



# City of Grand Island

Tuesday, September 27, 2016

Council Session

## Item G-15

**#2016-234 - Approving Employee Assistance Program Renewal**

Staff Contact: Aaron Schmid, Human Resources Director

# Council Agenda Memo

**From:** Aaron Schmid, Human Resources Director

**Meeting:** September 27, 2016

**Subject:** Approval of Employee Assistance Program (EAP)  
Contract Renewal

**Presenter(s):** Aaron Schmid, Human Resources Director

## Background

The City of Grand Island provides employees with an Employee Assistance Program (EAP). This benefit is designed to assist employees in resolving personal problems (e.g. mental health, family issues, substance/alcohol abuse, financial issues) through counseling by qualified mental health professionals. The City also utilizes EAP for in-house services such as critical incident stress debriefing, harassment training and wellness education. The City currently has a contract with Family Resources of Greater Nebraska (Family Resources) that will expire September 30, 2016.

## Discussion

The current contract with Family Resources includes an option for renewal. The renewal period would run from October 1, 2016 to September 30, 2017. EAP would continue to honor their current pricing at \$9,000 per year. Family Resources has held their pricing consistent for the past three years. The City and employees continue to be satisfied with services.

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the contract with Family Resources of Greater Nebraska PC to provide EAP services to City employees.

## **Sample Motion**

Move to approve the contract with Family Resources of Greater Nebraska to provide EAP services to City employees.

**EMPLOYEE ASSISTANCE PROGRAM CONTRACT**  
between  
**The City of Grand Island**  
and  
**Family Resources of Greater Nebraska PC**



*Helping You Move Forward!*

**October 1, 2016 – September 30, 2017**

**July 29, 2016**

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# FAMILY RESOURCES OF GREATER NEBRASKA PC EMPLOYEE ASSISTANCE PROGRAM

## EMPLOYER AGREEMENT

This Agreement is made by and between **Family Resources of Greater Nebraska, PC**, a Nebraska professional corporation, (hereinafter FRGN) and **the City of Grand Island** (hereinafter Employer.)

**Whereas**, FRGN provides Employee Assistance Program services; and

**Whereas**, Employer desires to provide such services to its employees;

**Now therefore**, the parties agree that Employer will purchase from FRGN, Employee Assistance Program services for its employees in the manner and on the terms and conditions as set forth below.

**Term and Termination:** This agreement shall be for a term of one year commencing October 1, 2016. Either party may terminate this Agreement at any time upon sixty days prior written notice to the other party.

**Eligibility for Services:** The services provided by FRGN under this agreement shall be available to Employer's employees and employee family members, hereinafter called clients. Employee family members as used herein shall mean:

- a. the employee's spouse;
- b. the employee's domestic partner
- c. the employee's minor children;
- d. the employee's parents, siblings or others who regularly reside with the employee and are legal dependents of the employee.

**Fees:** For services provided under this agreement, the Employer shall pay FRGN an annual fee of \$9,000.00 to be billed on a quarterly basis. The fee shall be paid quarterly in installments equal to twenty-five percent (25%) of the annual fee which will be billed in the amount of \$2250.00.

The City of Grand Island agrees to submit an updated employee roster on a quarterly basis.

**Contract Renewal:** This agreement shall be for a term of one year commencing October 1, 2016 and shall automatically renew for the 12 month period of October 1, 2016 to September 30, 2017 thereafter unless terminated as provided herein. Either party may terminate this Agreement at any time upon sixty days prior written notice to the other party.

If this agreement is terminated by either party during a period for which payment has already been made, FRGN shall refund to the Employer within thirty (30) days after the effective date of termination, the pro-rata portion of fees paid for the period of time following termination.

**Program Services:** In consideration for the fee described in paragraph 3, FRGN will provide program services that are designed to identify and resolve problems for clients impaired by personal concerns. These services may vary from case to case depending upon the nature of the client's presenting issue(s) and the various resources available for its resolution, but shall generally include the following **Employee Assistance services**:

- a. Meet with client for assessment of presenting issues and/or concerns.
- b. Develop and recommend a plan of action.
- c. When clinically appropriate, mental health/substance abuse professionals shall provide short-term, solution-focused counseling to assist clients resolve concerns.
- d. When clinically appropriate, refer within FRGN or to outside professionals, for appropriate diagnosis, treatment, on-going therapy and/or assistance.
- e. Where the client is referred for treatment, on-going therapy and/or assistance, provide follow-up contact to monitor progress and assist with post-treatment planning.
- f. Assist with assessing insurance or other third-party payment of expenses of outside services to which referred.

