

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Human Resources

**DATE:** March 7, 2017

**REQUESTED ACTION:** Approve three year contract with Cascade Centers, Inc. Employee Assistance Program effective January 1, 2017, and authority for County Manager to approve contract amendments.

       Consent        Hearing   X   County Manager

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### BACKGROUND

These documents are being presented to seek approval to enter into a three year contract with Cascade Centers, Inc. to provide Employee Assistance Program (EAP) services to all county employees and their eligible dependents, with the option of extending the contract for additional years.

A Request for Proposal (RFP #708) was conducted to select the recommended provider for the EAP program. Based on criteria including cost and breadth of EAP services for employees and their dependents, Cascade Centers, Inc. is recommended. The 3-year guaranteed administration fee of \$2.25 per employee per month (pepm) for 2017 – 2019 is a reduction from the current EAP provider's fee of \$2.68 pepm. Cascade Centers, Inc. offers employees access to a counselor 24 hours per day, 7 days per week, 365 days per year, with telephone calls always answered by a Master's level counselor. EAP services include a 24-hour crisis line, counseling, work/family/life balance services such as financial and legal consultations, life coaching, identity theft services, wellness program support, and organizational support including supervisor training sessions, on-site seminars, and leadership coaching.

Employees who work at least 20 hours per week and their covered dependents are eligible for EAP services.

Funding to cover the cost of this contract is derived from fees charged to departments for budgeted positions.

### ADMINISTRATIVE POLICY IMPLICATIONS

This request establishes a three-year agreement between Clark County and Cascade Centers, Inc. for Employee Assistance Program services.

### COMMUNITY OUTREACH

Community outreach is not a consideration in this request.

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oic*

## BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

## BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	8999 - Employee Assistance Program
Company Name	Cascade Centers, Inc.

## DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

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Kathy Meyers  
Benefits Manager

  
Kathleen Otto  
Human Resources Director

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:** \_\_\_\_\_  
**Mark McCauley, Acting County Manager**

DATE: \_\_\_\_\_

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The cost associated with the Cascade Centers, Inc. Employee Assistance program is funded through fees charged to departments for budgeted positions. The recommended Agreement provides a three-year rate guarantee.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
All Funds			\$28,350	\$40,500	\$28,350	\$40,500
<b>Total</b>			\$28,350	\$40,500	\$28,350	\$40,500

II. A – Describe the type of revenue (grant, fees, etc.)

Benefit costs charged to each fund/department based on enrollment in the plan.

### Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
All Funds				\$28,350	\$40,500	\$28,350	\$40,500
<b>Total</b>				\$28,350	\$40,500	\$28,350	\$40,500

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits- EAP-All Funds			\$28,350	\$40,500	\$28,350	\$40,500
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>			\$28,350	\$40,500	\$28,350	\$40,500



## **Cascade Centers Subscription Agreement**

This Subscription and License Agreement ("Agreement"), effective as of January 1, 2017 ("Effective Date"), is between Cascade Centers Inc., an Oregon corporation, located at 7180 SW Fir Loop Suite 1A, Portland, Oregon, 97223 ("Cascade Centers") and Clark County, a Washington company, located at 1300 Franklin Street, Vancouver, WA 98660 ("Customer" or "County") (each a "Party" and collectively, the "Parties").

This Agreement governs the provision of certain EAP services offered by Cascade (the "Service" or "Services") to Customer and sets forth the terms and conditions under which those Services will be delivered.

This Agreement applies to Customer and Customer's employees' and eligible family members access to, and use of, all or part of any service of Cascade Centers.

### **AGREEMENT**

In consideration of the mutual covenants and promises contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **1. Services**

Cascade Centers shall provide the Services listed on Exhibit A to Customer. Customer may opt for Additional Services as described in Exhibit A by executing an additional Order Form.

#### **2. Term of Subscription**

Customer's subscription to the Service shall commence on the Effective Date and shall continue for 36 months (the "Term"). The Term may be extended for two additional 12 months' periods by mutual agreement of the Parties.

#### **3. Fees**

The subscription fees for the Term shall be calculated at the rates listed in Exhibit A, per employee per month (the "Subscription Fees").

#### **4. Payments**

Cascade Centers shall bill Customer for the Subscription Fees on a monthly basis.

Unless otherwise agreed to in writing by the Parties, Customer will pay all invoiced fees within fifteen (15) business days of receipt of the applicable invoice.

#### **5. Customer Commitment**

Customer recognizes that the success and effectiveness of the Employee Assistance Program requires high program visibility and support throughout all organizational levels. Customer

agrees to coordinate with Cascade Centers to promote the EAP to Customer employees.

