

**CENTRAL DUPAGE HOSPITAL
EMPLOYEE ASSISTANCE
PROGRAM**

CONTRACT FOR SERVICES

With

VILLAGE OF LOMBARD

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

THIS EMPLOYEE ASSISTANCE PROGRAM AGREEMENT ("Agreement") is entered into this first day of June, 2011, by and between the EMPLOYEE ASSISTANCE PROGRAM OF CENTRAL DUPAGE HOSPITAL, an Illinois not-for-profit corporation, of Winfield, Illinois ("EAP") and the VILLAGE OF LOMBARD ("Employer"). (EAP and the Employer being sometimes referred to herein individually as a "Party" and collectively as the "Parties.")

The following recital is a material part of this Agreement:

EAP has proposed to the Employer, and the Employer is desirous of undertaking, an Employee Assistance Program, which would be developed and operated by EAP in conjunction with the Employer, and made available by the Employer to its employees for the purpose of improving productivity and assisting employees and their families in need of professional help to resolve personal problems that may be causing stress and/or turmoil in their lives.

IN CONSIDERATION of the foregoing, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by EAP and the Employer, it is hereby agreed by the Parties as follows:

1. **DEVELOPMENT OF EMPLOYEE ASSISTANCE PROGRAM**

EAP will provide trained and experienced personnel, who will work with representatives of the Employer's management team in the development of an Employee Assistance Program, which will require the following:

- A. **Initial Consultation and Needs Assessment:** EAP personnel shall consult with the Employer's management team representatives at the Employer for the purpose of assessing the level of need for an Employee Assistance Program and the support for such a program by the Employer's management team.

- B. **Policy and Procedure Review and Development:** EAP personnel shall carefully review the Employer's current policies and procedures, along with the Employer's union contracts (if applicable) and the Employer's applicable medical benefit plans. A statement of purpose and philosophy, and policies and procedures, shall be developed by EAP, which shall be subject to review by, and the approval of, the Employer. It is understood and agreed that the development of a statement of purpose and philosophy, and policies and procedures, shall be undertaken only after a careful review of the Employer's policies and procedures and union contracts in consultation with the Employer's representatives so as to avoid any conflict with the Employer's policies and procedures and union contracts.
- C. **Development of Program Structure:** EAP shall develop a written Employee Assistance Program proposal which shall be submitted for review by, and the approval of, the Employer's management team. When approved, this written program shall be subject to ongoing review and revision during its operation.
- D. **Development of Materials:** EAP shall develop, with the assistance of the Employer, printed materials required for the implementation and communication of the Employee Assistance Program. These printed materials shall include, without limitation, supervisors' manuals, brochures, newsletters, posters, and flyers.
- E. **Supervisor Training:** EAP shall be responsible for the training of supervisors designated by the Employer with respect to the purpose and operation of the Employee Assistance Program.
- F. **Employee Orientation Program:** An employee orientation program shall be developed in cooperation with the Employer, and shall be presented and conducted by appropriate representatives of EAP and/or the Employer.
- G. **Reporting:** EAP shall develop a system for reporting to the Employer, on a basis not less frequently than semi-annually, relating to the

implementation of the Employee Assistance Program, utilization, and differentiation of “problem types”.

2. **ASSESSMENT – REFERRAL**

EAP shall be responsible for providing trained personnel for the purpose of consulting with, assessing, counseling and referring the Employer’s employees for further treatment where appropriate.

3. **FEES**

A. **Assessment/Referral/Work-Life Website:** For services rendered in the assessment, short-term counseling and referral (1-3 session model) of the Employer’s employees and/or families of employees; and access to web-based work-life resources, the Employer shall pay EAP an annual fee equal to the total number of the Employer’s employees times twelve and no/100 dollars (**\$12.00**). No additional per employee fee shall be charged in the event an employee and/or family member of an employee is assessed and referred more than once. The EAP shall invoice the Employer for this fee no later than May 31st of each year.

B. **Other Services:** All other services of the Employee Assistance Program, excluding assessment, referral and short-term counseling, shall be invoiced at the rate of one hundred ninety-five and no/100 dollars (**\$195.00**) per hour. These other services shall include management consultation, seminars, or other services outside of the annual fees for assessment, short-term counseling and referral.

C. **Program Materials:** EAP can provide sample templates of promotional materials for the Employer to use to design its own materials. Program materials will be developed in consultation with the Employer, and no expenditures for such materials will be incurred without prior approval of the Employer. EAP can provide contacts for printing these program materials. Should the Employer desire that EAP coordinate such printing, the cost of printed materials ordered for the Employer by EAP will be billed directly to the Employer, with no additional EAP charge. The Employer

shall be responsible for payment of any charges for program materials ordered directly by the Employer.