**Employer services:**

Consult with and train appropriate persons within the Employer's organization to identify and resolve job-performance issues relating to employee concerns.

The above services shall be limited in quantity to those services purchased by Employer and described in EXHIBIT A, attached hereto. Additional services described in EXHIBIT B are also available to Employer on an as-needed basis at the fees stated therein.

This Employee Assistance Program shall not provide medical diagnosis or treatment, long term counseling, psychiatric care, legal advice or financial advice, but may refer employees to appropriate resources within FRGN or to other professionals that provide those services.

**Access to Services:** All initial contacts by the client shall be with FRGN's Grand Island office, either in person or by telephone. Assessment and counseling services for clients will be provided at the offices of FRGN in Grand Island unless it is in the best interest of the client to be served in another location with services provided by a FRGN affiliate provider.

**Additional Services:** If a client is referred for services beyond those provided under this Agreement, the clients will be advised of this and his/her financial responsibility for the cost of such services, and assisted in evaluating any available health insurance

reimbursement or other third-party coverage. Such services may, when deemed appropriate, be provided by FRGN or an affiliate described in paragraph 5 above.

**Reports:** FRGN shall provide annual and quarterly reports to the Employer that shall contain the following information:

Quarterly:

- a. Total number of client inquiries regarding program services.
- b. Total number of clients who actually used the services.

Annually as requested:

- c. Total number of contacts with employees and family members.
- d. Whether the contacts were in person or telephone sessions.
- e. What additional referrals, if any, were made to professional or community resources.
- f. Nature of referrals to services, (i.e., whether they were self-initiated, initiated by a family member or by the Employer.)
- g. Such other information to which the parties mutually agree.

**Employer's Obligations:** In addition to payment of fees as provided in paragraph 4 herein, the Employer shall:

- a. Provide FRGN with a current employee roster, including employee's mailing address and update such information on a quarterly basis.
- b. Appoint an internal employee assistance coordinator to plan and assist in implementing the program and act as Liaison with the program.
- c. Provide FRGN with a copy of all employment policies currently in force.
- d. Provide FRGN with current hospitalization and health insurance policies and other employee benefits relevant to the program to enable FRGN to make effective referrals.

**Confidentiality:** Reports and information provided to Employer shall be summaries and shall not identify any employee or family member by name or other identifier. Information regarding any identified or identifiable individual employee or family member shall be confidential, and shall not be provided to the Employer without the individuals' expressed written consent. A copy of FRGN's Policy on Client Confidentiality is attached to this agreement.

**HIPAA Privacy Rule:** Family Resources of Greater Nebraska agrees to the provisions of these requirements to protect the interest of all parties and agrees to provide each client with the appropriate HIPPA documentation.

**Miscellaneous:** The laws of the State of Nebraska shall govern this agreement. This agreement may not be assigned, except as provided in paragraph 5 regarding FRGN affiliates, without the written agreement of both parties. The foregoing constitutes the entire agreement of the parties and supersedes all prior agreements either oral or written.

IN WITNESS THEREOF, the parties have executed this agreement on \_\_\_\_\_, 2016.

*City of Grand Island*

*Family Resources of Greater Nebraska, PC*

*By:* \_\_\_\_\_  
*Mayor*

*By:* \_\_\_\_\_

*Attest:*

*By:* \_\_\_\_\_  
*City Clerk*

*Resolution #* \_\_\_\_\_

*Approved as to Form:*

*By:* \_\_\_\_\_  
*City Attorney*



## EXHIBIT A

### **Employee Assistance Program Services Purchased by The City of Grand Island From Family Resources of Greater Nebraska, PC**

#### **Six Session Per Incident EAP**

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**Provide up to six 50-minute sessions per family member per incident** with a licensed mental health professional or substance abuse counselor, per contract year. Sessions for initial consultation and assessment are included in the six-session limit. Complete evaluations for substance abuse utilize only one EAP session. Sessions remaining after the assessment is completed may be used for short-term, solution focused therapy if such therapy is determined by the assessing clinician to be clinically appropriate. Sessions are available to all full and part time employees, their spouses, life partners, significant others if in two year minimum relationship, their dependent children under the age of 26, and dependent parents who resides with the employee (proof of residence and dependency required).

**Provide up to two follow-up phone** contacts per client, per incident if deemed necessary by the therapist.

**Provide 24-hour emergency telephone access** to a licensed mental health professional.

**Provide up to four employee orientation meetings** for new hires upon request of personnel department as well as unlimited access via the Family Resources website.

