

**DAVIS JOINT UNIFIED SCHOOL DISTRICT  
EMPLOYEE ASSISTANCE PROGRAM  
July 1, 2019 – June 30, 2020 CONTRACT**

This Agreement is between Psychological Resource Associates, 1627 Oak Avenue, Suite A, Davis, CA 95616, referred to herein as "PROVIDER", and Davis Joint Unified School District with offices at 526 B Street, Davis, CA 95616, referred to herein as "DISTRICT".

**1. STATEMENT OF INTENT.** It is the intent of this Contract to provide for delivery of an Employee Assistance Program (hereinafter "EAP"), including information, counseling, and referral services to DISTRICT employees and their dependents. Therefore the DISTRICT wishes to contract with the PROVIDER to render the services subsequently described in this document.

**2. AGREEMENTS.** DISTRICT, in exchange for PROVIDER'S promises contained in this document and PROVIDER, in exchange for DISTRICT'S promises contained in this document, agree to the terms, covenants and conditions that follow, each having had the opportunity to discuss each paragraph in detail.

**3. PARAGRAPH HEADINGS.** The paragraph headings in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope of intent of the paragraph to which they pertain.

**4. INDEPENDENT CONTRACTOR.** All parties agree that PROVIDER is an independent contractor not subject to the direction and control of DISTRICT.

**5. PROVIDER QUALIFICATIONS.** PROVIDER warrants that its employees and counselors are professionally qualified to perform PROVIDER'S obligations under this Contract. The nature of services to be provided hereunder is such that it is impossible to warrant that the services rendered will actually improve job performance or result in resolution of the presenting problem in any particular case; therefore, PROVIDER disclaims any such express or inferred warranty.

**6. PERSONS ELIGIBLE FOR SERVICE.** All DISTRICT employees employed 50% or more, their spouse or partner, and dependents who would be **qualified** for coverage, whether insured or not, under the DISTRICT insurance plan shall be eligible for services under this Contract.

**7. SPECIFICATIONS OF BASIC EAP SERVICE.** PROVIDER shall provide the basic program referred to in "Employee Assistance Program, Description of Services, Davis Joint Unified School District" dated November 1997.

**7.1 PROVIDER** will provide up to 10 counseling sessions per eligible employee. All counseling services are based on necessity.

**7.2 PROVIDER** will provide counseling and referral services to eligible DISTRICT employees or dependent members of his or her family who contacts PROVIDER with personal problems. These problems may include, but are not limited to alcohol or drug abuse, marital, financial, legal or job-related difficulties.

**7.3 Counseling Services** shall refer to procedures using psychological principles and methods for the understanding, diagnosis, prevention and treatment of psychological problems in adults, children, couples and families. Such procedures may include, but are not limited to: individual counseling, relationship counseling, group counseling, psychotherapy, behavior therapy, etc., used in a professional relationship to assist a person or persons to acquire greater human effectiveness, or to modify feelings, conditions, attitudes, and behaviors which are problematic. When appropriate, this includes psychological treatment for crises and any emergencies.

**7.4 Customized Programs for Employees:** DISTRICT may request PROVIDER to offer Customized Programs such as Teacher / Staff Support Groups, training or workshops on identified areas of need such as Anxiety, School Avoidance, Trauma, ACES, and other subjects as mutually agreed upon. Customized Programs will be delivered at the appropriate contracted rate(s).

**7.5 Eligible DISTRICT** employee, dependent or significant other may contact PROVIDER for consultation. If, in the sound professional judgment of the counselor, the problem of concern can be substantially corrected or resolved through counseling within the maximum number of sessions as specified in this Contract, PROVIDER will provide the necessary counseling.

**7.6 Outside Therapists Contracted with PROVIDER.** DISTRICT employee may elect to seek services from a therapist that is not a part of the PROVIDER group. In such case, the elected therapist must: 1) agree to the terms as specified in the contract provided by the PROVIDER, 2) be in good standing with their professional licensing board and 3) have a minimum of \$1,000,000 per incident and \$3,000,000 aggregate malpractice insurance in place.

