

**SIXTH AMENDMENT TO
EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT
BETWEEN
HEALTH PROMOTION NORTHWEST
AND
WHATCOM TRANSPORTATION AUTHORITY**

Whereas, the parties entered into an Employee Assistance Program Services Agreement dated January 27, 1999 (the "Agreement").

Whereas, the parties desire to amend that Agreement as set forth below.

Now therefore, the parties agree as follows:

1. Exhibits A and B are deleted and replaced in their entirety with the attached exhibits.

Except as set forth herein, all other terms and conditions of the Agreement remain valid and binding.

This Amendment is executed as of the date of the last party to sign below.

PeaceHealth
Health Promotion Northwest
800 E. Chestnut St. #3-E
Bellingham, WA 98225
360-788-6565, FX 360-788-6567

Whatcom Transportation Authority
4011 Bakerview Spur Rd.
Bellingham, WA 98226

By _____

By *Les Reardanz*

Signed: Thursday, October 28, 2021

Title _____

Title General Manager

Date _____

Date _____

EXHIBIT A

HEALTH PROMOTION NORTHWEST PERFORMANCE SUMMARY

1. Employee Assistance Services to include:
 - a. Initial consultation within 10 business days of request. Immediate response available as deemed necessary as determined by HPN. 1 to 4 visits per separate and distinct episode of need per year per Participant for assessment, referral, and follow-up to Participants. HPN, in its discretion may allow additional visits and/or extended sessions.
 - b. Referral to treatment or assistance resources congruent with clinical findings and provisions of individual health plan, which referrals shall be to qualified and licensed professionals in the area of expertise to which the request for assistance applies.
 - c. Phone consultation with supervisors regarding employee concerns, and assistance with voluntary and formal referral processes.
 - d. Systematic follow-up and evaluation of the usefulness and effectiveness of the consultations and referrals.
 - e. Ongoing communication with staff, dependents, and supervisors through brief orientation, brochures, posters, and in-service meetings as needed.
 - f. Provision of yearly utilization data.
2. Supervisory training for all management and supervisory staff in the use of the Employee Assistance Program as a management tool.
3. Other activities as mutually agreed upon by HPN and Employer.
4. It is understood that HPN's scope of work under this contract does not include long-term or in-depth employee counseling or treatment, but is for the purpose of assisting the employee in brief focal counseling and in identifying other resource professionals qualified to treat or assist the employee with respect to his/her concerns or issues.

EXHIBIT B

FEE SCHEDULE FOR 4-SESSION MODEL

Effective 1-1-2022

| # of Members | Monthly Rate | Yearly Rate |
|---------------------|---------------------|--------------------|
| 76 or less | \$200.00 | \$2,400.00 |
| 77 or more | \$2.60 Per Member | \$31.20 Per Member |

- The number of Members or covered lives (headcount) will be established at the beginning of this agreement and updated annually. In the event the number of members either increases or decreases by ten percent (10%), Company will inform HPN and an adjusted count will be used in the next monthly billing cycle.
- Billing will occur monthly, unless other previous arrangements are made. Payment is due 30 days from receipt of invoice.
- There is a \$50 per hour travel fee assessed for services provided outside a 50 mile radius of our address in Bellingham.
- Staff development trainings or workshops (for example, in communication skills, stress management, or sexual harassment prevention) are available at a fee-for-service basis of **\$300.00** per hour. The cost of training materials is additional.
- Commencing on the first day of the month following expiration of the Initial Term, HPN shall have the option, on 60 days written notice to Employer, to adjust the fees annually by an amount that does not exceed the percentage increase in the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue area (or successor index) for the preceding twelve month period. If there is not a successor index, a substitute index shall be reasonably selected by PeaceHealth.