

EMPLOYEE ASSISTANCE PROGRAM**City of Rapid City****I. PARTIES:**

This Agreement is made between the City of Rapid City, hereinafter called C of RC, and Lutheran Social Services, Rapid City Branch, hereinafter called LSS.

II. PURPOSE:

C of RC desires to continue to operate a program to assist employees who have personal problems which are affecting, or may affect job performance. C of RC wishes to have LSS provide annual orientation, training, assessment and referral and follow-up services for this program.

III. TERMS:

The parties agree that this Agreement shall continue until either party should serve notice that they have intent to terminate this Agreement. The parties agree that this Agreement may be terminated by either party giving thirty (30) days written notice to the other party of the intent to terminate. In the event said notice is given, upon the expiration of said thirty (30) day period, there shall be no further liability on the part of either party. All regular Rapid City employees and any member of the employee's immediate family or household member are eligible.

V. SERVICES:

- (a) LSS will provide counseling services to employees and their families. Employees and their family members may be self-referred or referred by C of RC supervisors. LSS will provide up to 1 counseling session per year per referral. The purpose of counseling shall be to determine whether the employee or family member(s) need professional intervention and to treat problems within the LSS realm of expertise. Some problems may require referral to other professionals or community resources.
- (b) LSS will provide follow-up services with the employee to be sure there is satisfaction with treatment received.
- (c) LSS will distribute brochures and posters to help publicize the program to employees and supervisors.

- (d) LSS will provide quarterly reports detailing employee utilization of the program by statistics only. LSS will provide assistance in evaluation of the EAP with C of RC.
- (e) LSS will provide 24-hour seven-day per week telephone service to facilitate self-referral and access to services provided by the EAP. This service is staffed at all times.
- (f) LSS will provide a minimum of two training programs that will last up to two hours each on an annual basis; training topics to be mutually agreed upon between the parties.

Any other training or department/division consultations will be negotiated at a rate of \$100/per hour.

VI. COMPENSATION:

The City of Rapid City agrees to pay LSS a fee of \$13.00 per employee based on the number of budgeted full-time employees. The number of employees and fee amount of this contract shall change effective January 1 of each calendar year. The payment is due monthly.

VII. FACILITIES:

It is understood that all assessment and referral interviews shall be held at LSS, 1010 Soo San Drive, Rapid City, SD.

VIII. NATURE OF RELATIONSHIP:

The parties agree that they are independent contractors as to each other.

IX. CONFIDENTIALITY:

LSS shall not, during the term of the Agreement or any extension thereof, or at any time thereafter, report to any other party any confidential information acquired or which may be acquired in the performance of the professional services under this Agreement, unless a waiver is signed by the employee to the employer to release information to the employer. LSS agrees to treat as confidential and not to disclose to anyone other than the client, any information except the quarterly statistical reports to C of RC detailing usage of services.

Client confidentiality shall include communications regarding client and shall include records of identity, diagnosis, evaluation or treatment of a client.

X. HOLD HARMLESS AND INSURANCE:

The parties agree to hold each other harmless from any liability that arises out of the negligent acts or omissions of the employees of the other party.

The parties agree to carry appropriate liability insurance insuring their employees in the performance of the duties they are to perform pursuant to this Agreement.

XI. The services specified in the Lutheran Social Services proposal are incorporated by references herein.

CITY OF RAPID CITY

LUTHERAN SOCIAL SERVICES

By: _____

By: _____

Date

Date