CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9941 DATE 7-24-25

TITLE

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN CITY OF WILLIAMSPORT AND ESI EMPLOYEE ASSISTANCE GROUP

BE IT HEREBY RESOLVED by the City Council of the City of Williamsport that the Agreement attached hereto between the City of Williamsport and ESI EMPLOYEE ASSISTANCE GROUP is hereby approved, and,

BE IT FURTHER RESOLVED that the Mayor and City Controller are hereby authorized to execute the attached Agreement, and the appropriate city officials are authorized to take such action necessary to carry out the intent of this Resolution.

Approved

City Clerk

President

ESI EMPLOYEE ASSISTANCE GROUP

TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **City of Williamsport, PA & City of Williamsport, PA-Public Safety** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, 100 American Road, Brooklyn, Ohio 44144 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **9/1/25-8/31/26.**

I. Productivity Solutions

Employees of Client and their household members, including children up to age 26 who do not reside with employee, are referred to herein as Members.

- **Unrestricted Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers to determine the counseling option that best fits the Member's needs. These therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.

- **3 Session Plan:** Includes an assessment, referral, and therapy as appropriate. Diagnosis-driven treatment referrals are moved to the health insurance plan. Therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.

  Important information for members residing in California: *Under California's Knox-Keene Health Care Service Plan Act, employees residing in California are entitled to* ***three (3) mental health counseling sessions, within each six-month period. You cannot exceed six (6) EAP sessions in a twelve-month period.*** *If your organization's Employee Assistance Program (EAP) plan includes more than three (3) sessions, the Knox-Keene Act supersedes the contract, and we will abide by the Knox-Keene Health Care Service Plan Act –* ***Cannot exceed six (6) sessions in a twelve-month period.***

- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Research Assistant, Tools for Tough Times, and Pet Help.

- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member's quality of life. Discounts vary by season and location.

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II. Engagement Solutions - Peak Performance Benefits

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Self-help Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, Tutorials, Learning Centers, Webinars, Specialized Resource Centers, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes comprehensive online personal and professional development trainings to help employees balance their work and personal life.

III. EAP Administration - Orientation and Engagement

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communication (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **Talkspace Go App:** A mobile app with 400+ self-guided, interactive programs, live weekly therapist-led anonymous classes, on demand sessions, meditation exercises, and more.
- **EAP Mobile Site:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app which will provide mobile access to our website.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy, and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.

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IV. Manager, Supervisor and Human Resources Services

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling, and private counseling as well as group debriefings.
- **Unrestricted Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unrestricted HR Consultations:** Managers may contact our clinical staff or our certified HR professionals for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles, training, and other tools designed to help managers develop and improve best practices in workforce management. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports monthly. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision, and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. EAP Exclusions

The EAP counseling benefit is available for individual and family therapy. The following items are not considered to be EAP counseling and are **exclusions to the EAP plan:**

- Fitness for Duty/ Return to Work, Psychiatric, ADHD, Psychological testing, Autism Spectrum Disorder, Court Involved (treatment or reporting including letters written for court on the member's behalf).
- Workers' Compensation, short-term disability evaluations and paperwork, Family Medical Leave Act (FMLA) and Emotional Support Animal Documentation.

The EAP legal benefit offers a free consultation for family law and personal issues such as estate planning, real estate, debt, credit and bankruptcy, as well as civil and credit law.

Legal benefits exclude coverage for:

- Employment and Business Law Matters (including but not limited to action against employers, co-workers, benefits, unions, and labor management, trust funds).
- Malpractice.
- Duplication of services for the same matter, including second opinions.

VII. Term

A. Either party may terminate this Agreement for breach upon 60 days' prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

VIII. Fees and Payment

A. Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.

B. Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.

C. The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

IX. Indemnification and Limitation of Liability

A. ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.

B. Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to the services provided for under this Agreement.

C. Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.

D. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

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X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

XII. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES LLC

Gordon G. Bell, President

Date

Margaret J. Goodring
Controller

City of Williamsport, PA
City of Williamsport, PA-Public Safety

Authorized Signature

Date

Mayor

Joyce M. Frank
City Clerk

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Employee Assistance Program (EAP) | EXHIBIT A

City of Williamsport, PA & City of Williamsport, PA-Public Safety ("Client") 9/1/25-8/31/26

Service Charges and Payment

A. The annual fee for the employee assistance program is **$25.00** per employee.

B. The total number of employees covered under this Agreement is **160**.
(City of Williamsport, PA 71, City of Williamsport, PA-PS 89)

C. Client agrees to pay ESI the sum of **$4,000.00** annually.
(City of Williamsport, PA $1,775.00, City of Williamsport, PA-PS $2,225.00)

D. The annual fee includes all employees and their household members as well as children up to age 26 who do not reside with the employee.

E. Payment of the **Annual** premium is due upon receipt of the invoice.

F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.

G. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **$250.00** per hour plus travel time.