4. **INVOICING**

- A. The Employee Assistance Program shall be invoiced following completion of the supervisory training, and employee orientation. Any costs for printed matter will be the responsibility of the Employer.
- B. Charges for Employee Assistance Program materials shall not be incurred without the express approval of the Employer, and upon such approval shall be ordered and paid for in accordance with Section 3.C. above.

5. **CONFIDENTIALITY**

All records maintained by EAP with respect to assessment, short-term counseling and referral shall remain the property of EAP. It is acknowledged and agreed that the confidentiality of such records is mandated by Federal Law. All utilization reports to the Employer shall be in conformity with the requirements of such Federal Law.

6. **INSURANCE AND INDEMNITY**

- A. All personnel engaged in assessment, counseling and referral of the Employer's employees and/or family members of employees shall be covered by professional malpractice insurance, with coverage and companies acceptable to the Employer. At a minimum, during the term of this Agreement, EAP shall provide the following types of insurance in not less than the specified amounts:

- (1) Comprehensive General Liability – \$1,000,000.00 per occurrence;
- (2) Motor Vehicle Liability – Combined Single Limit Amount of \$1,000,000.00 on any EAP-owned and/or hired and/or non-owned motor vehicles engaged in operations within the scope of this Agreement;
- (3) Workers Compensation – Statutory; Employer's Liability \$1,000,000.00 (the policy shall include a "waiver of subrogation");
- (4) Professional Liability – \$1,000,000.00 per occurrence; and

(5) Umbrella Coverage – \$2,000,000.00.

EAP shall furnish the Employer with satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before providing any services under this Agreement. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Employer. Said certificates shall contain a clause to the effect that, for the duration of this Agreement, cancellation relative to each policy shall be as provided in the policy; however, the Employer must be named as a cancellation recipient. In addition, said certificates shall list the Employer and its officers, agents and employees as additional insureds on all required insurance policies, and said insurance policies shall be considered primary to any insurance carried by the Employer, without contribution from any insurance carried by the Employer.

B. EAP shall indemnify and hold the Employer, and its officers, agents and employees, harmless from any liability for any and all claims, actions or damages of any kind which may be assessed against the Employer, or its officers, agents or employees, including reasonable attorney's fees and costs, arising from any act or omission of EAP, or its officers, agents or employees, in the assessment, counseling and/or referral of an Employer's employee and/or an employee's family member.

7. **TERM**

The term of this Agreement shall commence on June 1, 2011 and will expire on May 31, 2013.

8. **TERMINATION**

This Agreement may be terminated by either Party upon ninety (90) days prior written notice to the other Party. If the Employer shall give such notice and such notice shall contain an express direction to EAP to cease any further services rendered pursuant to the Agreement, EAP shall cease furnishing such services, and the Employer shall not be responsible for any services rendered by EAP after receipt of such notice by EAP. Upon such early termination, the Employer

shall receive a prorated refund of any fees paid by the Employer, to the extent said fees relate to the cancelled portion of the Term of this Agreement.

9. **ASSIGNMENT**

This Agreement shall not be assigned by either Party hereto without the express written consent of the other Party.

10. **NOTICES**

All notices required under the provisions of this Agreement shall be in writing and shall be deemed delivered upon the date such notice is personally delivered to the other Party or five (5) days after such written notice is deposited in the U. S. Mail, postage prepaid, via certified mail, return receipt requested.

11. **LAW**

This Agreement shall be construed in accordance with the laws of the State of Illinois; and venue in regard to any litigation between the Parties arising out of, or in relation to, this Agreement shall be in DuPage County, Illinois.

12. **BOARD APPROVAL**

The respective obligations of EAP and the Employer under the provisions of this Agreement are expressly contingent upon the approval of this Agreement by their respective Board of Directors/Board of Trustees.

13. **AUTHORITY TO EXECUTE**

Each of the Parties hereto expressly represents and warrants that the individual executing this Agreement on behalf of EAP or the Employer is expressly authorized to so execute this Agreement in the capacity designated below his or her signature. The EAP is a division of Behavioral Health Services of Central DuPage Hospital, an Illinois not-for-profit corporation accredited by the Joint Commission on Accreditation of Health Care Organizations and licensed by the Illinois Department of Health.

14. **SEXUAL HARASSMENT POLICY**

Both the EAP and the Employer attest that each has a policy prohibiting sexual harassment in force, which policy is fully in compliance with the Illinois Human Rights Act.

IN WITNESS WHEREOF, this Agreement is executed by EAP and the Employer on the date first above written.

**Employee Assistance Program of
Central DuPage Hospital**

By: 
Administrator

Address: 27 W 350 High Lake Road
Winfield, Illinois 60190

**Village of Lombard
(Employer)**

By: 
Title Village President

Address: 255 E. Wilson Avenue
Lombard, Illinois 60148