



City of Muscatine



AGENDA ITEM SUMMARY

DATE 9/16/2021

STAFF

Stephanie Romagnoli, Human Resources Manager

SUBJECT

EAP Services

EXECUTIVE SUMMARY

The City has retained Employee Assistance Services (EAP) with Genesis Health system for the past several years. Genesis has recently informed the City they will no longer be providing EAP services. As a result it is necessary to enter into a contract with new providers.

This proposal provides a recommendation to enter into two contracts with different agencies to meet the needs of City employees. Presented for Council's consideration is a recommendation to enter into agreements with Responder Health and Personal Assistant Services (PAS) to provide EAP services to City employees and their families.

STAFF RECOMMENDATION

Staff's recommendation is approval of agreements with both Responder Health and PAS. These services should be an improvement to the EAP benefit more cost effectively.

BACKGROUND/DISCUSSION

The City has retained Employee Assistance Services (EAP) with Genesis Health system for the past several years. Genesis has recently informed the City they will no longer be providing EAP services. As a result it is necessary to enter into a contract with new providers.

This proposal provides a recommendation to enter into contracts with two different agencies to meet the needs of City employees. Quotes have been received from three providers. Staff is making a recommendation to enter into an agreement with 2 of these providers.

- 1) Responder Health – In the recent past, EAP services have not been successfully addressing the unique needs of first responders and their families. Responder Health is an EAP service specific to providing services for police, fire, and other first responder occupations. All counselors are former first responders. Features of their program include a 24/7 crisis hotline, counseling referral services (including price agreements for treatment), "Body Armour" training for all employees, peer support training, and additional training programs for first responders and

their families. They provide an app that allows employees or their family members to have quick and easy access to the service, including live chat and texting features. Employees in need of services beyond the scope of Responder Health will be referred to local treatment providers. The cost to provide this service will be \$3696 per year (based on current employee counts).

- 2) Personal Assistance Services (PAS) – The City has had short term experience with this organization, as Genesis has recently handed their contracts over to PAS. Thus far, the experience has been positive. PAS will provide EAP services to employees not included under the contract with Responder Health. They offer a robust selection of services including a 24/7 crisis line, in-person televideo sessions (including options for live chat or text), a referral to local providers for ongoing treatment needs, three (3) hours of annual wellness training, a variety of other counseling options such as legal referral, financial wellness, and personal health coaching. Employees in need of services beyond the scope of PAS will be referred to local treatment providers. The cost for this service is \$4,435 per year (based on current employee counts). This price has been guaranteed for three (3) years.

The third quotation was from Precedence, Inc which is the EAP provider offered by Unity Point. Fewer services are offered and the cost is \$5280 per year.

This information has been reviewed with the Recreation Supervisor, whose budget covers the cost of the EAP, and the City Administrator. It has also been presented to staff at the police and fire departments. It is staff's recommendation to enter into contracts for EAP services with Responder Health and with Personal Assistance Services (PAS). The total cost to provide this benefit \$8,131 per year. The City currently spends \$9762 annually.

CITY FINANCIAL IMPACT

The City currently spends \$9762 annually. The cost of this proposal is \$8,131 annually, saving \$1631 per year.

ATTACHMENTS

- Contract with Responder Health and its subsidiary providers.
- Contract with Personal Assistance Services (PAS)

AGREEMENT

THIS AGREEMENT, effective the 1st day of October, 2021, by and between Preferred Resource Network, Inc. dba Personal Assistance Services, a private corporation with its principal place of business at 9735 Landmark Parkway, Suite 17, St. Louis, MO 63127 on behalf of itself and all of its divisions and affiliates, as the same may be constituted from time to time, (hereinafter referred to as "PAS") and City of Muscatine with its business office at 215 Sycamore Street, Muscatine, IA 52761 on behalf of itself and all its affiliates and subsidiaries (hereinafter referred to as "CUSTOMER").

