. For breach or violation of this warranty, the City shall have the right in addition to any other right or rights to cancel this Agreement without liability and to deduct from the Agreement price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**SECTION VIII. COMPENSATION AND METHOD OF PAYMENT.** The City shall pay the Service Provider for each psychological examination at the rates set forth in the *Proposal Cost* attached hereto as

**Exhibit B.**

It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City Manager and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the El Paso Fire Department Human Resources Division for each month in which Services are performed pursuant to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices, including late fee interest, shall be paid in accordance to Texas Government Code Chapter 2251. Applicants and employees in receipt of the Services shall not be invoiced for the Services.

**SECTION IX. INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service Provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

**SECTION X. MEDICAL RECORDS AND CONFIDENTIALITY OF RECORDS** The Service Provider recognizes that all information and materials received in connection with this Agreement shall be kept in the strictest confidence. All examination records shall be City property for the life of this Agreement. The Service Provider shall keep the records for the life of this Agreement and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. The Service Provider shall follow the Business Associate Agreement which attached hereto and incorporated to this Agreement through *Exhibit C*. Upon termination of this Agreement all records shall be transferred to the City within ten (10) business days of termination at the City's sole expense of such transfer.

**SECTION XI. INSPECTIONS & AUDITS.** The City shall have the right to perform, or cause to be performed: (1) audits of the books and records of the Company; and (2) inspections of all places where work is undertaken in connection with this Agreement. The Company shall be required to keep such books and records available for such purpose for at least five (5) years after its performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

**SECTION XII. OWNERSHIP.** All files and documents generated by Company as a result of its activity under this Agreement shall remain at all times the property of the City.

**SECTION XIII. INSURANCE REQUIREMENTS.** With no intent to limit the Company's liability or the indemnification provisions set forth hereinafter, the Company shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any

extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

**A. INSURANCES**

**1. Worker's Compensation.** A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

**2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance.** The Company shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Company and the Company's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Company or by anyone directly employed by the Company. The minimum limits of liability and coverage shall be as follows:

a) **Commercial General Liability**

**Personal Injury or Death**

\$1,000,000 for each person

\$1,000,000 in the aggregate

**Property Damage**

\$1,000,000 for each occurrence

\$1,000,000 in the aggregate

b) **Vehicle Liability**

**Combined Single Limit**

\$1,000,000 per accident

**B. ERRORS AND OMISSIONS LIABILITY INSURANCE.** The Company shall procure and maintain, at the Company's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Company, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.

**C. FORM OF POLICIES.** The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

**D. ISSUERS OF POLICIES.** The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

**E. INSURED PARTIES.** Each policy, except those for Workers' Compensation and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and

employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

**F. MATERIAL CHANGE IN POLICY(IES).** Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

**H. CANCELLATION.** Each policy must expressly state that it may not be canceled or non-renewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Director by the insurance company. The Company shall also give written notice to the City's Purchasing Director within fifteen (15) days of the date upon which total claims by any party against the Company reduce the aggregate amount of coverage below the amounts required by this Agreement.

**I. DELIVERY OF POLICIES.** The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Company with the City's Purchasing Director prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso  
Purchasing and Strategic Sourcing Department  
Attn: Purchasing Director  
300 N. Campbell  
El Paso, Texas 79901

Notwithstanding the termination notice provisions in this Agreement, the failure of the Company to provide the City's Purchasing Director with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Company entitling the City, upon three (3) days written notice to the Company to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Company, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Company to comply with this requirement shall constitute a default of the Company allowing the City, at its option, to terminate this Agreement as referenced above.

**SECTION XIV. INDEMNIFICATION. THE COMPANY OR ITS INSURER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS ELECTED OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVE, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OF PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THE COMPANY'S ACTIVITIES UNDER THIS AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION AND MEDICAL COST CONTAINMENT,**

INCLUDING ANY ACT OR OMISSION BY THE COMPANY, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL, WITHOUT HOWEVER, WAIVING AND GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON OR ENTITY. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING, OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE COMPANY EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. IN ADDITION, THE COMPANY SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR THE COMPANY KNOWN TO THE COMPANY RELATED TO OR ARISING OUT OF THE COMPANY'S ACTIVITIES UNDER THIS AGREEMENT. THE COMPANY WILL: 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE COMPANY MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE COMPANY WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEFENDED BY THE COMPANY PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY THE COMPANY, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE COMPANY'S PROPERTY FROM ANY CAUSE.

