

City of Scottsbluff, Nebraska

Monday, July 17, 2023

Regular Meeting

Item Reports1

Council to discuss and consider action on the Continuum Employee Assistance (EAP) Contract and authorize the Mayor to sign the Contract.

Staff Contact: Cami Kite, Human Resources Director

CONTINUUM EMPLOYEE ASSISTANCE ♦ TRAINING ♦ CONSULTING
Three-Year Contract October 1, 2023 – September 30, 2026
CITY OF SCOTTSBLUFF

This contract is entered into by and between City of Scottsbluff, 1st Party, hereinafter called the "City" and Continuum Employee Assistance ♦ Training ♦ Consulting, a non-profit corporation, 2nd party, hereinafter called "EAP".

WITNESSETH:

WHEREAS, EAP has established a program of consultation for personnel problems and assessment and referral for a variety of personal problems, and

WHEREAS, it is in the best interest of the City and its employees to have a program to improve job performance and to assist and rehabilitate employees with personal problems, and

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

EAP services will be made available to all employees actively employed on the first of each month and immediate family members. Immediate family members are defined as follows:

- employee's spouse
- unmarried dependent children under age 19
- unmarried dependent children under age 24 if attending school full-time
- physically and mentally handicapped dependent children regardless of age who are incapable of self-support
- other close relationships to an active employee, such as a significant other, may be included at the discretion of the Human Resources Director and/or the City Manager.

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

A. COMPANY SERVICES

1. Assistance in developing and maintaining an Employee Assistance Program policy statement regarding employees with job performance problems and/or with personal problems which may affect job performance.

2. Assistance in integrating the Employee Assistance Program with existing City policies and procedures. Upon request of the City, and EAP Consultant will 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 the employee.
4. EAP Management/Supervisory Orientations are available on-line.
5. EAP Employee Orientations are available on-line.
6. On-line training programs on workplace and personal topics are available to all employees and family members through Continuum HelpNet.
7. Personalized Training Programs: These are topical training programs selected by the City from EAP's training options and personalized to your employee groups. Formats include "live" programs held on-site and/or webinars. Programs can be designed as Lunch and Learn sessions or 1-2 hour interactive programs. The EAP consultant will consult regarding your training goals to help select the program and format that best meets those goals. Upon the City's request, EAP will provide personalized training or longer program formats, when available, at EAP's member company discount rates, plus expenses.
8. The City may request services with respect to "catastrophic events". The EAP shall bill the City for reasonable out of pocket expenses incurred by the provision of trauma related services. EAP will notify and obtain prior approval from the City Manager of the amount of such expenses to be paid by the City prior to providing services
9. Consultation Services for all managers/supervisors on how to deal with 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. Consultation services on human resource and other workplace policies and issues is also available.
10. DOT (SAP) and Non-DOT alcohol/drug services are available with providers in Lincoln,NE or virtually if approved by DOT.
11. Publicity materials for employees and family members, such as personal letters, brochures, posters, wallet cards, and monthly newsletters and articles for the City's publication are available.
12. Ongoing coordination with the designated contact person(s) of the City to maintain the program and evaluate its effectiveness.
13. Semi-annual and annual reports summarizing the use and activities of the program, client demographics, nature of problems and outcome data.

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, 4-6 session short-term problem resolution, referral to an appropriate community resource for continued care, SAP services for positive drug screens under DOT regulations, consultation as needed with the

supervisor or manager noted in the signed release and ongoing consultation and follow-up with the referral source and client to monitor progress. EAP referrals for specialized treatment or ongoing personal counseling will be made to insurance qualified Third Party resources. In case of any referral to an Insurance Qualified Third-Party as provided in this Contract, the EAP shall not pay or be responsible for any costs or expenses charged or incurred in connection with the referral, by the Insurance Qualified Third-Party or otherwise.

2. Counseling services are provided in the EAP's offices. Telephone problem-solving is available upon client request when appropriate. EAP's toll-free line is available to City employees and their immediate families.
3. Twenty-four hour emergency telephone and counseling service to the City's employees and their immediate family members.
4. Work/Life Consultation Services include information, education, and resources on work/life topics such as child care, eldercare, and parenting. Services may be provided via telephone, mail, e-mail, or face-to face.
5. Financial and Legal Services include a free initial consultation per problem and 25% discounts when networked attorneys or financial experts are retained. These services are not available for matters involving disputes or actions between the employee and the City.
6. Wellness Coaching to support an individual's wellness goals.

