



ORDINANCE NO. 1981-19

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE  
EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT –  
AURORA HEALTH CARE, INC.

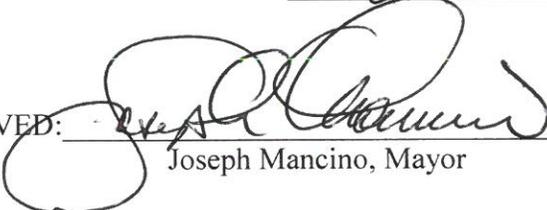
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer be, and the same is hereby authorized to execute a certain Agreement with Aurora Health Care, Inc., in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

The foregoing Ordinance was adopted by a roll call vote as follows:

AYES: Haiser, Kosik, Pless, Corrigan, Dimaggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED:   
Joseph Mancino, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: September 25, 2019

APPROVED: September 25, 2019

## EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

**THIS EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT** ("Agreement"), is entered into this first day of January, 2020 ("Effective Date"), by and between **AURORA HEALTH CARE, INC.**, a Wisconsin non-stock corporation, doing business as Aurora Employee Assistance Program (the "Aurora EAP") and **VILLAGE OF HAWTHORN WOODS**, an Illinois municipal corporation ("Employer").

### RECITALS

**WHEREAS**, Aurora EAP provides certain employee assistance program services ("EAP Services") set forth in Exhibit A (EAP Fees and Services), attached hereto and incorporated herein, to employers and other entities to promote the wellbeing of employees and other designated persons;

**WHEREAS**, Employer offers health service benefits to individuals designated by Employer as eligible to receive such benefits;

**WHEREAS**, in accordance with the terms and conditions of this Agreement, Aurora EAP desires to provide certain EAP Services to Employer and Employer desires to purchase and make such EAP Services available to those individuals designated by Employer as eligible to receive such EAP Services ("Eligible Person(s)").

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the adequacy and receipt of which are acknowledged, it is understood and agreed by the parties as follows:

### ARTICLE I OBLIGATIONS OF AURORA EAP

1.1. EAP Services. Aurora EAP, through its staff ("Staff"), shall make available and provide to Eligible Persons those EAP Services identified in Exhibit A (EAP Fees and Services) that are included in the Service Model selected and marked under Fees in Exhibit A (EAP Fees and Services). The manner in which Aurora EAP performs the EAP Services, including without limitation, work hours, location, and other details of such EAP Services, shall be exclusively determined by Aurora EAP taking into consideration the availability of Employer facilities, Eligible Persons and Aurora EAP Staff, and the normal working hours of both Employer and Aurora EAP Staff.

1.2. EAP Counselor Qualifications. Aurora EAP shall provide the EAP Services through Staff who, as and where required by law, are appropriately licensed as a mental health professional or certified as an EAP professional. Aurora EAP may subcontract the provision of EAP Services hereunder to another person or entity that maintains the appropriate licensure or certification necessary to provide the EAP Services to Eligible Persons.

1.3. Account Executive Qualifications. Aurora EAP will identify one primary account executive who shall manage implementation of EAP Services and the relationship between Employer and Aurora EAP (“Account Executive”). Each Account Executive shall hold a masters degree and be certified or eligible for certification as a Certified Employee Assistance Professional.

1.4 Insurance. Aurora EAP shall maintain in effect the following insurance coverage during the term of this Agreement:

1.4.1 Professional liability insurance covering its agents and employees against claims arising out of the EAP Services to be performed under this Agreement. Such professional liability coverage shall provide minimum limits of liability of \$1,000,000 for each occurrence and \$3,000,000 annual aggregate;

1.4.2 Worker’s compensation insurance in accordance with the statutory requirements of Wisconsin law;

Certificates of insurance evidencing the foregoing coverage shall be provided by Aurora EAP upon the request of Employer.

## **ARTICLE II OBLIGATIONS OF EMPLOYER**

2.1. Number of Eligible Employees. Employer shall provide Aurora EAP with the number of eligible employees at the start of each billing cycle.

2.2. Scheduling and Space Availability. Employer shall cooperate with Aurora EAP in the scheduling of activities provided pursuant to this Agreement. Employer shall make suitable space at Employer or another facility acceptable and available to Aurora EAP as reasonably required by and at no charge to Aurora EAP to provide trainings, orientations and educational programs.

2.3. Employer Coordinator. Employer shall designate an individual who shall serve as Employer’s internal coordinator with respect to EAP Services. Employer shall consult with Aurora EAP prior to choosing its Employer coordinator.

2.4. Dissemination of Materials. Employer shall disseminate Aurora EAP materials to Eligible Persons on a timely basis as reasonably requested by Aurora EAP.