**SECTION XIV. TERMINATION OF AGREEMENT.** This Agreement may be terminated under any one of the following circumstances:

**A. TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by City for convenience upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Company shall cease all services under this Agreement. Upon such termination, the Company shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Company in accordance with this Agreement; however, the City may withhold any payment to the Company for the purpose of set off until such time as the exact amount of damages due the City from the Company is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

**B. TERMINATION FOR DEFAULT:** It is further understood and agreed by the Company and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating

the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Company fails to maintain its licenses, certifications and other standards required to be a qualified Company pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Company for the purpose of set off until such time as the exact amount of damages due the City from the Company is determined.

## **SECTION XV. GENERAL PROVISIONS.**

**A. TIME IS OF THE ESSENCE.** The Company understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

**B. ADVERTISING.** Neither party will advertise or publish, without the other party's consent, the fact that the City has entered into this contract, except to comply with proper requests for information from an authorized representative of the federal, state, or local government.

**C. SUCCESSOR AND ASSIGNS.** The Company shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Company if the Company shall attempt to assign without prior written consent.

**D. VENUE.** For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**E. LEGAL CONSTRUCTION.** Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement require, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or his designee.

**F. COMPLIANCE WITH LAW.** The Company shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

**G. NOTICE.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY:	City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

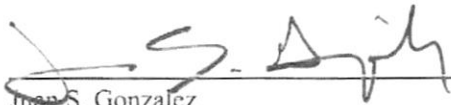
**PROFESSIONAL SERVICE AGREEMENT  
FOR STRESS MANAGEMENT FOR THE  
FIRE DEPARTMENT**

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.


CITY:  
**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney


**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Claudia A. Garcia,  
Interim Director  
Purchasing & Strategic Sourcing

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Jonathan Killings, Interim Fire Chief  
El Paso Fire Department

COMPANY:  
**Integrity EAP, dba WellConnect**

  
\_\_\_\_\_  
Name President  
Title

With Copy to: City of El Paso  
Fire Chief  
416 N. Stanton St. #200 El  
Paso, TX 79901

COMPANY: Integrity Employee Assistance, Inc. dba *WellConnect*,  
Attn: Deborah Onitveros  
1600 Lee Trevino, Suite C-7 El  
Paso, Texas 79936

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

**H. FORCE MAJEURE.** The Company shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

**I. COMPLETE AGREEMENT.** This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement in El Paso, Texas effective as of the first date appearing heretofore.

*[Signature page to follow]*



## EXHIBIT A

### SCOPE OF WORK

#### Scope of Work and Minimum Requirements

The City desires that proposals specifically address each of the items set out below.

#### General

The EAP will assist employees and their family and/or household members with access to a maximum of six (6) covered in-person visits per issue, per person, per fiscal year for the employee and dependents with a licensed counselor for assessment, information, counseling, stress crisis intervention, treatment, evaluation, referral, quality assurance and follow-up services in the areas of drug and alcohol abuse and dependency, mental and behavioral health, and other problems to include addictive behaviors; stress, depression and anxiety; marital/relationship and family issues; child and adolescent problems; elder care concerns; divorce; health concerns; anger management; legal issues; financial difficulties (e.g. debt, gambling, etc.); critical incident stress debriefings (CISD)/critical incident stress management (CISM); post-traumatic stress disorder (PTSD); cumulative stress; domestic and workplace violence; work-related problems to include but not limited to issues such as interpersonal conflicts with coworkers and supervisors, and performance and attendance issues; infectious disease and HIV/AIDS issues; death and grief counseling; and fitness for duty evaluations and recommendations; employee and supervisory training and orientation sessions; program communication and promotion materials; and Substance Abuse Professional Services.