**Provide up to twenty hours of onsite supervisory and/or employee Wellness Education In-services, when requested.** Topics to be selected by an authorized Official of the City of Grand Island.

**Provide Mandatory Supervisory Sessions** upon request and obtain all necessary paperwork to conduct business with referral source. At the discretion of Family Resources staff, up to three sessions may be required per mandatory referral, at no additional cost to the city. This process would not affect an employees' personal sessions. Releases of information would be obtained during this process to insure complete cooperation between EAP, employee, City supervisor and HR in correcting workplace behavior or performance situations.

**Provide sufficient posters and brochures** at Employer's sites to promote EAP services.

**Provide electronic newsletters** up to six times per contract year to the office of Human Resources for inclusion in the city's employee newsletter.

#### **Compile and submit quarterly utilization reports**

**Provide up to 50 hours per contract year of telephone consultation** with licensed mental health professionals for Employer's designated managers. The time of each call will be recorded and counted against the annual total. The minimum time recorded shall be 10 minutes. Response time for this consultation will be 15 minutes for those calls designated as

an “emergency” by Employer’s designated managers and 2 hours for all other calls. (Employer will provide FRGN with list of managers/administrators approved to receive this service)

**Provide an educational information library** for all employees to access on the Family Resources website.

## EXHIBIT B

### Additional Employee Assistance Program Services Available to The City of Grand Island From Family Resources of Greater Nebraska, PC

**\*The following services are available on an as-requested basis.**

On-site critical incident stress debriefing services: \$150.00/counselor/hour (including travel time)  
This service includes the following: FRGN shall provide a qualified mental health provider who will serve as the coordinator of Critical Incident Stress Debriefing services. This mental health provider will work closely with Employer's existing in-house team of trained professionals and will serve as the contact for initiation of services, contact and coordination of the team, oversee periodic meetings and training and will serve as the mental health provider at each incident as requested by Employer. The mental health provider's time will be recorded in minimum segments of at least 15 minutes and charges for the service will be billed to Employer quarterly.

Additional phone consultation with designated managers @\$25.00 per call. This service allows Employer the opportunity to purchase telephone consultation in addition to the 10 hours provided in Exhibit A.

Additional follow-up phone calls for employees and covered family members @ \$25.00 per call. This service allows employer the opportunity to purchase additional follow-up services beyond the two follow-up contacts provided in Exhibit A. (This service may be helpful for clients using EAP services because of a supervisory referral.)

With the prior approval of Employer, in-person, follow-up for employees or covered family members @ \$80.00 per hour

Wellness educational in-services: \$150.00/hour. (beyond the 20 hours included Exhibit A)

Interpretation Services: \$50.00 per hour

Contracted interpreters must meet certain standards as set forth by the management of Family Resources of Greater Nebraska.

Group Conflict Resolution involving three or more employees: \$150.00 per hour plus mileage

Emotional Quotient Inventory: \$250.00 per employee

- Includes testing, scoring, individual employee report, one department report, and one department follow-up session with Family Resources staff.
- Recommended delivery through departments
- Can be contracted for one department up to full staff

## **Confidentiality Policy Employee Assistance Program**

As an Employee Assistance Program Provider, Family Resources of Greater Nebraska (FRGN) strives to maintain the highest standards of program confidentiality to comply with legal and ethical mandates and meet the needs of our clients. In this regard, we have established specific guidelines for our own professional conduct with respect to protecting the confidence of client company employees and immediate family members.

Basic Philosophy: Except as noted in subsequent sections, FRGN, including our clinicians, staff, sub-contractors and affiliates will refrain from disclosing or communicating any information identifying and/or describing a user of our services to anyone, including an employee's family, fellow employees or supervisors, or any other persons outside our organization.

Release of Confidential Information: When assistance of any employee is requested by that person's employer and/or supervisor, we will request that the employee sign a Release of Information Form allowing our clinicians (including sub-contractors, consultants and affiliates) to communicate with the company and/or supervisor to facilitate the documentation, assessment and resolution of work-related performance problems. That release shall specify the information that may be disclosed, the purpose for such disclosure, and the effective period during which confidential information may be released to a specific party. If the employee declines to sign the Release of Information Form, we cannot confirm that the employee is a client. The company and/or supervisor may request such a release from the employee in conjunction with reviewing the performance-based consequences that will occur if the clinician cannot provide the company/supervisor with reason to expect a realistic improvement in the employee's job performance. We will request from the employee a signed Release of Information Form, which authorizes the EAP to release information to the company and/or supervisor when documentation of work performance or relationships appears necessary for making an accurate assessment or to ensure appropriate action on the part of the employee or supervisor in resolving the problem.