**7.7 Specialized Services.** If the counselor determines the employee is in need of specialized service not available through PROVIDER, the employee may be referred to an agency or facility capable of providing the necessary services. In the event of a referral, the PROVIDER will not be under any financial obligation to the outside agency or facility. All consultations and counseling by PROVIDER counselors will be conducted at the offices of PROVIDER, unless the PROVIDER counselor agrees to a different location.

**7.8 Legal Resources:** Employees with legal concerns will be referred to resources such as the Online Law Library of U.C. Davis, Yolo County Superior Court Legal Self-Help Office, and the Sacramento County Public Law Library. Employees can contact our Office manager, Cathy Tran, for more information.

**8. EAP PLUS SERVICES:** The DISTRICT may refer specific employees for additional counseling services when it is determined to be in the best interest of both the DISTRICT and the employee. The PROVIDER may also refer employees to this program, if the PROVIDER determines it would be in both the DISTRICTS and employee's best interest. Providing this extended service does not prevent the employee from pursuing legal action against the DISTRICT.

**8.1 Extension of EAP Plus Benefits:** After the initial referral by the District, additional sessions will require review by the PROVIDER to ensure that:

**8.1.a** there is significant clinical need

**8.1.b** no other insurance or coverage is available

**8.1.c** the therapy is significantly beneficial and treatment goals are being met

**8.2 Invoicing.** Billing for the EAP Plus will be separate and mailed directly to the Human Resources Department.

**8.3 PROVIDER.** EAP Plus services will only be provided with prior written (letter or e-mail) approval from DISTRICT or Dean Dickerson, Ph.D.

**9. ON CALL SERVICES.** The PROVIDER will maintain an on-call therapist who will be available by a telephone paging system after normal business hours. This capability will ensure that employees can reach a counselor during any period of emotional or personal crisis.

**10. REPORTS.** PROVIDER will provide DISTRICT with an annual "Utilization and Satisfaction Survey" of EAP services rendered to DISTRICT employees and covered dependents.

**11. POLICY FORMULATION.** At the DISTRICT'S request, PROVIDER will assist DISTRICT in formulating, promulgating, and implementing a clear DISTRICT policy on employee personal problems.

**12. EMPLOYEE LIST.** Within fifteen (15) days of the date of this Contract, DISTRICT will provide PROVIDER with the names of all DISTRICT employees. Employee list will be updated on a quarterly basis. The most recent list will be used to determine eligibility of employee or dependent to receive EAP services.

**13. COMPENSATION.** Current PROVIDER payment for EAP services is \$4.95 /month/employee paid by the employee. In the event that the **cost of professional services** exceeds \$4,700 in any given month, the DISTRICT will be billed separately each month as a **Supplemental Invoice**.

**13.1 Cost of Professional Services.** For accounting purposes the following fees for professional services will be utilized:

DESCRIPTION	FEE
Licensed Ph.D., Psy.D. (when necessary) Clinical Hourly Rate	\$ 120.00
Intake and Initial Interview	\$ 160.00
MFT, LCSW, Ph.D. Psych. Asst. Clinical Hourly Rate	\$ 90.00
Intake and Initial Interview	\$ 120.00
Group Session - MFT, LCSW- per participant	\$ 45.00
<i>Out of Network</i> Ph.D. provider - per visit	\$ 110.00
<i>Out of Network</i> M.A. provider- per visit	\$ 80.00
<i>Out of Network</i> - surcharge per visit	\$ 25.00

**13.2 Administration Fees.** DISTRICT will be charged \$689 per month for administrative and management costs related to providing EAP services.

**13.3 Failed/Cancelled Appointments.** PROVIDER shall, after the first session, be reimbursed by DISTRICT for any appointment failed or canceled with less than 24 hours notice. PROVIDER will inform DISTRICT'S employees and dependents in writing at the time of the first sessions of: a) the 24 hour cancellation requirement and b) that failed or late canceled appointments may be considered as one of their benefit sessions.