#### Outcomes

The Service Provider shall outline and demonstrate how the EAP can meet the scope of work as outlined in the RFQ.

#### **i. Staff Experience & Qualifications**

##### **1. Minimum Requirements**

- A. Service Provider shall provide counseling services, as necessary, through a counselor who is Board Certified and licensed by the State of Texas.
  1. Counselors should have at least a master's degree in psychology, support, therapy, and/or counseling, or equivalent, as well as clinical experience. In addition, all counselors must be licensed in the State of Texas.
  2. The Service Provider shall provide psychological services, as necessary, through a psychologist licensed by the State of Texas.
  3. The Service Provider shall provide psychiatric services, as necessary, through a psychiatrist who is Board Certified in psychiatry and licensed by the State of Texas.
  
- B. The Service Provider shall:

1. Describe the qualifications of EAP clinicians who conduct assessments and short-term counseling. Describe the experience, qualifications, capabilities, and respective roles. Certification by a recognized Employee Assistance Program body is preferred. Please include curriculum vitae (bios) for each team member.
2. Describe how the EAP clinician(s) will function as a service agent and provide Substance Abuse Professional (SAP) services.
3. Provide the name, credentials, and experience of the individual who would be responsible for coordinating and implementing your EAP.
4. Provide the role and the qualifications of the person who answers the initial call for your telephone access and intake system.
5. Provide the type of personal and behavioral health problems the EAP clinicians may handle.
6. Ensure each counselor has attended a yearly Fire Department orientation session before he or she is allowed to provide counseling to employees or their family members
7. Indicate experience and services for handling critical incidents and violence in the workplace.
8. Describe the roles and responsibilities of various EAP staff that would be involved in servicing and managing the EAP.
9. Provide an organizational chart for those staff involved in EAP, either full- or part-time.
10. Discuss how and when the EAP originated. Briefly describe the ownership structure and organization of the company.
11. Confirm the company has operated as a qualified employee assistance program provider in El Paso for a minimum of 3 years.
12. Provide the professional standards, if any, the EAP adheres to.
13. Enclose verification of professional liability insurance.

## **II. Scope of Services**

### **1. Minimum Requirements**

#### **A. Counseling Services**

Counseling Services will be one-on-one in person or by telephone as necessary, with the firefighter and/or family member.

#### **B. Psychiatric and Psychological Services**

The Service Provider will provide mental/behavioral health assessment and treatment for psychiatric or psychological services.

#### **C. Critical Incident Stress Debriefing (CISD)/Critical Incident Stress Management (CISM)**

The Service Provider must provide the delivery of on-site intervention, critical incident response, and consultation services including Critical Incident Stress Debriefing (CISD)/Critical Incident Stress Management and immediate referrals and follow-up when necessary.

The Service Provider will demonstrate knowledge of the NFPA 1500 A.11.1 (see Attachment B) and provide alternatives to CISD/CISM interventions when warranted.

#### **D. Training and Education**

The Service Provider must participate in the development and delivery of orientation, education, and training programs for new hires, employees, and supervisors. The Service Provider will be responsible for providing all handouts and training materials for attendees as required.

EAP training and education must include personal and work/life topics such as EAP orientations, EAP access and referral processes, supervisory training, drug, and alcohol abuse, stress management, family, health, and financial training as required.

EAP supervisory training will be used to educate supervisors on how to identify troubled employees and how to constructively confront them and refer them to EAP assistance following department policy. Supervisory training will include how to identify alcohol and drug impairment and substance abuse in the workplace as required.

The Service Provider shall provide a minimum of 54 orientation, training, and/or education sessions, ranging from one to four hours in length, per year as required. Classes shall be held on-site at Fire Department facilities as required.

The Service Provider will provide the Department with two monthly newsletter articles that address various topics, one will be directed to the general concerns of the Department's employees, and the other article will address supervisors' concerns. These documents will be emailed to the Fire Department liaison by the 25th of each month.

