

1/29/13

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO AUTHORIZING THE ADMINISTRATOR OF THE PERSONNEL DEPARTMENT TO ENTER INTO AN AGREEMENT WITH LIFE SERVICES, EAP FOR AN EMPLOYEE ASSISTANCE PROGRAM (EAP) FOR A ONE (1) YEAR PERIOD WITH THE OPTION TO RENEW FOR FOUR (4) MORE YEARS, IN THE AMOUNT OF THIRTY-THREE THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS (\$33,135.00) PER YEAR.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Administrator of the Personnel Department to enter into an agreement with Life Services, EAP for an Employee Assistance Program (EAP) for a one (1) year period with the option to renew for four (4) more years, in the amount of \$33,135.00 per year.

ADOPTED: \_\_\_\_\_, 2013

/mms

# City of Chattanooga



## Resolution Request Form

(This form is only required for resolutions requiring expenditure of City funds)

1/25/2013

Madeline Green

Department: **Personnel**

### Brief Description of Purpose for Resolution:

Resolution Number (if approved by Council): \_\_\_\_\_

A resolution authorizing the Administrator of Personnel to enter into an agreement with Life Services, EAP for an Employee

*Assistance Program (EAP) for a one year period with the option to renew for four more years.*

Name of Vendor/Contractor/Grant, etc. Life Services, EAP

New Contract/Project? (Yes or No) Yes

Total project cost \$ 33,135/year

Funds Budgeted? (YES or NO) Yes

Total City of Chattanooga Portion \$ 33,135/year

Provide Fund 6521

City Amount Funded \$ 33,135/year

Provide Cost Center E10107

New City Funding Required \$ No

Proposed Funding Source if not budgeted Budgeted

City's Match Percentage % \_\_\_\_\_

Grant Period (if applicable) \_\_\_\_\_

### List all other funding sources and amount for each contributor.

Amount(s)

Grantor(s)

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

Approved by: \_\_\_\_\_

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, accounting, City Attorney, City Finance Officer and Deputy Administrator Finance

**EMPLOYEE ASSISTANCE PROGRAM  
SERVICES AGREEMENT**

THIS AGREEMENT, by and between Workplace Services Corporation, d/b/a LifeServices EAP, (hereinafter "CONSULTANT"), and the City of Chattanooga, Tennessee (hereinafter "COMPANY").

1. **DESCRIPTION OF SERVICE**

CONSULTANT will provide the following services to COMPANY for the benefit of its employees working at COMPANY's facilities and such of each employee's spouse, dependent children who reside with the employee, and dependent children attending a college or university within the United States (hereinafter the "Participants").

a. Upon the request of a Participant, CONSULTANT will provide each Participant with up to six (6) sessions per episode. The purpose of the sessions will be, (i) to conduct an assessment of the Participant's problems, (ii) to provide necessary counseling services when indicated, (iii) to refer the Participant to one or more resources for counseling or treatment, if appropriate and (iv) to provide follow-up and case management when Participants are referred to other resources. CONSULTANT will have personnel on call 24 hours per day 7 days per week for emergencies. Non-emergency services will be available during normal business hours, and sessions will be conducted by appointment at CONSULTANT's or Network Provider's place of business.

b. CONSULTANT will be available to conduct initial training sessions for COMPANY's supervisors to instruct them on identifying employees needing referral assistance. This session will be conducted by a LifeServices EAP trainer.

c. CONSULTANT will be available to conduct initial general orientation sessions for all employees of COMPANY. This program will be designed to acquaint employees with the services of CONSULTANT and instruct employees on how to obtain access to these services. This session will be conducted by a LifeServices' trainer.

d. CONSULTANT will provide COMPANY with posters advertising the services available to employees and their families. The form and content of all printed matter shall be coordinated with COMPANY's Employee Relations Department. Throughout the term of this Agreement, COMPANY will display the posters continuously in a place reasonably anticipated to attract the attention of COMPANY's employees.

e. CONSULTANT will provide COMPANY with a brochure describing CONSULTANT's services available to employees and their families, as well as COMPANY's policies with respect to use and confidentiality of these services. COMPANY

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will mail or distribute these brochures to its employees approximately annually, and CONSULTANT shall provide COMPANY with sufficient copies.

f. CONSULTANT will provide COMPANY with quarterly statistical reports detailing usage of services. Such reports will not contain any information enabling COMPANY to identify particular Participants. Specific incidents revealed by Participants will not be disclosed in these reports, but it will not be a breach of confidentiality if statistics identify general categories of Participant problems triggering use of CONSULTANT's services.

g. CONSULTANT will provide COMPANY's participants access to financial and legal consultation services. This service will include Identify Theft and Fraud Resolution Services.

h. CONSULTANT will provide COMPANY's participants with telephonic and web-accessible worklife services, as well as an Employee Discount Program through the worklife service.

i. CONSULTANT will, at the request of COMPANY, be available to conduct Critical Incident Stress Debriefings (CISD's) in the event a critical incident occurs at the COMPANY.

j. CONSULTANT shall, at the written request of COMPANY, conduct six (6) hours of wellness seminars per year on emotional health topics for COMPANY's employees. Additional seminars can be purchased at the rate of \$300.00 per hour.