WHEREAS, CUSTOMER is desirous of establishing an Employee Assistance Program (EAP) for its employees and their family members hereinafter referred to as "Subscribers", and;

WHEREAS, PAS is a professional firm specializing in EAP service provision and has a trained staff (consisting of employees and of Affiliate Providers as hereinafter defined) to provide EAP services to CUSTOMER Subscribers, and;

WHEREAS, PAS is desirous of providing an EAP as required by CUSTOMER;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the parties agree as follows:

TO-WIT:

ARTICLE I - TERM OF CONTRACT

1.1 Contract Term. The initial term of this Agreement shall be for a period of three (3) years commencing on the 1st day of October 2021 and continuing up to and including September 30, 2024. Thereafter, this Agreement shall automatically renew upon its expiration for successive one (1) year periods unless sooner terminated in accordance with the provision below.

1.2 Amendment or Termination. Either party may terminate or amend this Agreement upon providing the other party with at least ninety (90) days prior written notice. The rate will be subject to renegotiation in the event that the overall rate of utilization of services exceeds 10% or there is a significant change in the plan design.

ARTICLE II - COMPENSATION

2.1 Consideration. CUSTOMER shall pay PAS a monthly capitated fee of Two Dollars and Ten Cents (\$2.10) per employee, payable in annual installments which shall constitute full and complete compensation for services under this Agreement. Services are available to full-time and part-time employees. The parties agree that the number of eligible

employees covered under this Agreement may change over time and that the fee will be pro-rated and adjusted accordingly.

2.2 Billing. PAS shall send an itemized bill to:
Stephanie Romagnoli
Human Resource Manager
City of Muscatine
215 Sycamore Street
Muscatine, IA 52761

2.3 Payment. Remittance is due upon receipt of the invoice – net 10 days to Preferred Resource Network, Inc. d/b/a Personal Assistance Services, 9735 Landmark Parkway, Suite 17, St. Louis, MO 63127, Fed. ID 43-1613278.

2.4 Limitation of Payment. CUSTOMER will compensate PAS for the amount specified in 2.1 above and 3.4.B below.

2.5 Form of Payment. CUSTOMER agrees to pay all fees for services under this Agreement by check or ACH transfer. Payments for services by credit card, third-party electronic payment processor or electronic settlement network require amendment to this Agreement and fee adjustment.

ARTICLE III - SCOPE OF SERVICES

3.1 EAP Plan Administration.

A. Confidentiality. PAS will preserve the confidentiality of EAP counseling and referral records, and discussions with CUSTOMER and Subscribers. PAS will assure the confidentiality of Subscriber communications, and comply with all applicable state and federal privacy and confidentiality laws, including, but not limited to, Public Laws 91-616 and 92-255; the Drug Abuse Office and Treatment Act of 1972, 21 USC 1175; the Comprehensive Alcohol Abuse and Alcoholism Treatment and Rehabilitation Act of 1970, 42 USC 4582, the Privacy Act of 1974, Public Law 93-579, 5 USC 552A, Public Law 104-191 (Health Insurance Portability and Accountability Act), 45 CFR §160 and §164 (“The Privacy Rule”), and other applicable regulations.

B. Special Applicability of The Privacy Rule Contained in Public Law 104-191 (Health Insurance Portability and Accountability Act), 45 CFR §160 and §164. To the extent that EAP provides treatment (as defined at 45 CFR §164.501 of the Privacy Rule) of any Subscriber, EAP shall be deemed a Covered Entity and not a Business Associate, and shall not use or disclose (“disclosure” as defined in the Privacy Rule) any Subscriber’s Individually Identifiable Health Information (as defined in the Privacy Rule and hereafter referred to as Protected Health Information) to

CUSTOMER, including its Human Resource Department, except as specifically permitted by the Privacy Rule.

C. EAP Liaison. CUSTOMER will appoint an EAP Liaison, who will interface with PAS to give exposure to, monitor and promote the utilization of the program by Subscribers. CUSTOMER shall have the right to designate a substitute person as EAP Liaison from time to time upon notification to PAS and may change the same from time to time.

