

**EMPLOYEE ASSISTANCE PROGRAM AGREEMENT
BETWEEN
CONNECTIONS, INC.
Employee Assistance Program
And
City of Rapid City
300 Sixth Street
Rapid City, SD 57701**

**Represented by: Tammie Krumm, HR Manager
Email: tammie.krumm@rcgov.org
Phone: 605-394-4137**

This agreement made on _____ by and between Connections Inc., Employee & Assistance Program, hereinafter referred to as "Connections", located at Rock Valley, Iowa 51247, and City of Rapid City hereinafter referred to as "Contracting Party" located at 300 Sixth St. Rapid City, South Dakota 57701 Tammie Krumm is the primary contact person representing the customer and hereafter in this document will be referred to as the Contracting Party Contact Person.

WITNESSETH:

WHEREAS, Connections provides assistance to business organizations in the design, implementation, and maintenance of Employee Assistance Programs; and

WHEREAS, Contracting Party has indicated that it desires that said program be available to its employees; and

WHEREAS, Contracting Party desires to engage Connections pursuant to the terms of this agreement to perform and provide specified services for covered employees;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

1. SERVICES.

Basic Employee Assistance Programming plus the selection of specific service options indicated in Section 3 following, the Contracting Party retains and engages Connections to render the following services (hereinafter referred to as "Services") for covered employees through its Connections program and staff:

a. Assist in the introduction of an Employee Assistance Program for covered employees and the development of supporting information for the program, including working with management and appropriate staff;

b. Hold orientation sessions, face to face or web based, for all levels of management and supervisory personnel to present the program as a management tool; this consultation and training shall be according to schedules and at locations mutually agreed upon;

c. Make available orientation sessions for new supervisors on a as needed basis and establish an annual written continuing education plan for leadership development programs to include schedules, Web access, topics and meeting locations as mutually agreed upon, on or before January 15 of each year classes are scheduled. Connections must maintain cost effective services and allow efficient scheduling and utilization of traveling EAP consultants and trainers. Therefore, modification to the schedule of classroom based leadership development programs, as requested by contracting party, shall be made as mutually acceptable, at least fourteen calendar days in advance of the scheduled event.

d. Provide management and supervisory consultation as follows:

1). Unlimited telephone consultation regarding personnel issues for managers and supervisors.

2). On-site critical incident response for emergency crisis in the work place up to three hours per incident. (Sudden death on Contracting Party premises, suicide of employee, accident in workplace resulting in serious injury and loss and other incidents as agreed on by Contracting Party Management Team and Connections Professional Staff.)

3). Fact finding consults for organizational problems shall be made available per extended service agreements. EAP customers holding valid service agreements shall be provided this service at consultation rates 30% lower than Connections Inc. EAP advertised rates of service. This extended consultation service will result in a written proposal outlining a solution response.

4). Access to Connections Inc. EAP Web Resources.

e. Provide assistance to covered employees and dependent members of their immediate families through individual interviews and/or counseling sessions; to assess their personal problems (including, without limitation, alcohol or substance abuse, emotional, financial, marital and family problems); to refer them to appropriate resources for treatment, to recommend a plan of action to them and to provide related services, such sessions to be in response to supervisory/management referrals or self-referrals and may be held at 1905 10th St., Rock Valley, Iowa or at the other Connections affiliated service sites as mutually agreed by the parties.

f. Payment by EAP for services for any employee or other eligible participant will not exceed three (3) one hour assessment visits per problem incident. Any costs of follow up services performed such as counseling or other charges by referral resources are not the responsibility of the EAP.