The Service Provider shall:

1. Provide the minimum qualifications for "face-to-face" EAP assessments and counseling.
2. Describe its ability to offer consultation to supervisors attempting to manage employees with job performance problems caused by unresolved personal or behavioral/medical problems.
3. Describe its ability to offer supervisory training to identify alcohol and drug impairment and substance abuse in the workplace
4. Describe its training program for teaching managers/supervisors on how to conduct job performance-based EAP referrals for marginally performing employees.
5. Describe its organizational consultation services which fall within the role and expertise of an EAP and to support the human resource development efforts of companies.
6. Describe offered workshops to employers that help prevent or mitigate the occurrence of behavioral and organizational health problems. List examples. Discuss any expertise in helping to design policies and programs to address substance abuse, harassment, or aggression in the workplace.

#### E. Peer Support Team

The Service Provider will provide Fire Department Peer Support Team an online monthly continuing education article and a quarterly onsite refresher training course two to four hours in length.

The Service Provider will provide one Peer Support/Critical Incident Management certification course in basic CISM, Advanced CISM, and Peer Support and/or in new

stress management/peer support methodologies annually through a certified vendor as required.

#### F. EAP Communication/Awareness

The EAP shall provide a variety of printed materials (e.g. posters, brochures, and wallet cards), online services, newsletters, and meetings with employees to maximize awareness in the workplace and promote easy access to EAP services and support. The Service Provider will be responsible for the cost of promotional materials supplied to the Fire Department. The Service Provider shall submit the following promotional materials to the Fire Department liaison for approval within thirty (30) days of contract award:

1. Approximately 900 laminated 3 ½" x 2" wallet cards that have the address of the Contractor's facilities, 24-hour telephone answering service number, and services provided; and
2. Approximately 900 brochures (2-color), which will contain information about EAP services and encourage employee self-referrals; and
3. Approximately 50 (50) 16" x 20" laminated color posters promoting the EAP.

The Service Provider shall:

1. Provide a plan for EAP promotion and employee communications. Provide examples of printed communication, if available.

#### G. Fitness for Duty Evaluations

The Service Provider will propose a specific policy, compliant with Section 10.1.5 of NFPA 1500, for evaluation of fitness for duty due to behavioral or substance issues (See Attachment C).

The Service Provider shall:

1. Discuss the EAP's role in helping an employee return to work following an extended episode of intensive treatment.

#### H. Alternative Services

Work-Life Services such as consultation for legal and financial issues, childcare, parenting, adoption, education, and elder cares for daily living, health, and well-being. Other services will include any other health and wellness therapies not considered counseling. This can include massage therapy, acupuncture, tai chi, yoga, meditation, and other similar services. Provide a list of the services offered.

These alternative services shall count toward the maximum number of sessions allowed per problem each fiscal year.

The Service Provider shall describe any specialized EAP counseling services offered (e.g., financial, credit, career, legal).

#### I. Substance Abuse Professional Services

In addition to Employee Assistance Program (EAP) services, the Service Provider will function as a service agent and provide Substance Abuse Professional (SAP) services for all mandatory referrals made by the Fire Chief.

An SAP is (1) a licensed physician (Medical Doctor or Doctor of Osteopathy), or a

licensed or certified psychologist, social worker, or employee assistance professional with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances - related disorders; or (2) an addiction counselor certified by the National Association of Alcoholism and Drug Abuse counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse.

### 1. Role of the SAP in Evaluation, Referral, and Treatment

The SAP is required to:

- a) Have a face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to resolve problems associated with alcohol and/or drug use;
- b) Refer the employee to an appropriate education and/or treatment program;
- c) Conduct a face-to-face follow-up evaluation to determine if an employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;

### 2. SAP's Role and Discretion in Referring Employee for Education and Treatment

- a) Once the SAP determines the level of assistance needed by the employee, the SAP must serve as a referral source to assist the employee's entry into an education and/or treatment program.
- b) The SAP must not require an employee to sign a consent, release, waiver of liability, or indemnification agreement with respect to any part of the drug and alcohol testing process covered, but not limited, to SAP services.

### 3. SAP's Follow-Up Evaluation of an Employee

After the SAP has prescribed assistance, the SAP must re-evaluate the employee to determine if the employee has successfully carried out the education and/or treatment recommendations. This is the SAP's way to gauge for the City of El Paso that the employee demonstrates successful compliance with the education and/or treatment plan and may serve as one of the reasons the City of El Paso decides to return the employee to duty.