D. Quarterly Reporting. PAS will provide CUSTOMER quarterly reports on the use of the services. Said report will include the number of Subscribers using the service, the type of problem involved, sources of referral, and other descriptive data. In making such a report, names and other identifying information will not be used.

E. Client Satisfaction Evaluation. Evaluation of PAS by those participating in PAS services shall be achieved through anonymous questionnaires and surveys. CUSTOMER and PAS shall develop a mutually acceptable evaluation feedback system.

F. Medical Benefit Plan Information. CUSTOMER will provide PAS with a copy of CUSTOMER current behavioral health summary plan description and any changes thereto made during the term of this Agreement as well as other Subscriber benefit information that will assist PAS in making referrals for subsequent treatment.

G. Continued Services After Contract Expiration/Termination. In the event of contract expiration or termination, PAS will provide assessment, consultation and follow-up services for those Subscribers utilizing PAS prior to contract expiration or termination of this Agreement. Such services will be provided until the case is resolved or successfully referred.

H. Continued Services After Subscriber Separation. PAS will provide assessment, consultation and follow-up services to Subscribers upon separation for up to thirty (30) days after separation and until the case is resolved or successfully referred. In the event that CUSTOMER elects to continue coverage to separated employees for longer than thirty days, CUSTOMER will notify PAS by submitting an eligibility file to PAS and including the separated employees in the eligible employee count for the applicable billing period.

3.2 Counseling Services. PAS and its affiliates shall provide EAP case management services to CUSTOMER and Subscribers as requested by CUSTOMER, in accordance with Paragraph 3.2, Items A through D herein. The services shall include the following:

A. Service Design. PAS agrees to provide EAP counseling services for Subscribers designated from time to time by CUSTOMER. Such services shall include assessment, referral, and/or solution-focused brief counseling for personal problems, including, but not limited to, chemical dependency, mental health problems, marital and relationship issues, family problems, financial and legal difficulties. These services will include telephonic or office-based sessions with a PAS case manager to assess the problem, provide brief counseling and/or refer the individual, if necessary, to an appropriate community resource, and to follow-up with the Subscriber. In the state of California, sessions are limited to 3 in any 6-month period per law.. Fees for professional services rendered outside the EAP system (i.e. not provided directly by PAS or its designated Affiliate Providers) will be the responsibility solely of the Subscriber. PAS shall neither solicit, charge, nor accept any payment of fees from the CUSTOMER Subscribers for EAP services provided.

PAS further agrees to provide services including assessment, treatment recommendations, provider referrals and case management for employees referred to PAS by CUSTOMER as part of a performance improvement process and/or in compliance with the CUSTOMER's Drug-Free Workplace policies and/or the Department of Transportation (DOT) Drug and Alcohol Testing Regulations 49 CFR Part 40 and/or in compliance with employer-specific mandated EAP services mutually agreed upon by PAS and CUSTOMER.

B. Staff Credentials. PAS agrees to provide experienced, licensed and fully credentialed counselors from professionally recognized mental health disciplines to provide EAP counseling services. PAS staff is capable of assessing and treating a wide range of Subscriber problems including, but not limited to, psychological issues, substance abuse, relational conflicts, and family problems.

C. Affiliate Providers. PAS shall maintain a network of appropriate community resources, care providers and professional counselors hereafter referred to as "Affiliate Providers", to provide assessment, referral and emergency treatment on an independent contractor basis with PAS for Subscribers in geographic areas where PAS does not have employees or to meet special needs. PAS agrees to provide experienced, licensed and fully credentialed affiliate counselors from professionally recognized mental health disciplines to provide EAP counseling services. Affiliate providers are capable of assessing and treating a wide range of Subscriber problems including, but not limited to, psychological issues, substance abuse, relational conflicts, and family problems.