**13.4 Reimbursable Diagnostic Codes.** Treatable conditions shall include: Axis I- Clinical Disorders; Axis II-Personality Disorders and V codes- conditions not attributable to a mental disorder in the Diagnostic and Statistical Manual V of the American Psychiatric Association.

**13.5 Materials Costs.** DISTRICT will be charged for cost of printed materials specific to their program, including Annual Utilization and Satisfaction Reports, EAP informational brochures and inserts.

**14. CONFIDENTIALITY.** All communications and information received by PROVIDER in the course of consultation with, and counseling of, employees and their dependents shall be kept confidential, pursuant to the PROVIDER'S professional Code of Ethics.

**14.1 Anonymous Data Analysis.** PROVIDER reserves the right to disclose data to the DISTRICT relating to the effectiveness of PROVIDER'S services in improving overall job performance, providing that such disclosure does not jeopardize the confidentiality of communications relating to specific employees.

**14.2 Verification of Attendance.** With written authorization from the employee, PROVIDER will inform appropriate DISTRICT officials of the employee's attendance at or absence from scheduled counseling sessions and of the employee's general level of cooperation with the Employee Assistance Program's services rendered by PROVIDER.

**15. TERM AND TERMINATION.** This Contract supersedes all previous contracts.

**15.1 Effective Dates.** This contract shall take effect July 1, 2019 and shall terminate on June 30, 2020 unless sooner terminated pursuant to Paragraph 15.2.

**15.2 Termination.** Either party may unilaterally terminate this Contract for any reason, or for no reason, by giving thirty (30) days written notice to the other party of its' intent to so terminate the Contract. Should either party terminate the Contract, both parties shall exert their best efforts in good faith to arrange alternate services for eligible employees.

**16. NON-WAIVER.** The failure of either party to enforce at any time any of the provisions of this Agreement or to require any act of performance hereunder, shall not be construed to be a waiver of such provisions or right to performance and shall not in any way affect the validity of the Agreement or the right of either party to, thereafter, enforce each and every provision or right to performance.

**17. AMENDMENTS.** All amendments to this contract shall be in writing, signed by both parties and forwarded to the address stipulated above.

**18. DISPUTE RESOLUTION:** In the event that any dispute between PROVIDER and DISTRICT arises out of this Agreement, it shall not result in a delay in the delivery of services as required under this Agreement. Any such dispute shall be resolved as follows:

**18.1 Meet and Confer:** PROVIDER and DISTRICT agree to Meet and Confer in good faith on any issue that is the subject of a dispute under this Agreement. The party seeking to initiate the Meet and Confer procedure shall give written notice to the other party, describing the nature of the dispute and his/her position. The party receiving such notice agrees to respond within 10 working days. Individuals authorized by each party to settle the dispute agree to meet within 30 days of the initiating party's notice and attempt to resolve the dispute.

**18.2 Mediation:** Any controversy or claim arising out of an alleged breach of the Agreement by either or both parties, which has not been resolved by the Meet and Confer procedure shall be submitted for Mediation by a mutually agreed upon mediator. In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the mediation, such time to be no later than thirty (30) days after selection on the mediator. In the mediation, each party shall be represented by persons with authority to negotiate a resolution of the dispute, and may be represented by counsel. The fees and expenses of the mediator shall be borne equally by the parties.

**18.3 Arbitration:** Any controversy or claim arising out of an alleged breach of the Agreement by either or both parties, which has not been resolved by the Meet and Confer or the Mediation procedure, shall be submitted for settlement to an arbitrator appointed by the American Arbitration Association. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All decisions of the arbitrator shall be final, binding and conclusive on all parties. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The costs of such arbitration shall be borne by the party against whom the arbitration award is rendered. Each party shall bear the costs of its own attorney's fees in connection with arbitration unless such costs are otherwise allocated by the arbitrator.

**19. INSURANCE.** PROVIDER shall not commence any work before obtaining, and shall maintain and enforce at all times during the duration and performance of this contract the policies of insurance attached hereto and incorporated herein.

**19.1 Errors and Omission Insurance.** Further, PROVIDER shall maintain at its sole expense errors and omissions insurance during the period of time PROVIDER renders services pursuant to this contract. Such errors and omissions insurance shall be in an amount of not less than \$1 million dollars.