The evaluation includes:

- a) Conferring with or obtaining appropriate documentation from the education and/or treatment program professionals where the employee was referred; and
- b) Conducting a face-to-face clinical interview with the employee to determine if the employee demonstrates successful compliance with the SAP's initial evaluation recommendations.

If the SAP determines that an employee has successfully demonstrated

compliance even though the employee has not yet completed the full regimen of education and/or treatment recommended or needs additional assistance, the SAP may recommend the employee for return to duty. The recommendation for additional services must be included in the follow-up evaluation report to Fire Chief or his/her designee for approval. The SAP must continue to monitor the employee's compliance with these recommendations.

The SAP may conduct additional follow-up evaluation(s) if the City of El Paso determines that doing so is consistent with the employee's progress as reported and with City of El Paso policy.

J. Transition Planning and Reporting

- A. The contractor shall provide a transition plan for services that are in progress at the time of change-over from the existing employee assistance provider to a new service provider, if applicable.
- B. Provide a plan for transitioning services that are in process at the expiration or termination of the agreement awarded as a result of this RFQ, as necessary.

### 3.3 Accessibility and Availability of Services

#### Minimum Requirements

- A. The Service Provider will provide one or more off-site facilities for seeing fire department clients; these locations should provide reasonable confidentiality for those appearing for appointments. The Service Provider's facilities shall be located within the City of El Paso.
- B. The EAP Service Provider must provide professional staff coverage and office hours Monday through Friday in accordance with the City's calendar of workdays and holidays. The Service Provider must provide on-call provisions for rapid crisis intervention, emergency coverage, and 24-hour coverage on weekends and holidays.
- C. The Service Provider will also maintain a toll-free telephone number and the necessary trained personnel to conduct an initial assessment on a 24-hour, 365-day per year basis.
- D. The Service Provider shall ensure timely scheduling of initial assessment. Every effort should be made to schedule the initial assessment within 72-hours of the contact with the Service Provider.
- E. The Service Provider must provide online services, including access to services, materials, webcasts, online training, and other related content. This service must be available on a 24-hour, 365-day per year basis.
- F. The Service Provider shall provide a website that has information on the Service Provider and its Employee Assistance Program. The information shall include the following at a minimum:
  - a. Contacts;
  - b. Link to resources;
  - c. Comprehensive program description;
  - d. Message boards composed of individuals with questions and information on health and skill-building issues;

- e. A self-assessment questionnaire designed to give the user an objective appraisal of the scope and severity of their problems, an opportunity for self-exploration, and links to available information and resources;
  - f. Personal plan programs are designed to teach users about a topic or problem area and provide tools that can improve the situation. The program should include information, skill training, demonstrations, online exercises, and homework;
  - g. Library of topical information to provide the user with getting started, quick facts, hints, and answers to frequently asked questions, and resources for assistance.
- G. Additionally, the Service Provider shall maintain an updated accounting of the following information to the Fire Department liaison:
1. List the office locations that the EAP (or parent organization) owns and operates.
  2. List the locations that your EAP contracts with network affiliates and provide a geo-access table if available.
  3. Describe the telephone access and intake system, including how calls are handled after regular business hours and on weekends.
  4. Describe how the access system can provide 24-hour telephone crisis counseling, emergency triage, and schedule routine appointments.
  5. Provide the typical timeframes for scheduling routine, urgent, and crisis appointments.
  6. Describe the process for providing in-person clinical assessment and short-term counseling (generally, up to six sessions per episode of care).
  7. Provide the percentage of EAP cases handled within the EAP (e.g., a six-session model), and what percentage are referrals beyond the EAP for long-term counseling or specialized care.
  8. Provide the average number of sessions provided per case in a six-session model (or the number of sessions in the EAP model).
  9. Provide the average EAP utilization rate across all active accounts, as defined as the percentage of employees and family members where one or more members are seen by an EAP clinician one or more times.
  10. Describe how they determine that a referral beyond the EAP is indicated. Describe the EAP clinician's role in facilitating appropriate referral and how clients are matched with referral resources.
  11. Describe how the progress of referrals beyond the EAP is reviewed and monitored.
  12. Discuss how the EAP interfaces with insurance benefits and managed care requirements when referrals are made beyond the EAP.
  13. Provide historical data across all EAP accounts, for at least a one-year period, which specifies: (a) the number of referrals made beyond the EAP to internal, affiliated agents/programs; and (b) the number of referrals made beyond the EAP to external, non-affiliated referral resources.
  14. Provide historical data across all EAP accounts, for at least a one-year period, which specifies: (a) the percentage of self-referrals to the EAP and (b) the percentage of supervisory or company referrals to the EAP.
  15. List all active EAP affiliates within (geographical location) and the length of the contractual relationships. If one of our members preferred to receive EAP counseling in Denver, for example, how would that member access an EAP affiliate in Denver?