D. Service Availability. PAS shall provide 24-hour, 7-day a week phone answering capability and an after-hours Crisis Intervention Service. Consultation will be provided by day, evening or weekend appointments. Arrangements for an appointment will be made for the caller's convenience to the greatest extent possible.

3.3 Life Management Services. PAS and its affiliates shall provide Life Management services to CUSTOMER and Subscribers as requested by CUSTOMER, in accordance with Paragraph 3.3, Items A through T herein. The services shall include the following:

A. Elder care Consultation and Care Management. Subscribers requesting assistance with elder care concerns will be assisted by PAS and its affiliated staff of geriatric care managers and financial consultants. Elder Care managers are available to families through telephonic consultation. The benefit covers up to two (2) hours of Care Coordination (consultation with family members and caregivers; needs assessment and development of a customized plan with options for care; referral to community resources to help an older person living at home; independent/retirement community, residential/assisted living, and nursing home placement assistance; support for long distance caregivers; crisis intervention and prevention) and/or Financial Consultation (assessment of Medicaid and Medicare eligibility for home-based and facility-based care; Medicare Part D, Supplement/Medigap, and Advantage plan advice and assistance; assessment of Veteran's benefits eligibility; Medicaid planning and asset protection).

B. Child/Elder Care Resource and Referral. PAS Subscribers requesting assistance with child care concerns will be assisted by PAS and its affiliated Dependent Care Specialists (DCS) to assess their needs and explore options. PAS has contracted with a dependent care information and referral service that maintains a database of state licensed vendors to provide child care and elder care services. In addition to sending a detailed list of available care resources according to geographic request, the benefit also covers an enhanced personalized Parent Information Packet or Caregiver Information Packet at no cost to the Subscriber. The service seeks to educate caregivers to make informed care decisions. PAS also provides assistance in locating adoption related resources.

C. Legal Consultation. Legal Consultation is provided in partnership with PAS affiliated attorneys. PAS Subscribers requesting assistance with non-employment related legal concerns are transferred to our Legal Services Call Center for an assessment to determine the appropriate services needed to address the

Subscriber's concern. The service options include either a telephonic consultation with an attorney in their state or a referral for an in-person consultation with an attorney in the Subscriber's local area. The initial consultation in both service options is provided to the Subscriber at no cost. If the Subscriber chooses to retain the services of the in-person attorney any additional services beyond the initial assessment will be the financial responsibility of the Subscriber. The in-person attorney will offer the Subscriber rates at a discount of 25% below their usual and customary fees.

D. Tobacco Cessation Coaching. PAS provides telephonic access to tobacco cessation coaches who provide support and education for Subscribers who are considering quitting smoking or using smokeless tobacco and help Subscribers plan, take action, and maintain lifestyle changes through the process of quitting. In addition, informational workbook materials are provided to help Subscribers reach their goals and stay quit.

E. Weight and Nutrition Consultation. Participants receive up to three (3) hours of telephonic access to registered dietetic specialists who provide personalized guidance to help Subscribers improve their wellness and quality of life. The team of dieticians provides education and support to help with: managing weight, meal planning and healthy cooking, developing nutritional strategies to prevent or control health conditions such as diabetes, osteoporosis, high cholesterol, high blood pressure, food intolerances, healthy eating for athletes.

F. Financial Consultation. PAS provides financial consultation through a reputable national financial counseling service staffed by qualified financial specialists. Participants requesting information and strategic advice about financial planning priorities, investments, budgeting, debt and loan consolidation, estate settlements, retirement planning, insurance, tax considerations, and general financial information receive access to financial specialists via telephonic consultation.

G. Education Planning Services. PAS provides telephone access to a college specialist to assess and review each caller's situation, discuss the options available and conduct a thorough research of undergraduate, continuing education, graduate or vocational/technical school programs that meet the parameters of the caller's requests. A packet will be mailed to the caller that may include information on preparing for and financing college, enrollment dates, costs, application fees, housing, degrees offered, student activities, available scholarships, financial aid.