## **ARTICLE III FEES AND INVOICING**

3.1. Fees. Employer shall compensate Aurora EAP for providing EAP Services to Eligible Persons in accordance with the fee schedule set forth on Exhibit A (EAP Fees and Services), attached hereto and incorporated herein. Those fees which are set forth on Exhibit A, shall be owed by Employer irrespective of whether any or all Eligible Persons access the EAP Services.

3.2. Fee Schedule Changes. After the Initial Term (defined below), the fee schedule set forth on Exhibit A (EAP Fees and Services) may be adjusted by Aurora EAP, at its discretion, on an annual basis, as measured from the Effective Date. Aurora EAP shall provide Employer with at least ninety (90) days prior written notice of any such changes (the “Fee Schedule Change Notice”).

3.3. Invoicing. Aurora EAP shall invoice Employer, on a monthly, quarterly or annual basis as mutually agreed to by the parties hereto, the charges for EAP Services for the upcoming billing cycle. Employer shall pay such invoice charges within thirty (30) days of receipt. Any payments not made to Aurora EAP when due may bear interest at the rate of twelve percent (12%) per annum from the due date until paid in full, or at the maximum amount allowed by law.

#### **ARTICLE IV TERM AND TERMINATION**

4.1. Term. This Agreement is effective as of the Effective Date and shall remain in effect (unless and until terminated in accordance with the terms hereof) for a period of one (1) year following the Effective Date of this Agreement (the “Initial Term”). This Agreement shall automatically renew for successive one (1) year extended terms (“Extended Terms”) unless either party provides written notice to the other party of its election not to renew the Agreement no later than sixty (60) days prior to the expiration of the Initial Term or any Extended Term. As used throughout this Agreement, the word “Term” shall include the “Initial Term” and any “Extended Term.”

4.2. Termination. This Agreement may be terminated as follows:

4.2.1. For Cause. By the non-breaching party if the other party materially defaults in the performance of its obligations under this Agreement and such default goes uncured for thirty (30) days after the non-breaching party has provided the breaching party with written notice specifying such default;

4.2.2. Mutual Consent. Upon the mutual written agreement of Aurora EAP and Employer.

4.3 Effect of Termination. Except as otherwise agreed to between the parties, Aurora EAP shall complete the provision of a course of EAP Services to those Eligible Persons who initiated receipt of EAP Services prior to termination, but who, on the date of termination, had not yet completed the standard course of EAP Services. In such a case, Employer shall pay Aurora EAP the then current Aurora EAP hourly fee for service rate for such EAP Services.

#### **ARTICLE V MISCELLANEOUS PROVISIONS**

5.1. Survival. Section 4.3 (Effect of Termination), Section 5.11 (Applicable Law and Venue) and Section 5.17 (Confidentiality) shall survive the termination or expiration of this Agreement.

5.2. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

5.3. No Assignment without Consent. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that certain of the EAP Services may be performed by entities affiliated with, controlled by, or contracting with Aurora EAP.

5.4. Entire Agreement/Modification of Agreement. This Agreement sets forth the entire understanding of the parties. No understanding, obligation, representation or agreement not set forth herein shall have any force or effect. No alteration, amendment or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Aurora EAP and Employer.

5.5. Non-Waiver. A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein; in no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

5.6. Agreement Drafted by All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

5.7. Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

5.8. Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.9. Counterparts; Facsimile Copy. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. Facsimile copies shall be deemed to be as valid as the original.

5.10. Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (i) by personal delivery; (ii) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt required; (iii) by bonded courier or by nationally recognized overnight delivery service; or (iv) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to the following addresses:

To Aurora EAP:

Aurora Health Care, Inc.  
750 West Virginia Street  
PO Box 341880  
Milwaukee, WI 53234-1880  
Attn: Senior Vice President and  
General Counsel

To Employer:

Village of Hawthorn Woods  
2 LAGOON Drive  
Hawthorn Woods, IL  
60047  
ATTN: HR Director

With a copy to:

Aurora EAP  
4067 N. 92<sup>nd</sup> Street  
Wauwatosa, Wisconsin 53222  
Attn: Director EAP  
Fax: (414) 760-5419

Notices will be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

5.11. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and the party elects to file an action in federal court) courts located in Milwaukee County, Wisconsin. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 5.11 (Applicable Law and Venue). Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 5.11 (Applicable Law and Venue).

5.12. Force Majeure. Whenever a period of time is provided in this Agreement for a party to do or perform any act or thing, such party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulations or control or other causes beyond the reasonable control of such party and in any such event such time period shall be extended for the amount of time the party is so delayed.

5.13. Compliance with Laws. Each party hereto warrants that it will adhere to and comply with all applicable federal, state and local laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations.