### 3.6 EAP Performance Evaluation

The EAP program will be reviewed annually to ensure the program is meeting departmental and employee needs. This will include a review of organizational records (medical claims and accident reports) and personnel records (such as attendance and disciplinary actions). This will provide a clearer picture of the Fire Department's needs, and also indicate EAP success.

- A. City of El Paso annual review will consist of an anonymous department-wide survey to determine the overall use and satisfaction of employee clients.
- B. Subject to confidentiality laws, the Service Provider may be subject to periodic internal reviews of service, performance, or financial audits as may be determined by the City.
- C. Reports
  - 1. Annual Reports

The Service Provider will provide an annual report as specified by the City of El Paso to the Fire Chief, within 30 days of the end of the annual period.
  - 2. Monthly Progress Reports

The Service Provider will meet onsite with the Fire Department liaison monthly to discuss/follow-up with employees who have been referred on a mandatory basis. The Service Provider shall provide a monthly written report of their activities and a breakdown by the number of hours and number of persons, of all services rendered hereunder to the Fire Chief. In addition, Service Provider shall provide analysis observations, recommendations, and progress of the program in writing to the Fire Chief, as necessary.
  - 3. Weekly Progress Reports

The Service Provider will confer with the Fire Department liaison to verify the compliance of all mandatorily referred FD personnel by hosting a weekly meeting, either in person, via telephone, or using a web-based telecommuting platform. During each weekly meeting, the Service Provider will supply, at minimum, the date of the last appointment and whether the employee attended, canceled and rescheduled (within approved parameters), or failed to attend the appointment. The Service provider will also provide the date of the next scheduled appointment for each mandatorily referred FD employee.

In addition, Service Provider shall provide such oral reports as it and the City consider necessary for the proper functioning of this contract. In addition, the City may at any time, with appropriate advance notice and sufficient time to comply, require special reports to be provided detailing the progress of the program.
- D. Client Satisfaction
  - 1. The Service Provider shall request client feedback from each client receiving services by using a Client Satisfaction Survey/Evaluation Form, developed by the Service Provider, and approved by the Fire Department liaison, and returned to the Fire Department liaison within 30 days after completion of service.
  - 2. All mandatorily referred employees shall be required to complete a Client Satisfaction Survey/Evaluation Form to satisfy the last requirement of their mandatory EAP treatment. The Service Provider will present such employees with the survey at the completion of their final session and ensure the employee's understanding of and compliance with this program obligation. The Service Provider will ensure the employee's survey is available to the Fire Department liaison within 30 days of the employee's satisfactory completion of his or her EAP treatment.