H. Will Preparation. This service provides participants with online access to simple individual and spousal will forms including: Last Will and Testament with downloadable forms and instructions, Living Will/ Advance Health Directives with downloadable forms and instructions. Once completed online, the documents may be downloaded, signed, witnessed and notarized and then kept in a safe place. Participants may access the PAS Legal Consultation service to answer general questions about wills. If user's needs and circumstances are beyond the parameters of a Simple Will as defined by user's state, user will receive a 25% discount from the attorney's hourly rate.

I. Retirement Consultation. Skilled retirement coaches provide up to three (3) hours of telephonic consultation that concentrates on the many areas of retirement that are non-financial. Participants are supported throughout the consultation process with educational material and self-study worksheets.

J. Parenting/Education Consultation. Caregivers of children 0-18 years of age have the opportunity to receive up to three (3) hours of telephonic consultation with a team of certified allied health professionals whose expertise includes child development, behavior modification, speech-language, sensory processing, education (both special and gifted), and Individualized Education Plan (IEP) processes. After a comprehensive interview to gather pertinent details of the caregiver's concerns, the parenting consultants provide information and guidance in understanding typical and atypical development and suggest strategies and resources to address those concerns.

K. Health Coaching. PAS provides up to three (3) hours of telephonic consultation from health coaches to assist participants with health concerns to improve their quality of life. Health coaches provide education and self-help tools on health condition management; tips to effectively communicate with treatment providers; using nutrition and exercise to improve overall wellness; finding answers to questions regarding diagnoses, testing, medications and procedures; learning ways to live well with illness and support to adapt positively to life changes.

L. Identity Theft. Participants receive a telephonic consultation with an Identity Theft Recovery Specialist who explains what identity theft is, how to prevent identity theft and how to recover from it. Participants will receive informational handouts, verbal instructions on how to restore identity and informational tip sheets.

M. Career Coaching. PAS provides telephonic access to skilled career coaches who guide subscribers through a personal assessment of skills, competencies and

interests using a variety of career measurement tools. This service includes up to three (3) hours of telephonic consultation in techniques for networking internally including conferring with management and Human Resources, using posted job descriptions as a source for exploration, conducting informational interviews to learn more about CUSTOMER functions and preparing for the internal interview.

N. Organization and Productivity Coaching. PAS provides telephonic consultation of up to three (3) hours with a PAS organizer coach to assist in developing time management skills, developing strategies to organize home, office and digital media.

O. Life Coaching. PAS provides telephonic consultation of up to three (3) hours with a PAS coach to assist Subscribers to identify and achieve goals, make changes that improve overall well-being, consider options when making a significant decision or life transition, and stay focused on their core values and passions.

P. Fitness Coaching. PAS provides up to 3 hours of telephonic access to fitness coaches who provide personalized guidance to assess fitness status, health consideration and fitness goals, assist in designing a structured exercise program, develop and achieve goals related to fitness, health and wellness, teach correct exercise methods through demonstration, explanation and cueing (when video is possible), overcome challenges and obstacles to achieving goals, and consult on nutritional requirements to support a healthy lifestyle.

Q. Homebound Education Coaching. PAS provides up to 3 hours of telephonic access to homebound education specialists to support parents whose children are engaged in virtual classroom learning, home schooling or other hybrid education models. Parents receive coaching to help children transition to online and/or homebound learning, create a schedule that works for the whole family, coordinate schedules for multiple children and different grade levels, align projects and resources, select additional topics and areas of study, locate and utilize optional learning resources, and balance education and remote work.

R. On-Line EAP Services. PAS provides Subscribers with a variety of on-line services that include LifeTools and Resource centers, management services, on-line training, and workplace support handouts (illness, death, disaster, drug free workplace, guidelines for substance abuse referrals, supervisory referral continuum).