**19.2 Compliance with Labor Code.** The PROVIDER shall also execute a certificate in the form of Exhibit A, attached hereto and incorporated herein in compliance with Labor Code Section 1861.

**20. WHOLE AGREEMENT.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligation other than those contained herein; and this Agreement supersedes all previous communication, representations, or agreements, either verbal or written, between the parties.

Parties:

School Board of the  
Davis Joint Unified School District

Psychological Resource  
Associates



Presiding Officer

10/11/2019

Date



Dean A. Dickerson, Ph.D.

May 15, 2019

Date

**ATTACHMENT A:**  
**GENERAL OFFICE LIABILITY – “POLICIES OF INSURANCE”**



**EXHIBIT B**  
**CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I will comply with such provisions before commencing the performance of the work on this contract.

PSYCHOLOGICAL RESOURCE ASSOCIATES

By: 

Title: Owner, Psychological Resource Associates

## **STUDENT ASSISTANCE PROGRAM (SAP) AMENDMENT TO EAP CONTRACT**

This Amendment is made to that Agreement previously executed by and between Psychological Resource Associates, hereinafter referred to as "PROVIDER: and Davis Joint Unified School District, hereinafter referred to as "DISTRICT".

This amendment (the "Amendment") is made by PROVIDER and DISTRICT, parties to the Davis Joint Unified School District EAP contract dated July 1, 2019 (the "Agreement").

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

The Agreement is amended as follows:

### **1. EXPANSION OF SERVICES**

**Article 1 STATEMENT OF INTENT** is hereby amended to include: It is the intent of this Contract to also provide information, counseling and referral services to DISTRICT students prescreened for eligibility by DISTRICT staff.

### **2. ELIGIBILITY**

**Article 6 PERSONS ELIGIBLE FOR SERVICE** is hereby amended to include: Eligibility for students receiving services will be determined by DISTRICT staff based on criteria established through the Mental Health Intern Program.

### **3. SPECIFICATIONS OF BASIC SERVICE**

**Article 7 SPECIFICATIONS OF BASIC EAP SERVICE** is hereby amended to include: SAP SERVICE.

**Article 7.1** is hereby amended to include: PROVIDER will provide on average of up to 10 counseling sessions per eligible students, as clinically indicated, including up to 2 parent sessions.

**Article 7.2** is hereby amended to include: PROVIDER will provide counseling and referral services to eligible DISTRICT students as prescreened and referred by DISTRICT staff.

**Article 7.4** is hereby amended to include Customized Programs such as Student Support Groups, training or workshops for students and/or guardians on identified areas of need such as Anxiety, School Avoidance, Trauma, ACES, and other subjects as mutually agreed upon. Customized Programs will be delivered at the appropriate contracted rate(s).

### **4. REPORTS**

**Article 10 REPORTS** is hereby amended to include: PROVIDER will provide an end-of-year review of utilization and outcomes.

## 5. COMPENSATION

**Article 13** COMPENSATION is hereby amended to include: PROVIDER will invoice DISTRICT on a monthly basis for counseling sessions conducted at the rates described in Article 13.1.

**Article 13.2** is hereby amended to include: DISTRICT will be charged \$450 per month for SAP services during which services are provided for administrative and management costs.

**Article 13.5** is hereby amended to include: PROVIDER will invoice DISTRICT for meeting or consultation time with DISTRICT staff outside of the therapy sessions provided, at a rate of \$35 per hour, not to exceed ten hours per month.

## 6. LOCATION OF SERVICES

The Agreement is hereby amended to include: Services will be delivered at the student's school or at the PROVIDER office as indicated by student circumstances and DISTRICT preference.

## 7. CONFLICTS OF INTEREST

The Agreement is hereby amended to include: Therapists shall not engage in any dual role that could result in a conflict of interest or be detrimental to services provided.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

Parties:

School Board of the  
Davis Joint Unified School District



Presiding Officer




Date

Psychological Resource Associates



Dean A. Dickerson, Ph.D.



Date