

CONTINUUM EMPLOYEE ASSISTANCE ♦ TRAINING ♦ CONSULTING
THREE YEAR CONTRACT
January 1, 2003 - December 31, 2005

CITY OF LINCOLN

This contract is entered into by and between CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter called the "City", and the Continuum Employee Assistance ♦ Training ♦ Consulting, a non-profit corporation, hereinafter called "EAP".

WITNESSETH:

WHEREAS, there currently exist "troubled employees" working for the City with personal problems which affect job performance, and

WHEREAS, EAP has established a program of assessment and referral in such areas as alcohol abuse, family, marital, emotional, financial, and legal concerns,

WHEREAS, it is in the best interest of the employees that the City have a program of assisting and rehabilitating "troubled employees."

NOW THEREFORE, IN CONSIDERATION OF the mutual promises and agreements hereinafter contained, it is agreed between the parties as follows:

EAP agrees to provide the following services as appropriate and/or as requested by the City/County Personnel Department.

A. BASIC SERVICES:

1. Ongoing assistance in maintaining an Employee Assistance Program policy statement regarding employees with job performance problems and/or with personal problems which may affect job performance.
2. Ongoing assistance in integrating the Employee Assistance Program with existing City's policies and procedures. Upon request of the City, and EAP Consultant shall participate in scheduled meetings with supervisory personnel as a resource person for job performance and EAP related issues.
3. Review of the City's insurance options currently available to employees.
4. Formal training for supervisors and union representatives on how to work effectively with employees who are not performing satisfactorily. This initial EAP training module for supervisors and union representatives focuses on how to work with an employee with job performance problems and when and how to refer to EAP.

Update meetings with supervisors are available each year to report on activities and clarify the role of the supervisors working with employees with unsatisfactory work performance.

5. The City may also select additional supervisory training options within the contract year. The options are made available to the City and listed as standard supervisory training programs in our training outline packet. Trainings are available on-site at the City and through our All-Company Training format.

6. Ongoing consultation services for all management and union representatives on how to approach an employee who is not performing satisfactorily. Consultation services include assistance in how to document job performance problems, how to set targets for improvement, how to prepare for a corrective interview, how to evaluate subsequent work performance and when and how to refer an employee to the Employee Assistance Program. EAP consultation services provided before the employee is seen by the EAP are considered Basic Services. Consultation services after the employee contacts EAP are considered Client Services.

7. Employee Orientations and/or Stress Awareness/Employee Orientation programs are available for all new employees or as a refresher.

The City may also select additional employee education workshops within the contract year. The options are made available to the City and are listed as Employee Workshops in our training outline packet. Workshops are available on-site at the City and County employees may attend those offered through the All-Company Training format.

8. Provision of publicity materials for employees and family members, such as personal letters, brochures, posters, wallet cards, and newsletters.

9. Ongoing coordination with the designated contact person of the City to maintain the program and evaluate its effectiveness.

10. Quarterly reports detailing the number of employees and family members served and program activities; annual report summarizing the use and activities of the program, client demographics, nature of problems and outcome data.

11. Assistance in designing and maintaining a cost effectiveness analysis to measure the impact of the program for the City.

B. CLIENT SERVICES:

1. Counseling services for employees and their family members for a variety of personal problems. EAP direct client services include the following services: assessment, short-term EAP problem-solving, referral to an appropriate community resource for continued care, consultation as needed with the supervisor or union representative noted in the signed release and ongoing consultation and follow-up with the referral source and client to monitor progress.

2. Counseling services are provided in the EAP's office or at the City. Some counseling may be done over the phone. EAP's WATS line is available to clients residing outside of Lincoln.

3. Twenty-four hour emergency telephone and counseling service to the City's employees and their immediate family members.

4. Life Enhancement Services including information, education, and resources of work/life topics such as parenting, caregiver support and grief. Services may be provided via telephone, mail, e-mail, or face-to face.
5. Free initial consultation and referrals provided face-to-face or telephone with attorney firms selected by EAP. These referrals will be based on the client's personal concerns and not related to the workplace.