S. MindHealth Matters monthly digital publication. State-of-the-art, engaging and interactive digital monthly wellbeing magazine that instructs users in wellbeing

principles and practices and provides rapid access to PAS-specific as well as public wellbeing support resources. Accessed by simply clicking on a PAS-provided link, subscribers immediately experience interactivity and personal engagement in wellbeing resources without having to download an app, create a user account or sign in. Easy point-and-click access from any device to easy-to-read, enjoyable wellbeing news reinforces repeated engagement. Instructionally designed content includes interactive, clickable graphics and exercises.

T. eM Life digital wellbeing solution. Expert teachers every day of the week, multiple times per day provide 14- minute and 30-minute guided practice sessions. Each day, the platform offers a new, practical skill to help address the stressors we all face: anxiety, parenting, financial stress, mindful eating, sleep, working with remote teams, medical professional compassion fatigue, diversity and inclusion, and more. In addition to the daily live mindfulness sessions, eM Life has hundreds of hours of on-demand content across a wide range of topics and health concerns, online communities for social good, and participation rewards that include donations made to the charity of user's choice. It also features the option to connect with a PAS counselor directly from the platform.

3.4 Organizational Services. PAS and its affiliates shall provide organizational services to CUSTOMER and Subscribers as requested by CUSTOMER, in accordance with Paragraph 3.4, Items A through C herein. The services shall include the following:

A. Policy and Procedure Development. PAS agrees to assist CUSTOMER in updating, as necessary, a policy regarding personal problems that affect on-the-job work performance, which is coordinated with CUSTOMER existing general personnel policies and performance management procedures. PAS will maintain procedures for access to the EAP that best meet the needs of CUSTOMER. Referral procedures will be developed for Subscriber self-referral, supervisory referral/job performance referral, and medical/drug-free workplace referral.

B. Organizational Support. Up to three (3) hours of organizational support services are included each plan year at no charge. Travel fees and cancellation fees, customization and training development fees may apply. CUSTOMER may request any of the following types of support services below:

- Personal and Professional Development seminars
- Critical Incident and Disruptive Event Support Services - on-site and virtual counseling services, critical incident debriefing services
- On-site and virtual Health and/or Benefit Fair Participation

- Employee and supervisory orientation to acquaint with EAP and procedures for using EAP
- On-site management consultations

Additional organizational support services may be purchased for a fee:

Critical Incident Response	\$250/hour
Training – virtual or onsite	\$200/hour
EAP Orientation	\$150/hour
Health/Benefits Fair Attendance	\$150/hour
Mental Well-Being Check-Ins (up to 3 per hour)	\$150/hour

C. EAP Awareness Activities. With prior approval of appropriate CUSTOMER personnel, PAS will provide ongoing EAP communication materials in electronic format for CUSTOMER’s use in promoting the EAP. These may include: bulletin board displays, handouts, flyers, wallet cards, newsletters, posters, postcards, suggested letters for home mailings, etc. Customization, printing, mailing and shipping fees may apply.

3.5 Incentivized Services. Except as provided by Amendment or separate Agreement Rider, CUSTOMER will not promote the use of Services through financial or other incentives or rewards to Participants (“Incentivization of Services”). Management referrals of employees for workplace or personal concerns are not incentivized. Fees for Incentivized Services are negotiated separately and attached to this Agreement by separate Rider.

3.6 Excluded Services. The following services are not provided by PAS:

- Psychological, educational, neurological or psychiatric testing
- Long-term or specialized psychological treatment for complicated diagnoses
- Aversion therapy, hypnotherapy, or biofeedback
- Medical care, including psychiatric care, medication and medication management
- Inpatient or facility-based care
- Remedial and social skills education services, (such as treatment or services for cognitive rehabilitation, behavioral training, language disorders, learning disorders, etc.)
- Evaluations required by any government entity or official
- Court-mandated counseling, evaluations to be used in child custody proceedings, worker’s compensation proceedings, criminal proceedings, or any other type of legal action