Customer agrees to assist Cascade Centers in the performance of services as follows:

- (a) Designate employee who will act as liaison with Cascade Centers
- (b) Provide Cascade Centers with a current total number of employees eligible for EAP services on a monthly basis.
- (c) To give prompt notice to Cascade Centers whenever County observes or otherwise becomes aware of any deficiency in the proposed delivery of services.
- (d) To distribute EAP promotional materials and schedule orientation sessions/supervisory training as appropriate.
- (e) To provide Cascade Centers with current health plan benefit information annually or as changes occur.

#### **6. Termination**

This Agreement shall continue in effect until terminated as set forth herein. This Agreement may be terminated (a) by Cascade Centers, if Customer fails to pay Subscription fees when due; or (b) by Customer upon immediate notice to Cascade Centers in the event of material breach by Cascade Centers or without cause on sixty (60) days' written notice. Cascade Centers shall have the right to recover all direct damages resulting from any breach by End User of this Agreement, including, without limitation, all unpaid fees under Section 3 (Fees) and Section 4 (Payments). Customer shall have a right to recover all direct damages resulting from any breach by Cascade Centers.

## 7. User Eligibility

Eligible employees and family members are those persons eligible for EAP benefits under Customer Employment policy.

## 8. Limited License

Unless otherwise indicated, the Services and all content and other materials therein, including, without limitation, the Cascade Centers trademark, logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Materials") are the proprietary property of Cascade Centers and are protected by intellectual property laws.

Upon acceptance of the Terms of Use, Privacy Policy, and compliance with all of the terms and conditions stated herein, Cascade Centers hereby grants Customer and Users a non-exclusive, non-transferable, and non-sub-licensable limited license for the term of this Agreement to use the Services and Materials. Customer will promptly discontinue the display or use of any Materials to change the manner in which a Material is displayed or used when requested by Cascade Centers. Other than the express licenses granted by this Agreement, Cascade Centers grants no right or license to Customer, by implication, estoppel or otherwise, to the Materials or any Intellectual Property Rights of Cascade Centers.

Such license is subject to this Agreement and the Terms of Use and does not include: (a) any resale or commercial use of the Services; (b) modifying or otherwise making any derivative uses of the Services and Materials, or any portion thereof; (c) use of any data mining, robots or similar data gathering or extraction methods; (d) downloading (other than the page caching) of any portion of the Services, the Site Materials or any information contained therein, except as expressly permitted on the Services; or (e) any use of the Services or the Materials other than for its intended purpose. Any use of the Services or Materials other than as specifically authorized herein, without the prior written permission of Cascade Centers, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement or the Terms of Use shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith.

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## 9. Intellectual Property

Customer acknowledges that the Services and any copies that Customer and/or Users are authorized by Cascade Centers to make are the intellectual property of Cascade Centers. Cascade Centers warrants that it owns, controls, or otherwise has full rights to use all software utilized in connection with providing the Services. With regard to Cascade Centers proprietary elements of the structure, organization and code of the system used to provide the Services, such elements are the valuable intellectual property and confidential information of Cascade Centers and are protected by copyright laws, including without limitation United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. With regard to the proprietary elements of Cascade Centers system, Customer acknowledges that Cascade Centers retains the ownership of all patent rights, copyrights, trade secrets, trademarks and other intellectual property rights to those elements as they are used in connection with the Services.

## 10. Trademark Information

Cascade Centers and the Cascade Centers logo are trademarks of Cascade Centers. Other product or company names referred to on the Services may be trademarks of their respective owners. Customer may not use any trademark, service mark, domain name, logo, company name, trade name or indicia of origin of Cascade Centers or any third party without permission from the owner of the applicable trademark, service mark, domain name, logo, company name, trade name or indicia of origin.

## 11. Confidentiality

*Health Information and Protected Health Information.*

Cascade Centers agrees to protect the confidentiality of participants and their individually identifiable health information ("Protected Health Information" as defined in 45 CFR §164.501) in accordance with the requirements of state and federal laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). All records of participants are and will remain the property of Cascade Centers.

Both Cascade Centers and Customer shall treat individually identifiable health information as confidential and will take reasonable precautions to safeguard the privacy, security, and confidentiality of all Protected Health Information and other such individually identifiable health information.

## 12. Indemnification / Hold Harmless.

Cascade Centers shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Cascade Centers in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Cascade Centers and the County, its officers, officials, employees, and volunteers, Cascade Center's liability, including the duty and cost to defend, hereunder shall be only to the extent of Cascade Centers' negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Cascade Centers' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## 13. Insurance.

