

**AN AGREEMENT BETWEEN CONTINUUM EMPLOYEE ASSISTANCE  
AND THE COUNTY OF LANCASTER, NEBRASKA**

**January 1, 2018 – December 31, 2020**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the "County", and Continuum Employee Assistance, a non-profit corporation, hereinafter referred to as "EAP".

WHEREAS, the County recognizes there is a need for services to aid in counseling County employees who have personal problems which may affect their 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; and

WHEREAS, it is in the best interest of employees that the County have a program of assisting and rehabilitating County employees who exhibit or request a need for such services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and agreement hereinafter contained, it is agreed the parties as follows:

- I. EAP agrees to provide the following services as appropriate and/or requested by the County.
  - A. COMPANY SERVICES:
    1. Ongoing assistance in maintaining an Employee Assistance Program (EAP) policy statement for employees with job performance and/or personal problems which may affect job performance.
    2. Ongoing assistance in integrating the Employee Assistance Program with existing County policies and procedures. Upon the County's request, an 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 County's health insurance options currently available to County employees.
    4. On-Site and online EAP 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 an employee to EAP. Update meetings with supervisors are available each year to report on activities and to clarify the role of the supervisors working with employees with unsatisfactory work performance.
    5. On-Site and online Employee Orientations are available for all new employees or as a refresher.
    6. All-Company Training Programs and Events: These are topical training programs and

events sponsored by EAP and include participants from multiple companies. Training formats may be “live” programs at EAP’s training facilities and/or via webinar.

7. Personalized Training Programs: These are topical training programs selected by the County 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. Twenty (20) hours of City/County sponsored trainings and Ten (10) hours of County department specific trainings are included annually. Upon the County’s request, EAP will provide additional hours of personalized training or longer program formats, when available, at EAP’s member company discount rate.
8. Ongoing consultation services for all management and union representatives on how to approach an employee who is 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 EAP. Consultation services on human resource and other workplace policies and issues are also available.
9. Crisis Response Services in the case of traumatic events. Services include consultation to tailor the response to each event, critical incident stress management, grief and loss intervention, and individual intervention.
10. DOT (SAP) and Non-DOT alcohol/drug services are available.
11. Conflict Resolution Services to assist managers to resolve conflicts between two or more employees.
12. Publicity materials for employees and family members, such as brochures, posters, wallet cards, and monthly newsletters. EAP is also available to attend County sponsored health/wellness fairs and benefits meetings.
13. Ongoing coordination with designated contact person of the County to maintain the program and evaluate its effectiveness.
14. Semi-Annual and Annual reports summarizing the use and activities of the program, client demographics, nature of problems, outcome data, and client satisfaction survey results.

**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 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 sources and client to monitor progress.

2. Counseling services are provided in the EAP's office or at the County. Some problem solving may occur over the phone. EAP's WATS line is available to clients residing outside of Lincoln.
3. Twenty-four hour emergency telephone and counseling services for County employees and their family members.
4. Work/Life consultation services including information, education, and resources on topics such as parenting, caregiver support, and grief services may be provided via telephone, mail, e-mail, or face-to-face.
5. Legal and Financial services through EAP's networked professionals. Services include a free initial consultation and individuals may receive a 25% discount off rates when retaining a networked provider. These services are not available for matters involving disputes or actions between the employee and employer. A financial and legal website is also made available to the County's employees and their family members.
6. Wellness Coaching to support an individual's wellness goals.

C. COUNTY RESPONSIBILITIES

The County agrees to participate in the following activities 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 County employees or family members.
3. Maintain a pattern of communication with EAP staff to monitor the progress of the program; consultation with supervisory and union personnel to encourage referrals to EAP and subsequent follow-up.
4. Internal coordination and scheduling of supervisory training and employee orientation and education programs.

D. LAWS OF GOVERNANCE

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

E. TERMS AND FEES

1. The term of this Agreement shall be three years, beginning January 1, 2018 and ending December 31, 2020. At the end of the three year period, the County shall have the option to renew the Agreement for another three year period. If the County opts to renew for an additional three-year period, the fee will be negotiated based upon the last three year's usage. Assuming the employee population at the County remain relatively constant at

872, EAP fees will be as shown, but can be further negotiated at the time of each annual review if the County's employee population increases or decreases by 10% from the previous year.