CONSULTANT will perform the above-described services diligently and in a manner consistent with the standards customarily applicable to those providing similar services.

## 2. **CONFIDENTIALITY**

Except as specifically permitted by this Agreement or as required by law, CONSULTANT will keep confidential, not disclose to any third party, and not use any information or data acquired under this Agreement and relating in any manner to or disclosed by (1) the COMPANY or (2) any Participant. CONSULTANT will impose this confidentiality requirement on its employees, agents, and independent contractors that come in contact with confidential information under this Agreement. The obligations set forth in this section will survive the termination or expiration of this Agreement.

3. **INDEPENDENT CONTRACTOR**

In performing this Agreement, CONSULTANT will act at all times as an independent contractor. Nothing contained herein will be construed or applied so as to create the relationship of principal and agent between COMPANY and CONSULTANT. Neither party will make any commitment or incur any charge or expense in the name of the other party.

4. **REPRESENTATIVES AND NOTICE**

All payments and notices may be made by mail and will be effective upon posting if sent by prepaid United States mail. Until notified otherwise in writing by COMPANY, CONSULTANT will direct such communications to:

Madeline Green  
Director of Risk Management and Insurance  
City of Chattanooga  
101 East 11<sup>th</sup> Street, Ste 201  
Chattanooga, TN 37402  
Phone: (423) 425-6414(office) (423) 504-0336(cell)  
Fax: (423) 643-7005  
Email: Green\_m@chattanooga.gov

Until notified otherwise in writing by CONSULTANT, COMPANY will direct all communications relating to this Agreement to the following address:

Danny Williamson, CEO  
LifeServices EAP  
95 White Bridge Road, Ste 417  
Nashville, TN 37205  
1-800-822-4847  
Fax (615) 356-4362  
dwilliamson@lifeserviceseap.com

5. **TERM**

Unless terminated as provided herein, the initial term of this Agreement will be for one (1) year and will commence on February 1, 2013. This Agreement may renew for up to four additional one-year terms following the initial term on the same terms and conditions unless either party gives written notice of intent not to renew to the other party sixty (60) days prior to the expiration of the term herein mentioned or of any subsequent term.

6. **TERMINATION**

The COMPANY may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Any conduct of the CONSULTANT's shareholders, employees or agents which jeopardizes the health, safety, or welfare of any person, or the safety, reputation or the regular functions of the COMPANY.
2. In addition, if CONSULTANT commits a material breach of any of the terms of this Agreement, other than that listed in 1 above, then the COMPANY may terminate this agreement upon no less than thirty (30) days written notice.

In the event the COMPANY breaches any material term of this Agreement, then the CONSULTANT may terminate this Agreement upon no less than thirty (30) days written notice.

7. **FEES**

COMPANY shall pay CONSULTANT a fee of One Dollar and Twenty Cents (\$1.20) per employee per month for the initial term for the services to be performed pursuant to this Agreement, and for a period of up to five (5) years following the initial start date of February 1, 2013. The number of employees with respect to which a fee is payable shall be determined by an employee census prepared by COMPANY and submitted to CONSULTANT during the fifteen-day period preceding the commencement of each quarter. The fee will be invoiced quarterly and will be paid no later than the last day of the first month of such quarter. As used in this section, the term "quarter" shall mean each of the three-month periods commencing on January 1, April 1, July 1 and October 1. CONSULTANT shall have the right to audit COMPANY's records relating to the quarterly census.

8. **ASSIGNMENT**

COMPANY will not assign any or all of its rights under this Agreement without the prior written consent of CONSULTANT. This Agreement will not be assigned or subcontracted in whole or in part by CONSULTANT without the prior written consent of COMPANY.

9. **ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties with respect to the subject matter hereof; it will not be modified except in writing signed by both parties. This Agreement will be construed in accordance with the laws of the State of Tennessee.

"CONSULTANT"  
LifeServices EAP

"COMPANY"  
City of Chattanooga

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_