C. CONTINUUM HELPNET - WEB-BASED WORK/LIFE SERVICES

1. Continuum Online Interactive Service, known as Continuum HelpNet, provides employees and family members with access to information, skill building, and assessments in such areas as emotional wellness, family, personal development, health and fitness, school, and management and workplace issues. EAP will provide the City reports on the level of use of these services.

These on-line services are not meant to nor can replace the specialized training and judgment of health, mental health, legal, financial or other professionals. This Service is not a substitute for professional treatment or services.

License Terms are as follows:

- A. EAP sublicense shall grant the City the non-transferable, non-exclusive right to sublicense access to and use of the website found at the URL www.4Continuum.com (the "Website") for City employees and eligible family members.
- B. The City shall acknowledge that the Website is proprietary in nature and that WorkPlace Options claims all copyright, patent, trade secret and trademark rights granted by law. The sublicense shall prohibit the City from removing any copyright or trademark notices or confidential legends or identification from the Website.
- C. The City shall expressly and conspicuously disclaim all express or implied warranties of merchantability and fitness for a particular purpose, shall exclude liabilities for consequential damages and lost profits and shall limit the obligations to the City to recovery or refund of the sublicense fee paid by the City.
- D. The sublicense shall state that: City shall not reverse engineer, disassemble, decompile or otherwise decode by any method the Website in whole or in part for any purpose whatsoever

E. EAP shall have the right to terminate the sublicense in the event the City: (a) modifies, distributes or uses Website in a manner not expressly authorized by the sublicense; (b) makes any representations regarding the Website that are not true and correct, or (c) becomes insolvent or commits any act of bankruptcy.

F. City agrees that it shall comply with all applicable laws.

D. CITY RESPONSIBILITIES

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

1. Ongoing distribution of publicity material provided by EAP 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.
3. Maintain a pattern of communication with EAP staff to monitor progress of the program; consultation with supervisory personnel to encourage referrals to the EAP and subsequent follow-up.
4. Internal coordination and scheduling of supervisory and employee orientations and training programs

E. LAWS OF GOVERNANCE

This agreement is being made and delivered, and EAP and the City intend that it shall be construed and enforced in accordance with the laws of the State of Nebraska.

F. CONTRACT TERMS

Fees for EAP Services:

Each contract year's fee will be billed at the beginning of the contract year and due within 30 days of the billing.

Year One: October 1, 2023 - September 30, 2024
Fee: \$5000.00

Year Two: October 1, 2024 - September 30, 2025
Fee: \$5000.00

Year Three: October 1, 2025 - September 30, 2026
Fee: \$5000.00

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

The nature of services to be provided pursuant to this Contract is such that it is impossible to warrant that the services rendered by any Third-Party will actually improve job performance or result in resolution of the problem presented in any particular case. Therefore, EAP disclaims any express or implied warranty with respect to any Third-Party or any services rendered. Furthermore, EAP shall have no liability or obligation arising out of its election or decision not to disclose any information to the City or any Third-Party.

EAP will obtain a minimum of \$1,000,000 each claim and \$1,000,000 annual aggregate professional liability insurance for all acts, errors and omissions during the term of this Contract and extensions thereof. EAP will furnish satisfactory proof of the existence of such insurance to the City. To be satisfactory, the proof must contain the assurance of the insurer that the policy is in existence and that it will not be canceled, nor will the insurance company fail to renew it, without first giving (30) days written notice to the City at 2525 Circle Drive, Scottsbluff, NE 69361. Third-Party resources utilized by the EAP maintain professional liability insurance coverage.

The failure of either party to enforce any of the provisions of this Contract or to require any act or performance, shall not be construed to be a waiver to require performance of the provision, nor in any way to affect the validity of this Contract or the right of either party to enforce each and every provision or right to performance.

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.

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 October 1, 2023 to September 30, 2026. In addition, either party may terminate this Contract, at any time upon ninety (90) days written notice to the other party. In addition, if any payment required under this Contract is not paid when due, the EAP shall be entitled to terminate this Contract effective upon fifteen (15) days written notice to the City or to exercise any other remedy available to the EAP under applicable law, and all such remedies shall be cumulative.

IN WITNESS WHEREOF the parties have hereto caused this Contract to be executed this _____ day of _____, 20____.

ATTEST:
City of Scottsbluff, Nebraska
a municipal corporation

Continuum Employee Assistance
a non-profit corporation

Mayor

Continuum Executive Director

Date