Cascade Centers confirms and warrants that it has the following insurance identified in subsections (a) through (d) below and will maintain such insurance during the Term of this Agreement and any extension agreed to thereafter. Failure to maintain such insurance is agreed by both parties to be a material breach of this Agreement pursuant to paragraph (6) above. Cascade Centers agrees to provide proof of insurance within five (5) business days upon demand by the County.

a. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products 3 - Cascade Centers Subscription Agreement

and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with the County on a case by case basis; the criterion is the Cascade Centers' liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

b. Automobile If Cascade Centers or its employees use motor vehicles in conducting activities under this Agreement, liability insurance covering bodily injury and property damage shall be provided by Cascade Centers through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If Cascade Centers does not use motor vehicles in conducting activities under this Agreement, then written confirmation to that effect on Cascade Centers letterhead shall be submitted by Cascade Centers.

c. Professional Liability (aka Errors and Omissions). Cascade Centers shall obtain, at Cascade Centers' expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a maximum deductible of \$25,000. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

d. Proof of Insurance. Proof of Insurance shall be provided prior to the starting of the Agreement. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to the County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is Cascade Centers' responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract. All policies must have a Best's



Rating of A-VII or better.

14. Publicity

Cascade Centers may identify Customer as a client of Cascade Centers in marketing materials.

15. Compliance

Customer and Cascade Centers shall comply with all applicable laws in the administration of this Agreement and the operation of the employee assistance program provided by Cascade Centers for Customer, including but not limited to the Americans with Disabilities Act, the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Nondiscrimination Act, the Health Information Technology for Economic and Clinical Health (HITECH) Act, and any and all applicable laws.

Customer agrees to be solely responsible and financially liable for any non-compliant messages sent pursuant to this Agreement. Customer agrees to defend and indemnify Cascade Centers for any claim of an alleged violation of the regulations promulgated thereunder, or any state laws covering the same subject-matter that relates to any communication made by Customer relating to Cascade Centers or this Agreement. Messages with confidential information must be encrypted.

16. Governing Law; Venue

Access to and use of the Services and this Agreement are governed by U.S. federal law and/or the laws of the State of Washington, without resort to conflict of law provisions. Any legal action or proceeding relating to Customer's access to, or use of, the Services or this Agreement shall be instituted only in the Superior Court, State of Washington. Customer agrees to submit to the jurisdiction of, and agree that venue is proper in, this court in any such legal action or proceeding.

17. Injunctive Relief

The parties acknowledge that the Services and each party's Confidential Information are unique property, and the unauthorized use thereof may cause the injured Party irreparable harm that may not be adequately compensated by monetary damages. Accordingly, the Parties agree that the injured Party will, in addition to other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Agreement, including to prevent any actual or threatened unauthorized use or sublicensing of each Party's Confidential Information, the

Services, or any information or data contained therein.

18. Notices and Assignment

All notices hereunder must be in writing and sent by hand delivery; or by postal service, postage prepaid; or by expedited mail courier service; or by electronic mail (e-mail); or by facsimile transmission, to the addresses listed below. Notices are deemed received and effective as follows: If hand-delivered, upon delivery; if sent by e-mail or facsimile transmission, upon sending; if mailed, upon the earlier of (i) receipt or (ii) three days after being deposited in the mail. If the addressee provided for below rejects or otherwise refuses to accept the notice, or if the notice cannot be delivered because of a change in address for which no notice was appropriately given, then notice is effective upon the rejection, refusal or inability to deliver. Either Party may change its notice address by giving written notice to the other Party in a manner prescribed above.

The terms of this Agreement shall be binding on the Parties, and all successors to the foregoing who take their rights hereunder. Neither Party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other Party's prior written consent except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void.

19. Independent Contractors

Each Party shall act at all times as an independent contractor, and the Agreement shall not establish any fiduciary relationship or other relationship of partnership, joint venture, employment, franchise or agency between them. Neither Party shall have the authority to enter into any commitments on behalf of or otherwise bind the other Party without the express written consent of the other Party.

20. All Amendments in Writing

No variation, waiver, modification or amendment of this Agreement shall be binding upon either Party unless in writing executed by the duly authorized representatives of both Parties. This Agreement may not be supplemented or modified by course of dealing or performance. The waiver or failure of either Party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.



21. Severability

If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

22. Taxes. Customer shall be solely responsible for collecting and remitting any and all applicable sales and use taxes pursuant to this Agreement. In no event shall Cascade Centers be liable for any taxes owed by Customer, including for Customer's use of the Services. Each Party shall bear sole responsibility for all taxes, assessments, and other ad valorem levies on its owned property.

23. Additional Terms. Cascade Centers and Customer agree that the Additional Terms listed on Exhibit B shall apply to this Agreement.

24. General

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each Party has signed the counterpart. Facsimile or electronic signatures will be deemed original signatures for all purposes under this Agreement.