g. Where indicated, refer covered employees to other agencies and individuals for assistance; in making such referrals to other agencies, due regard will be given to the appropriateness of the referrals in view of the need, location, cost and available resources and covered employees will be advised that the employee(s) and not Contracting Party shall be responsible for payment of all costs and fees of any such agency for services rendered (except as may be covered by employee's health insurance or health maintenance organization plan, as the case may be); it is further agreed that the determination of an appropriate referral will be made on the basis of the above factors and without regard to whether the treatment services to which the employee is referred is associated with Connections;

h. Upon request, consult with the individual supervisors regarding potential or actual supervisory referral;

i. Provide Contracting Party on a quarterly basis a report on the progress of Connections EAP activities to the Contracting Party Contact Person. Reports shall include a statistical analysis of the numbers and types of referrals, but shall at all times maintain confidentiality rights. If Contracting Party refers employees to Connections, Connections shall at Contracting Party's request in appropriate cases

and upon execution of a written consent to disclosure by such client, report on the progress of such employee to the Contracting Party's Contact Person.

j. Provide the manager of the Connections Inc. EAP or the manager's delegate as representative for day-to-day contact or communications regarding the services covered by this agreement;

k. Represent and warrant that all of the aforesaid services and treatments to be rendered by it will be conducted by duly qualified personnel, that Connections has obtained any and all licenses required to provide the services and that any and all referrals made by it shall be made to duly qualified and, if required, licensed personnel; and that the services provided under this contract will be in compliance with all federal, state and local laws;

l. Maintain and provide comprehensive general and professional liability insurance applicable to the Connections program. Liability coverage Connections may, as its option, insure the above professional liability and comprehensive general liability coverage under a qualified plan of self-insurance. Connections: General Liability \$1,000,000 per occurrence; Professional Liability: \$1,000,000 - \$3,000,000; Affiliate's Professional Liability: \$1,000,000 - \$3,000,000

m. Hold Contracting Party harmless from, and agree to defend Contracting Party against all claims and/or liability, arising out of services provided by Connections Inc. Employee Assistance Program under this agreement. Connections agree to include Contracting Party as an additional insured under Connections professional liability insurance.

n. Maintain confidentiality of all information obtained from any covered employee or any member of the employee's family; such information shall not be disclosed to Contracting Party or any third parties, except in accordance with Health Insurance Portability and Accountability Act (45CRF), 42CFR part 2, and all other applicable governmental laws, rules, regulations, and professional code of ethics; said confidentiality shall include, but not be limited to, records of identity, diagnosis, evaluation, or treatment; the parties acknowledge that information may be disclosed after execution by the employee of an appropriately signed release of information form.

2. CONTRACTING PARTY SHALL

a. Provide such meeting places, facilities and web access as may be required for planning and evaluation meeting, group orientation sessions, and individual conferences with supervisors and employees;

b. Assume responsibility for scheduling and notifying participants of such meetings or schedules and deadlines associated with related web based media;

c. Provide internal and external publicity and communications appropriate to launch and maintain the program;

d. Designate an employee of Contracting Party to be the coordinator of the program and as such to represent Contracting Party to Connections in the day-to-day contacts regarding services covered by this agreement;

e. Make payments of compensation as required hereunder.

3. SERVICE FEES

After review of service descriptions and optional services (Exhibit A), the selections are priced and completed below indicating annual costs.

PLAN SELECTIONS (Contracting Party shall initial in the first blank, all services that have been selected, an N/A must be written in the option blank for plans not selected)

EAP PLUS – Basic Service:

_____ # of Benefited Full and part time Employees: 738.76 at \$ 1.64 Annually Per Employee = \$19.68

BRIEF THERAPY ___+3 Session (Choose One)

Capitated:

NA # of Employees: _____ at \$ _____ Annually Per Employee = \$ _____

OR

Usage Based:

NA Usage based fee for service rate \$ _____ Per Hour

Annual sub-total from Selections Above **\$ 14,538.80**

Monthly Sub-total: **\$ 1211.57**

HR-ONESOURCE LIBRARY – Annual Subscription Only:

NA \$420 (\$35 per month per contracting party) \$ _____

Annual Total \$ 14,538.80

Monthly Total \$ 1211.57

(In a monthly billing cycle, the first and last month's fee is required prior to starting service)

a. As calculated, the total capitated fee for each of the 738.76 employees shall be \$19.68 regardless of whether or not said covered employee(s) actually participate in any way in the Connections program provided hereunder. This fee is inclusive of and covers all Connections expenses related to the above selected services including transportation and preparation of reports. Contracting Party shall pay Connections an annual total of \$14,538.80 billed on a monthly basis upon receipt of a monthly written statement. This monthly fee shall be equal to one-twelfth of the annual fee plus any selected usage based services. Service fees can be reasonably adjusted from time to time reflecting service cost and utilization rates.