- Testimony in legal proceedings and reporting for legal purposes
- Evaluations for fitness for duty determinations
- Preparation of documentation for determination of disability, FMLA documentation, excuses for leave of absence or time off
- Assessments of ability to return to work after leave of absence
- Services by providers who are not in PAS' provider network
- Preparation of income taxes or consultation on tax audits
- Legal representation
- Legal consultation regarding work-related issues; guidance on workplace issues when the Subscriber sues, or threatens to sue CUSTOMER or another employer

ARTICLE IV - LIABILITY

4.1 **Insurance.** PAS and its Affiliate Providers agree to maintain in full force and effect during the term of this Agreement, and all subsequent extensions or renewals hereof, insurance described as follows:

- Worker's Compensation - As required by the law of the State in which they do business.
- Public Liability - Limits of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence and \$500,000.00 property damage per occurrence to protect PAS against claims for personal injury to or death of one or more than one person and property damage claims that may occur as a result of operations under this Agreement.

4.2 **Hold Harmless.** PAS agrees to defend, indemnify and hold harmless CUSTOMER, its officers, directors, employees and Participants, from and against any and all claims, damages (including attorney's fees and costs) caused by a negligent act or omission of PAS, its employees, its Affiliate Providers, officers or directors. CUSTOMER agrees to defend, indemnify and hold harmless PAS, its officers, directors and employees, from and against any and all claims, damages (including attorney's fees and costs) caused by a negligent act or omission of CUSTOMER, its employees, officers, and directors.

ARTICLE V - COMPLIANCE WITH LAW

5.1 **Compliance.** PAS, its employees, Affiliate Providers and affiliates shall comply with all Federal, State and local laws, ordinances and regulations applicable to the services performed under this Agreement.

5.2 Choice of Law. The laws of the State of Missouri shall govern this Agreement.

ARTICLE VI - GENERAL TERMS AND CONDITIONS

6.1 Nondiscrimination of Employment. PAS shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, marital status, veteran's status, national origin, or handicap. PAS shall take affirmative action to ensure that employees are treated during their employment without regard to race, religion, sex, age, marital status, veteran's status, national origin, or handicap. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training including apprenticeship.

6.2 Independent Contractor. The relationship of PAS to CUSTOMER shall be that of an Independent Contractor and no principal-agent or employer-employee relationship is created by this Agreement.

6.3 Assignment of Agreement. This Agreement is not assignable by either party without written consent of the other; but this clause shall not be deemed to preclude PAS from contracting with Affiliate Providers as set forth in Article III, Section 3.2, Paragraph C above for services to be rendered to employees in geographic areas where PAS does not have employees.

6.4 Changes in Agreement. This Agreement may be amended only upon the written agreement of CUSTOMER and PAS. Notice to the parties shall be mailed to their respective principal offices. Notice to CUSTOMER shall be sent to the attention of the EAP Plan Administrator (as set forth in Article III, Section 3.1, Paragraph C above) and notice to PAS shall be sent to the attention of the President.

6.5 Copyright Notice. CUSTOMER agrees to apply the proper copyright notice as required by PAS upon the title page or other designated location of any training manuals or other authored works prepared by CUSTOMER that incorporate PAS copyrighted materials, as supplied to CUSTOMER under the terms and conditions of this Agreement. Such notice as advised shall be applied to all said materials for CUSTOMER usage in performance under this Agreement, and said notice shall be imprinted upon all of the original materials, or any subsequent printings thereof, made under this Agreement.

6.6 Extraordinary Circumstances. Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, or other circumstances which cannot reasonably be forecast or provided against.

6.7 Steps to Cure Breach. This Agreement may be terminated by the non-breaching party at any time for a breach of any of the material terms of this Agreement, if such breach shall remain uncorrected for a period of fifteen (15) days following written notice of said breach by the non-breaching party to the breaching party.