By signature below, Cascade Centers and Customer have each caused this Agreement to be executed by their duly authorized representative as of the Effective Date and such execution evidences each Party's acceptance of and agreement with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized

**CASCADE CENTERS INC.**

By 


Name Anthony Brown

Title Vice President

7180 SW Fir Loop Suite 1A  
Portland OR 97223

Approved as To Form Only:

ANTHONY F. GOLIK  
Prosecuting Attorney

By   
Deputy Civil Prosecutor

**CLARK COUNTY**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## Exhibit A

Cascade EAP Services Included	Cost per employee per month
<p><b>Diagnosis and Treatment Planning:</b> Up to six paid sessions per unrelated incident for each employee/family unit.</p> <p><b>24/7/365 crisis telephone coverage:</b> Staffed by professional counselors.</p> <p><b>Promotional Materials:</b> Printed materials include brochures, wallet cards, and posters with tear offs. Electronic materials include newsletter and flyers.</p> <p><b>EAP services:</b></p> <ul style="list-style-type: none"> <li>• "The Line," 24-hour anonymous advice line</li> <li>• Tax Resolution Assistance</li> <li>• Online Legal Resource Center</li> <li>• Career Development Services</li> <li>• <i>Text Connect</i></li> <li>• Live Instant Chat</li> <li>• Life and Parent Coaching</li> <li>• Gym Membership Discounts</li> <li>• <i>E-Support</i> – Live online virtual sessions through secure video or chat</li> </ul> <p><b>Reporting:</b> Online utilization reporting and annual summary.</p> <p><b>Unlimited telephone management consultation</b> with an EAP representative.</p> <p><b>Unlimited management referrals</b> with follow-up to County as needed.</p> <p><b>Work/Family/Life Balance Services:</b> child and eldercare, legal, financial, identity theft and concierge resource retrieval, with reporting within 72 hours of initial call.</p> <ul style="list-style-type: none"> <li>• <i>Legal/Mediation:</i> Each covered member is eligible for one (1) initial 30-minute office or telephone consultation per separate legal/mediation matter (limit three per year). Discount of 25% from the attorney's/mediator's normal hourly rate thereafter.</li> <li>• <i>Financial:</i> Each employee is eligible to receive telephonic financial coaching from certified financial consultants. In the event the employee continues beyond the initial free period, subsequent months are paid by the employee at a monthly fee.</li> <li>• <i>Identity Theft Services:</i> 60-minute free consultation with a highly trained <i>Fraud Resolution Specialist™ (FRS)</i>.</li> <li>• <i>Free Simple Will Kit:</i> Cascade will send a Will Kit Questionnaire directly to members, and then connects members with an attorney for review and preparation of a Simple Will. Additional estate planning services are billed with a preferred rate reduction of 25% from the attorney's normal hourly rate.</li> </ul> <p><b>Cascade Personal Advantage:</b> Interactive EAP Website and access to smart phone application <i>Life Pilot</i>.</p> <p><b>Home Ownership Program:</b> Assistance and discounts on services associated with selling, buying, and refinancing a home.</p>	<p>\$2.25</p>

<p><b>Cascade Personal Wellness Program:</b> Access to wellness program services in areas such as fitness, weight management, and stress reduction to help employees improve their overall health.</p> <p><b>On-site EAP Services*: Included (twelve) hours can be used for</b></p> <ul style="list-style-type: none"> <li>• One-Hour EAP Seminars</li> </ul> <p><b>Additional EAP Services*: as needed</b></p> <ul style="list-style-type: none"> <li>• Employee EAP Orientations</li> <li>• Supervisor EAP Orientations</li> <li>• Group Critical Incident Stress Debriefing: Provided 48-72 hours following a traumatic event. Includes 24/7 consultation services to management pre, post and during.</li> </ul>	
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<b>Additional Onsite Services Available</b>	<b>Cost</b>
<b>Any additional on-site EAP services beyond the allotted annual hours will be billed at</b>	\$225.00 per hour, \$95.00 per hour travel
<b>On-site Organizational Development:</b> Teambuilding, conflict resolution, and other specialized training.	\$275.00 per hour \$95.00 per hour travel
<b>First Responder Services:</b> Cascade will provide on-site crisis counselors within 2 – 24 hours of notification of a traumatic event. Services include informal outreach, check-in, supportive listening, problem-solving for immediate needs, assessment of mental / emotional health, and make recommendations as needed. Cascade will also conduct phone calls as needed to ascertain mental / emotional needs for those employee(s) wishing additional EAP check-ins. Face-to-face counseling or other support services will be arranged as needed.	\$300.00 per hour \$200.00 per hour travel
<b>On-Site Individual Counseling/Grief Support:</b> Formal on-site counseling is available.	Mon – Fri 8:00 am to 5:00 pm \$225.00 per hour \$95.00 per hour travel  All other hours \$300.00 per hour \$95.00 per hour travel

**\*Notes:**

- A minimum attendance of ten employees for Orientations and EAP Seminars are required.
- A minimum attendance of five employees for CISD are required.
- On-site hours not utilized one year may not be carried over into the following year.
- A cancelation fee will apply for on-site services canceled within 24 hours of the scheduled event.