b. If Brief Therapy has been selected on a usage basis above, the Contracting Party will be billed Open Case Fees and/or Usage Based Fees for service as described above. These items shall be itemized on the monthly statement for service following delivery of the described service. Service fees can be reasonably adjusted from time to time reflecting service cost and utilization rates.

c. If the HR – OneSource Library has been selected above, the Contracting Party shall pay a total \$420 per year (\$35 per month per employer).

4. COVERED EMPLOYEES

"Covered employees" as used in this agreement shall be those employees, full and part-time, employed by Contracting Party. The number of employees covered on the date initiating this contract shall be 738.76. Contracting Party will provide Connections with updated and current information and documentation as to the number of said covered employees so as to enable Connections to provide a monthly statement on a timely basis. If said employees population fluctuates by over 5%, Connections reserves the right to make reasonable adjustments to the monthly service fee.

5. TERM

This agreement will remain in effect from January 1, 2011 to December 31, 2013 and may be modified in writing, signed by both parties and after December 31, 2013 shall be annually renewed in full upon receipt of the first service fee payment following the anniversary date of this agreement. This agreement may be terminated at any time without cause and without liability by either party upon sixty (60) days advance written notice to the other party. In the event of termination of this agreement, Contracting Party shall promptly pay all fees properly incurred or accumulated prior to the effective date of termination. Connections shall complete assessment and referral services with respect to any employee who was registered with Connections prior to the effective date of termination, whether or not such services are completed before such effective date.

6. INDEPENDENT CONTRACTOR.

The relationship between Connections and Contracting Party is an independent contractor relationship. All personnel associated with Connections in connection with this program shall be deemed employees, agents, servants or independent contractors of Connections and not employees or agents of Contracting Party for any purpose. All personnel associated with contracting parties shall be deemed employees, agents, servants or independent contractors of contracting parties and not employees or agents of Connections for any purpose. Physicians or other health care personnel or agencies to which the employee may be referred by Connections shall not be considered as employees, agents, servants or independent contractors of either Connections or Contracting Party.

7. FAILURE OF COOPERATION.

It is specifically acknowledged by the parties that Connections will use its best efforts to perform services hereunder but that its ability to do so is affected by the cooperation, or lack of cooperation, of the participating employees, and that Connections shall not be responsible for delays or other consequences resulting from failure or lack of cooperation on the part of any participating employees.

8. BEST EFFORTS.

Contracting Party will use its best efforts in cooperating with and providing requested information to Connections.

9. ASSIGNMENT.

Connections acknowledge that the services to be rendered by it to Contracting Party are unique and personal. Accordingly, Connections may not assign any of its rights or delegate any of its duties or obligations under this agreement to another party which is unrelated or unaffiliated with Connections Inc. Employee Assistance Program without the prior written consent of Contracting Party which consent shall not be unreasonably withheld. This agreement shall inure to the benefit of Contracting Party and Connections and assigns, successors or affiliates.

10. MODIFICATION.

This agreement is the entire agreement between the parties concerning services for Contracting Party employees. No amendment or modification of this agreement, other than pursuant to its express terms, shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year first written.

SIGNED: _____ TITLE: _____ DATE: _____
Sam Kooiker

SIGNED: _____ TITLE: _____ DATE: _____
Pauline Sumption

For office use only. Approval of agreement by Officer of Connections, Inc.