5.14. Independent Contractor. Notwithstanding any other provision of this Agreement, it is expressly acknowledged and agreed by the parties hereto that Aurora EAP and its agents,

employees, subcontractors, and other personnel are “independent contractors” with respect to Employer and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship with Employer.

5.15. Agency. This Agreement does not create, and shall not be construed to create, any agency/principal relationship between Employer and Aurora EAP.

5.16. Non-Exclusive. Nothing in this Agreement shall limit or restrict Aurora EAP’s right to provide the same or similar EAP Services to other persons, organizations or entities.

5.17. Confidentiality. Employer acknowledges that pursuant to this Agreement, it may receive certain information from or about Aurora EAP, the disclosure of which to a third party could result in such third party obtaining a competitive business advantage or other opportunity detrimental to the interests of Aurora EAP (the “Confidential Information”). Employer agrees that it shall not disclose any Confidential Information of Aurora EAP to third parties except upon the prior express written consent of Aurora EAP permitting each such disclosure.

5.18 Counterparts. This Agreement may be executed in counterparts, any one of which need not contain the signature of more than one party, but all of which, together, shall comprise one and the same agreement. Facsimile or scanned copies shall be deemed to be as valid as the original.

[Remainder of Page Intentionally Left Blank]

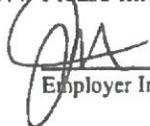
**5.19 Disclosure Concerning Automatic Renewal Provision.** As stated in **Section 4.1** of this Agreement above, this Agreement will be automatically renewed for successive one (1) year terms unless either party declines the renewal.

5.19.1. Each additional renewal is for a one (1) year period.

5.19.2 Aurora EAP may adjust its fees during a renewal term, upon ninety (90) days prior written notice, in accordance with Section 3.2 above.

5.19.3 To decline a renewal, a party must send written notice to the other party hereto in the manner and at the address specified in Section 5.10, at least sixty (60) days prior to the end of the then current term. As such, the written notice must be given before **October 31<sup>st</sup>** of the then current term, to decline a renewal for the next twelve (12) months.

5.19.4 Please initial Section 5.19 below.

  
\_\_\_\_\_  
Employer Initials

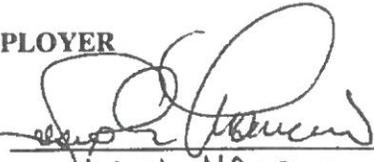
  
\_\_\_\_\_  
Aurora EAP Initials

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

**AURORA HEALTH CARE, INC.**

**EMPLOYER**

By:   
Name: PAULINA KAUTLIA  
Title: DIRECTOR EAP

By:   
Name: Joseph Mancino  
Title: Mayor

**EXHIBIT A  
EAP SERVICES AND FEES**

**I. Fees**

Indicate the requested EAP Service Model by marking the box to the left of the corresponding model with an X.

<b>Service</b>		<b>Fee/Payment Terms</b>
<b>Service Models</b>	<b>Description:</b>	
<input type="checkbox"/> <b>3-Sessions</b>	Eligible Persons shall receive the indicated number of goal focused consultations per issue via telephone, live web-video or in-person with EAP counselors. Depending on the presenting concerns, the EAP counselors may link Eligible Persons with EAP Work/Life services, professional treatment, community resources, and/or support groups, if needed. Interpreter services shall be made available to the Eligible Person as necessary to facilitate the consultation process.	\$ 25.20 per employee/year  For 125 employees
<input checked="" type="checkbox"/> <b>4-Sessions</b>		
<input type="checkbox"/> <b>5-Sessions</b>		

**II. Included Services**

The following services are standard components in both EAP Service Models.

<b>EAP Service Component</b>	<b>Description</b>
<b>Employee Services</b>	
<b>Telephone, video and in-person consultations</b>	Available for employees and household members, based on the model identified above
<b>Masters prepared counselor availability</b>	Confidential, toll-free, 24/7 coverage
<b>Interpreter &amp; TDD services</b>	Interpreters available for over 140 different languages
<b>In person appointment scheduling (non-crisis)</b>	Average – 2 days
<b>In person appointment scheduling (crisis)</b>	Same day
<b>National network of providers</b>	Over 1,000 credentialed providers throughout the US, Canada and Mexico
<b>Follow-up</b>	Offered to all clients on all cases
<b>Voluntary (non-incentivized) Behavioral Change Coaching Modules for individual &amp; performance related issues</b>	Topics include marijuana use, anger management, effective communication, managing stress and rethinking drinking
<b>Interface with treatment providers beyond the EAP</b>	When necessary, referrals are made to providers within client's insurance network or to other appropriate community resources
<b>Work/Life Balance Services</b>	
<b>Financial consultations</b>	Free 30 minute telephone consultations - additional services offered at a 25% reduced fee
<b>Legal consultation</b>	Free 30 minute in-person or telephone consultations - additional services offered at a 25% reduced fee
<b>Legal mediation information &amp; referral services</b>	Free 30 minute telephone consultations - additional services offered at a 25% reduced fee
<b>Adoption information &amp; referral services</b>	Available by telephone or online - adoption resources and referrals are provided
<b>Childcare and eldercare information &amp; referral services</b>	Available by telephone or online - childcare and eldercare resources, referrals, and individual searches are provided

