

# 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, 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:

This Agreement shall commence on July 1, 2007. 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 members 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 prepaid initial assessment and evaluation service per year per referral. The purpose of initial assessment and evaluation service shall be to determine whether the employee or family member(s) need professional intervention. LSS may provide additional services to the employee or family member within the LSS realm of expertise, but additional services will be paid for by the employee or their health insurance. Some employees or their family members may require a referral to other professionals or community resources.
- (b) To ensure satisfaction with services received, LSS will provide follow-up consumer satisfaction questionnaires with a random sample of all clients, including C of RC employees and their family members.
- (c) LSS will provide the C of RC with 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 the

C of RC.

- (e) LSS will provide 24-hour, seven-day per week telephone services to address emergencies.
- (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 C of RC agrees to pay LSS a fee of \$9.75 per employee per year based on the number of budgeted full time equivalent employees. The number of full time equivalent employees and the fee amount of this Agreement shall be adjusted effective January 1 of each calendar year. The payment to LSS is due monthly.

**VII. FACILITIES:**

It is understood that all assessment and referral interviews shall be held at LSS, 2902 Sheridan Lake Road, 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 release information to the employer or any other party. 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 utilization of services.

Client confidentiality shall include communications regarding the 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF RAPID CITY

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

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

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

Its: \_\_\_\_\_

State of South Dakota )

SS.

County of Pennington )

On this the \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned officer, personally appeared James Shaw and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota )

SS.

County of Pennington )

On this the \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged to be the \_\_\_\_\_ of Lutheran Social Services, and that, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)