3. The Service Provider shall submit to the Fire Department liaison a copy of each client satisfaction survey/evaluation form and follow-up quality of care survey/questionnaire, exclusive of identifying information on voluntary participant surveys, monthly.
4. Of those clients providing feedback, at least 80% must indicate an overall service rating of satisfactory or better. If survey results do not meet this standard, the Service Provider must recommend and take corrective action to improve future client satisfaction ratings.
5. The Service Provider shall:
  1. Provide sample copies of standard EAP utilization reports prepared for client companies and examples of ad hoc reports.
  2. Describe the EAP's information system, database, and reporting capabilities.
  3. Describe quality measures for maintaining and improving customer-friendly service.
  4. Specify EAP-related quality indicators that the program is capable of measuring and monitoring. Describe any formal quality management structure and program in place.
  5. Provide any return-on-investment (ROI) data the program has analyzed for other employers. Describe how the EAP works with an organization to measure the effectiveness of the services.
  6. Identify any external audits that have been conducted on the EAP and their outcomes. Provide, if available, a policy about third-party external auditors reviewing the business or clinical practices of the EAP.
  7. Discuss how the company evaluates the success of the EAP.

#### E. Complaints

The Service Provider shall investigate and provide a report on each service complaint (oral or written), regardless of the source (i.e. employee, supervisor, dependent, etc.). A written summary of the facts and conclusions of the Contractor's investigation must be submitted to the Fire Department liaison within 10 working days of the reported incident. The report must include the following:

1. Date complaint reported
2. Source of complaint (in compliance with confidentiality requirements)
3. Nature of complaint and findings
4. Corrective action taken and/or planned

**EXHIBIT C**

**BUSINESS ASSOCIATE AGREEMENT**

[ATTACHED]

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

**THIS AGREEMENT** is entered into on \_\_\_\_\_, 20\_\_ by and between the CITY OF EL PASO, TEXAS (“CITY”), as the Covered Entity, and Integrity Employee Assistance, Inc. dba WellConnect, (“BUSINESS ASSOCIATE”) by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”). Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”.

**RECITALS**

**WHEREAS**, CITY has engaged BUSINESS ASSOCIATE to perform stress management services for the fire department; and

**WHEREAS**, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA; and

**WHEREAS**, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

**WHEREAS**, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

**NOW THEREFORE**, CITY and BUSINESS ASSOCIATE agree as follows:

**A. HIPAA Terms**

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
  - a. **Agreement** shall refer to this document.
  - b. **Business Associate** means Integrity Employee Assistance, Inc. dba WellConnect

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 164.501.

e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)

3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
  - a. The disclosure is required by law; or
  - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
  - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
  - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
  - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
  - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).

f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.

g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).

h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).

i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

## **B. Term and Termination**

1. **Term.** The Term of this Agreement shall be effective as of the date this Agreement is executed and shall remain in effect for the same term as the Professional Service Agreement with Integrity Employee Assistance, Inc. dba WellConnect for stress management services for the fire department or shall terminate on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
  - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
  - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
  - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:



- a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

**C. Remedies.** If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
3. Terminate this Agreement immediately.
4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in

equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. To the extent allowed and not otherwise prohibited by Texas law, BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

#### D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.
- 5.

CITY: City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890

COPY TO: City of El Paso  
Fire Chief  
416 N. Stanton St. #200  
El Paso, Texas 79901

BUSINESS ASSOCIATE: Integrity Employee Assistance, Inc. dba WellConnect  
Attn: Deborah Onitveros  
1600 Lee Trevino, Suite C-7  
El Paso, Texas 79936

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other

provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

*(Signatures follow on next page)*

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

HIPAA BUSINESS ASSOCIATE AGREEMENT

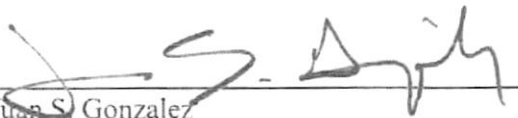
*Signature Page*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

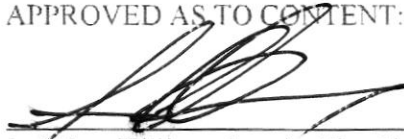
CITY OF EL PASO

\_\_\_\_\_  
Tomás González  
City Manager

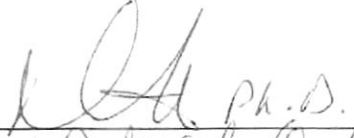
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan S. Gonzalez  
Sr. Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jonathan Killings, Interim Fire Chief  
El Paso Fire Department

BUSINESS ASSOCIATE

Signature:   
Name Printed: Deborah Quintanero  
Title: President