<b>Educational information and referral services</b>	Available by telephone or online – K through 12 and higher education resources and referrals are provided
<b>Individual &amp; family information packets</b>	Topics include: new parents, back-to-school, higher education, summer care, etc.
<b>Electronic interactive toolkits and resources</b>	Available for more than 1,000 different physical and mental health conditions and treatment options
<b>Employee Communication</b>	
<b>EAP brochures</b>	Employee headcount + 10% - distribution at discretion of employer
<b>Work/Life brochures</b>	Employee headcount + 10% - distribution at discretion of employer
<b>Individualized wallet cards</b>	Employee headcount + 10% - distribution at discretion of employer
<b>Full size color posters</b>	Quantity determined by employer
<b>Employee/family newsletters</b>	Electronic newsletters - 3 per year
<b>Supervisory newsletters</b>	Electronic newsletters - 3 per year
<b>Education and promotional resources</b>	Monthly e-mail promotional messages
<b>Articles for company newsletters</b>	Available upon request
<b>On-Line Services</b>	
<b>On-line access to EAP services</b>	Assistance can be requested through the EAP website
<b>Self-assessment screening tools</b>	Available at <a href="http://www.aurora.org/eap">www.aurora.org/eap</a>
<b>Topical resource library</b>	Available at <a href="http://www.aurora.org/eap">www.aurora.org/eap</a>
<b>Streaming video/audio resources</b>	Available at <a href="http://www.aurora.org/eap">www.aurora.org/eap</a>
<b>Interactive employee toolkits</b>	Available at <a href="http://www.aurora.org/eap">www.aurora.org/eap</a>
<b>Supervisory toolkits</b>	Available at <a href="http://www.aurora.org/eap">www.aurora.org/eap</a>
<b>Training</b>	
<b>On-site employee and supervisory orientations</b>	Unlimited initial and follow-up orientations. 4 hours of onsite training provided per year on a variety of topics
<b>On-site topical employee and supervisory trainings</b>	
<b>Webinars and electronic training sessions</b>	Topical trainings are available upon request
<b>DOT supervisory training</b>	Available online, onsite and at various Aurora locations throughout the year
<b>Wellness committee and health fair participation</b>	EAP participation in wellness committees, health fairs and wellness events throughout the year, when requested.
<b>Consulting Services</b>	
<b>An assigned Account Executive</b>	One Account Executive assigned to each employer - one of six team members is on-call at all times
<b>Management consultation and organizational support</b>	Account Executives are available on an unlimited basis for consultation on sensitive workplace issues
<b>Supervisory referral services</b>	When referred by employer, the EAP shall facilitate at least two in-person consultations - Aurora EAP will measure and provide outcome information to the employer
<b>Drug and alcohol consulting including DOT</b>	Sample policies and related consultation available upon request
<b>Workplace EAP policy consultation</b>	Sample policies and related consultation available upon request

<b>Account Management</b>	
<b>Quarterly utilization reports</b>	Aggregate utilization data is reported to employer
<b>Annual summary reports</b>	Annual summary shows cost savings and return on investment
<b>Employee &amp; employer satisfaction summaries</b>	Included in the annual summary
<b>On-site visits by EAP Account Executive</b>	Available on an unlimited basis
<b>Crisis Response Services</b>	
<b>24/7 Crisis line</b>	Staffed by masters prepared clinicians
<b>24/7 Management consultation</b>	Account Executives available to assist by telephone in the event of a workplace crisis
<b>Pre-incident education</b>	Proactive, pre-incident training and consultation available to assist the employer
<b>Onsite crisis support (also referred to as psychological first aid)</b>	Available in the event of a crisis or critical incident

### III. Optional Services

The following services are available at an additional fee.

<b>Optional Services</b>	
<b>Extensive financial coaching program with unlimited access to financial experts for 60 days</b>	Available at an additional fee
<b>On-site financial wellness classes</b>	Available at an additional fee
<b>Fraud resolution services</b>	Available at an additional fee
<b>Incentivized wellness coaching for insurance premium credit</b>	\$255 per case – Each case includes 3 telephonic sessions with a professional counselor, all program materials, ongoing client support, and customized communication plan with Employer, third party wellness coordinator, and/or insurance TPA. Available coaching topics include Tobacco Cessation, Healthy Weight and Healthy Lifestyle