Communication with Treatment Providers: When an employee's issues necessitate referral to a treatment provider outside of FRGN, the employee will be asked to sign a Release of Information Form allowing our clinician or consultant to share relevant assessment information with the intended treatment provider. If it is not possible to obtain a written release (as in telephone assessment), the clinician will ask for verbal permission to release the aforementioned information and will document in the employee's record whether permission is verbally granted.

Communication of Aggregate Information: In the case of employees who refer themselves to FRGN or who are referred by a family member, we will verify such referrals only through aggregate demographic data reported to the company on a quarterly basis. The same type of information will be reported on employee family members who use our services. This demographic information does not contain data that could be used to identify specific individuals and/or family members.

Disclosure Without a Release: Federal or state laws may, in specific instances, require the disclosure of employee information irrespective of a signed and authorized release form. When a clinician has reasonable suspicion that physical or sexual abuse of a child or vulnerable adult has occurred or that there is a threat of harm to oneself or another person by the employee or an immediate family member, then disclosure to the appropriate authorities is necessary and, in

many instances, legally mandated. Records may also have to be released without a signed consent by the employee or family member if subpoenaed by a court of law.

Security Clearance: With client companies whose employees have security clearances, FRGN agrees to work cooperatively with security personnel, within established State and Federal guidelines, on medical records and information. FRGN requests that the company's personnel and/or department charged with overseeing and maintaining security continues to assume primary responsibility to ensure the integrity of the company security system. Security personnel will need to manage and assess security issues with those employees referred by self or the company for EAP services. If security obtains a signed consent from a referred employee for the disclosure of confidential information to the company and/or security personnel, FRGN will provide the designated information that may be needed by security personnel to assess the employee's risk in this respect. In the absence of a signed and authorized release, the employer must assume the responsibility for monitoring employees deemed to be a risk for breaching security.

## POINTS OF CLARIFICATION

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### **INTERPRETOR NEEDS:**

Family Resources of Greater Nebraska agrees to provide interpretive services if and when any employee of the City of Grand Island and/or their family members as covered in the EAP, who do not speak proficient English or who may be hearing impaired, requests utilization of the EAP services. The City of Grand will be billed all fees, in addition to the basic contract amount, incurred by Family Resources through interpreter contracting. See fee schedule. **Spanish Counseling services are provided in Grand Island at the office of a Family Resources affiliate.**

### **EMPLOYEE LIST**

The City of Grand Island must agree to provide a current employee list at the beginning of each quarter of the contract to be utilized for employment verification at the initial time of service.

### **HANDLING OF HARRASSMENT ISSUES:**

Should any therapist providing service to any employee of the City of Grand Island become aware of any type of harassment issues occurring in the workplace, it will be the policy of Family Resources of Greater Nebraska to request said employee to sign a release of information so that open communication can begin between the employee, the therapist, and the Personnel Administrator for the City of Grand Island.

### **RANDOM DRUG TESTING FOLLOW-UP:**

In accordance with a organization's drug testing policy, Family Resources through the contracted EAP service, would provide counseling and evaluation services, up to six sessions, to any employee who tests positive for drug use in the workplace. These mandatory sessions do not count against an employees' personal sessions. Complete substance abuse evaluations require the use of two of the six EAP sessions available to any one individual to complete.

### **CONFLICT RESOLUTION SERVICES:**

If conflict resolution is needed between two employees, their individual EAP sessions may be utilized. If conflict resolution services are needed between three or more people or within a total department, additional group conflict resolution services may be purchased. See fee schedule.

### **LOCATION OF SERVICE DELIVERY:**

All EAP services would be delivered in the Family Resources of Greater Nebraska offices in Grand Island, Kearney or York, NE unless it is in the best interest of the client to be served by an affiliate provider in another location. Practice staff will determine this need upon initial contact with the Family Resources office.

RESOLUTION 2016-234

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, Family Resources of Greater Nebraska PC is the service provider of the City of Grand Island's Employee Assistance Program (EAP); and

WHEREAS, the proposed contract renewal is for \$9,000 per year for the contract duration of one year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the agreement by and between the City of Grand Island and Family Resources of Greater Nebraska PC for the period of October 1, 2016 through September 30, 2017.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 23, 2016	☒ City Attorney