2. The County agrees to pay EAP the following annual fees for the services described herein:

Year One: January 1, 2018 – December 31, 2018  
Fee: \$20,499.00

Year Two: January 1, 2019 – December 31, 2019  
Fee: \$ 20,499.00

Year Three: January 1, 2020 – December 31, 2020  
Fee: \$20,499.00

Said annual fee shall be paid each year in four quarterly installments. The first installment is due April 1, 2018, with quarterly installments due thereafter on July 1, October 1, January 1 and April 1, of each year. Fees shall only be paid upon presentment of a request for payment and documentation that services have been provided pursuant to this Agreement. The parties agree that this Agreement does not provide for compensation in the form of a retainer. EAP agrees that it shall not be paid until services have been provided to the County as provided in this Agreement. EAP further agrees that, upon request, it will make any additional information available to the County to support any claim for services rendered. Costs in excess of these annual fees, or attributable to actions which have not received required approval from the County, shall not be chargeable against the County and the County shall not be liable for any such unauthorized charges.

3. The County Budget and Fiscal Director, or his authorized representative shall be permitted to inspect all work, materials, payroll, records of personnel, invoices of material, and other relevant data and records, and to audit the books, records, and accounts of EAP pertaining to this Agreement. EAP shall submit a copy of its annual independent audit to the County Budget and Fiscal Director within thirty (30) days of receipt of such audit.
4. EAP agrees it will not assign or transfer any interest, rights or duties in this Agreement to any person, firm, or corporation without the prior written consent of the County.
5. In connection with carrying out this Agreement, EAP shall not discriminate against any employee, applicant for employment, or any other person on the basis of age, color, religion, sex, disability, national origin, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law. EAP agrees to comply with the requirements of the Immigration Reform and Control Act of 1986.
6. 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 employees of Continuum, during his tenure or from one year thereafter, has any financial interest either direct or indirect.

7. The County shall not be obligated or liable hereunder to any party other than EAP. In the event of any breach or default by EAP in performing the terms and conditions required of EAP hereunder, the County shall give written notice to EAP of such breach or default and EAP shall immediately surrender to the County Budget & Fiscal Manager the pro rated balance of any funds received from the County but not yet expended. The County may terminate this Agreement for any reason upon giving EAP thirty (30) days written notice of such termination and any funds previously received by EAP performance of this Agreement, but not yet expended, shall be returned to the County on a pro rata basis.
  
8. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and EAP, or any other employee or other person acting on behalf of EAP in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. EAP shall not receive any additional compensation in the form of wages or benefits from the County which are not specifically set forth in the Agreement. EAP shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to EAP or any such employees of EAP as may be engaged in performance of this Agreement.
  
9. EAP shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by EAP, its employees, agents, or representatives, either directly or indirectly employed by them. This section will not require EAP to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.

a) Workers' Compensation Insurance

EAP shall purchase and maintain during the term of this Agreement, Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

b) General Liability Insurance

EAP shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by Continuum or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence

c) Automotive Liability Insurance

EAP employees, agents, and officers who may use their personal vehicles in the course of performing this Agreement will maintain automotive insurance in an amount meeting or exceeding the minimum levels required by Nebraska law.

d) EAP shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the County with Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.
11. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
12. EAP agrees that it shall be compliant with all state and federal laws pertaining to confidentiality of health information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and implementing regulations. EAP also agrees that any and all information which is obtained from the County shall be kept confidential unless permission is given by the County to release said information.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the County of Lancaster, Nebraska.

THE BOARD OF COUNTY  
COMMISSIONERS OF LANCASTER  
COUNTY, NEBRASKA

\_\_\_\_\_  
Chair

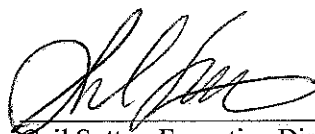
EXECUTED this 7<sup>th</sup> day of December, 2017, by Continuum Employee Assistance.

APPROVED AS TO FORM

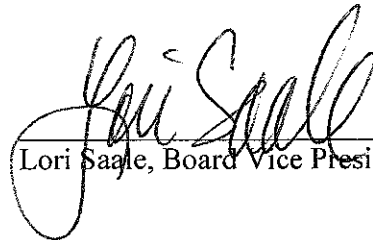
CONTINUUM EMPLOYEE ASSISTANCE

this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
County Attorney



\_\_\_\_\_  
Gail Sutter, Executive Director



\_\_\_\_\_  
Lori Saale, Board Vice President