6.8 Severability. All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

6.9 Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives and assigns. No person not a party to this contract, including Subscribers, shall have any ability to enforce the terms hereof, or claim any legal right hereunder, it being the intent of the parties hereto to negate any such third-party beneficiary claim. CUSTOMER warrants and represents that it has full authority to act on behalf of all its subsidiaries, as the same may be constituted from time to time, with respect to all matters herein contained.

6.10 Standard Form Contract. This Contract is a standard form prepared by PAS. If any of the terms hereof are varied in any manner, whether by insertion, deletion or otherwise, this Agreement shall not be binding upon PAS until the changes are reviewed and approved by PAS' legal counsel or executed by PAS.

6.11 Enforceability. A signed facsimile, photocopy or electronic copy of this Agreement shall be enforceable as if such facsimile, photo copy or electronic copy was an original.

6.12 Survivability. The terms and provisions of Article III, Section 3.1, Paragraphs A and B, and Article IV, Section 4.2 shall survive the termination of the Agreement.

6.13 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter and may not be amended, modified, altered or varied except by an agreement in writing signed by the parties. All prior representations whether written or verbal are merged herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below.

PREFERRED RESOURCE NETWORK, INC.
dba PERSONAL ASSISTANCE SERVICES

BY: DocuSigned by:
Susan Skinner
4D190BF9AF3C42D...

Its: President

DATE: 9/21/2021

CUSTOMER

BY: DocuSigned by:
Carol Webb
AFB9D33FD8D1424...

Its: City Administrator

DATE: 9/23/2021

Certificate Of Completion

Envelope Id: DF056B80C49146A4B7ECE5926D6AC6F6	Status: Completed
Subject: Please DocuSign: 2021 City of Muscatine AGREEMENT.docx	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Eileen Schmitz
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	9735 Landmark Parkway
	Suite 17
	St. Louis, MO 63127
	eeschmitz@paseap.com
	IP Address: 128.92.145.59

Record Tracking

Status: Original	Holder: Eileen Schmitz	Location: DocuSign
9/21/2021 11:26:10 AM	eeschmitz@paseap.com	

Signer Events

Susan Skinner
 spskinner@paseap.com
 President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 4D190BF9AF3C42D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 128.92.145.59

Timestamp

Sent: 9/21/2021 11:33:58 AM
 Viewed: 9/21/2021 12:45:40 PM
 Signed: 9/21/2021 12:45:48 PM

Electronic Record and Signature Disclosure:

Accepted: 9/21/2021 12:45:40 PM
 ID: 8cf48c4e-ac8c-4524-8bc0-ff070e89023e

Carol Webb
 cwebb@muscatineiowa.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 AFB9D33FD8D1424...
 Signature Adoption: Pre-selected Style
 Using IP Address: 66.207.26.35

Sent: 9/21/2021 12:45:50 PM
 Viewed: 9/23/2021 1:13:12 PM
 Signed: 9/23/2021 1:13:29 PM

Electronic Record and Signature Disclosure:

Accepted: 9/23/2021 1:13:12 PM
 ID: 6cb39867-ef82-4460-9f29-6d13d55455ac

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Marcia Lunn
 mjLunn@paseap.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/23/2021 1:13:30 PM

Electronic Record and Signature Disclosure:

Accepted: 7/26/2021 9:37:37 AM
 ID: 8db77e76-d731-4f5d-815b-1e0f3c1457b1

Carbon Copy Events	Status	Timestamp
Linda Burris-Battle lburris-battle@paseap.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/23/2021 1:13:31 PM
Electronic Record and Signature Disclosure: Accepted: 3/8/2021 10:39:35 AM ID: 3d28dd00-de1a-4ca7-80dc-c38f32130843		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/21/2021 11:33:58 AM
Certified Delivered	Security Checked	9/23/2021 1:13:12 PM
Signing Complete	Security Checked	9/23/2021 1:13:29 PM
Completed	Security Checked	9/23/2021 1:13:31 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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