SIGNED: _____ DATE: _____

EXHIBIT A

CONNECTIONS EMPLOYEE ASSISTANCE PROGRAM SERVICE SUMMARY

SECTION I: EMPLOYEE/DEPENDENT ASSISTANCE SERVICES:

- Three hours of local professional face-to-face assessment and problem solution planning per problem/incident available annually for any employee or dependent.
- A dual affiliate network including credentialed mental health, family/marriage counselors, and addictions counselors locally available to contracting party's employees.
- Access to telephonic/in-person legal consultation with an attorney, credentialed in the state of employee residence.
- Consultation regarding personal finances by professional consumer credit counselors
- Elder or Adult Consult and Care/Find in 50 states
- Child Consult and Care/Find
- Special Needs Child Consult
- Adoption Information and Support Services
- Pre-Natal support
- Summer Care Consult/Find
- Access to web-based self help information
- A 24-hour toll-free hot-line accessible by any employee or dependent.
- Referral to appropriate and least restrictive treatment for longer range solutions with a seamless transition to treatment covered by contracting party's medical plan.
- On-site professional critical incident response services for crisis at worksite.
- Employee awareness media including wallet cards, posters, paycheck flyers, and inserts (e-mail and print) for periodical employee newsletters.
- Quarterly statistical and graphic report made to Tammie Krumm.

SECTION II: LEADERSHIP TRAINING:

- Leadership Orientation Education by means of classroom training and/or web based training modules. These programs meet Drug-free Workplace supervisor training requirements for employers doing employee drug/alcohol testing. Contracting Parties are asked to ensure that management staff, supervisors and lead staff complete this training as per program design. On-going access to orientation training is arranged by mutual agreement for newly hired/promoted supervisors.
- Annual Leadership Development continuing education plan again by means of semi-annual ninety (90) minute classroom training and/or assigned e-learning modules. Access to informal discussion and consultation can be arranged in conjunction with Leadership Development programming.
- Quarterly statistical and graphic report of training programs made to Contracting Party Contact Person.

SECTION III: LEADERSHIP CONSULTATION:

- "Leadership and the EAP" is a monthly supervisory newsletter (e-mail and/or print) detailing actual workplace solutions when leadership persons confront employee behaviors.
- Unlimited leadership consultation by phone/email for individual employee problems, team problems, and management and organizational development issues.
- Connections provides a "Problem Definition" electronic media consult in response to calls for organizational mediation, conflict resolution, or organizational development efforts within leadership teams. Following a complimentary initial telephone interview, Connections will generate a written proposal/procedure for resolution. This problem specific resolution service is provided at a 30% discount off of Connections published consultation rates. (Travel and subsistence costs are not discounted).
- Unlimited access to web-based supervisory support information at www.connectionseap.com
- Optional access to HR OneSource, a user friendly HR web-based problem solver.
- Quarterly statistical and graphic report of leadership consultation made to Contracting Party Contact Person.

SECTION IV: Optional Services

Brief Therapy. The brief therapy extension provides extended outpatient care under the EAP agreement. This adds seven hours of outpatient service available one time annually beyond the three EAP assessment/solution plan hours per person. There are *no co-pays or additional third party paperwork* for the consumer. Outpatient behavioral health services report the typical behavioral health and family problem admission is resolved in 6-8 sessions. Research shows that personal and family issues distract employees on the job, reduce efficiency, and contribute to co-morbid health costs. The EAP brief therapy focuses on the barriers to functioning thus enabling employees and family members to solve problems. The specific brief therapy treatment option can avoid involving a medical benefit plan and its corresponding costs. Interface protocol is arranged with City of Brooking's medical benefit plan to facilitate services requiring hospitalization and other more intensive treatments.

WEB-Based Human Resource Problem Solver. Connection's HR-OneSource provides web-based services that are designed to assist in meeting Human Resource responsibilities. This site consists of three distinct categories:

1. HR Library - Organized according to the various functions that HR managers perform, including hiring, managing employees, administration, compliance, compensation, benefits and safety. Each area includes FAQ's, Law Overviews, Reference Materials, Forms and Documents. The Library also provides News/Court Cases, State Comparison Tables and Links.

2. Employee Handbook - This module provides you with the ability to generate your own customized employee handbook. We provide you instructions on how to generate the handbook, which policies we recommend be included and the ability to download and customize the handbook to meet contracting party's needs.

3. Job Descriptions Writer - This module provides you with the ability to generate your own customized job descriptions. We provide you with the format, sample descriptions and information on how to complete the form, and how to download the finished job descriptions.

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