The City agrees to participate in the following activities which are intended to enhance the effectiveness of its Employee Assistance Program.

1. Ongoing distribution of publicity material to notify employees and family members of the availability of the program.
2. Maintenance of a separate, confidential filing system for confidential correspondence relating to City employees or family members.
3. Maintain a pattern of communication with EAP staff to monitor progress of the program; consultation with supervisory and union personnel to encourage referrals to the EAP and subsequent follow-up.
4. Internal coordination and scheduling of supervisory training and employee orientation and education programs.
5. Participation in EAP sponsored or recommended education meetings such as the Company Coordinators' Meetings.
6. Insurance option(s) for the coverage of inpatient and/or outpatient treatment of chemical dependencies and mental illness. (It is the employee's choice to subscribe or not subscribe to the insurance plan(s) made available by the City.)
7. Assistance in gathering data for a cost effectiveness study measuring the impact of the program in the City.

Fees for EAP Services:

Year One: January 1, 2003 - December 31, 2003
Employee Population: 1927
Fee: \$62,000.00

Year Two: January 1, 2004 - December 31, 2004
Fee: \$63,500.00

Year Three: January 1, 2005 - December 31, 2005
Fee: \$65,000.00

Costs in excess of the latest approved contract or attributable to actions which have not received required approval of the City-County Personnel Department shall not be chargeable against the City and the City shall not be liable for any such unauthorized cost.

EAP shall permit and require its agents and employees to permit the Finance Director of the City or his authorized representative to inspect all work, materials, payroll, records or personnel, invoices of material, and other relevant data and records, and to audit the books, records, and accounts of EAP pertaining to this Contract. EAP shall submit a copy of its annual independent audit to the Finance Director of the City within thirty (30) days of receipt of such audit.

EAP shall not execute any contract or obligate itself in any manner with any third party with respect to the project provided herein without prior written concurrence of the City/County Personnel Department.

In connection with the carrying out of this Contract, EAP shall not discriminate against employees or applicants for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, EAP shall fully comply with the provision of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age or marital status.

During the term of this contract, EAP agrees to comply with the requirements of the Immigration Reform and Control Act of 1986.

Neither EAP nor any of its contractors or subcontractors shall enter into any contract or subcontract or arrangement in connection with the program in which any office, agency, or employee of EAP during his tenure or from one year thereafter has any financial interest direct or indirect.

The City shall not be obligated or liable hereunder to any party other than EAP.

In the event of any breach or default hereunder by EAP during the term of this Contract in performing the terms and conditions required of EAP hereunder then and upon the happening of such event, the City shall give written notice to EAP of such breach of default and EAP shall immediately surrender to the Finance Director of the City the prorated balance remaining in the contract year.

If any portion of this Contract is held invalid, the remainder hereof shall not be affected if such remainder would then continue to conform to the terms and requirements of the applicable law.

Should funding not be appropriated for any employee assistance services before December 2005, the City may notify EAP in writing and cancel this contract. A refund, if any, shall be prorated based upon the number of months of service and the total annual cost for that year.

If the City options to renew for an additional 3-year period, the fee will be negotiated based on the last three year's usage. Assuming the employee population at the City remains relatively constant at 1927, EAP fees will be as shown but can be further negotiated at the time of each annual review if the City's employee population increases or decreases by 10% from the preceding year.

This contract represents the entire and integrated agreement between the City and EAP and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended or assigned upon written agreement of the parties and signed by the City and EAP.

The terms of this contract shall be for a period of three years from and after January 1, 2003.

IN WITNESS WHEREOF the parties have hereto caused this Contract to be executed this

_____ day of _____, 20_____.

ATTEST:
City of Lincoln, Nebraska
a municipal corporation

Continuum EAP
A non-profit corporation

Mayor

Board President

Date

Executive Director