

Commission Letter # 342-10
Commission Meeting Of: 12/20/2010
RE: Employee Assistance Program

December 13, 2010

The Honorable Mayor
And
Members of The City Commission

The City's Drug Free Work Place program includes an Employee Assistance Program (EAP) available to all full-time employees. Authorization is needed for the execution of a renewal for 2011 of the letter of agreement between the City of Royal Oak and Counseling Associates of West Bloomfield for the administration of the program.

The City has a Substance Abuse Policy in accordance with U.S. Department of Transportation regulations for CDL employees. Our policy states that the City has established an Employee Assistance Program and includes procedures for employees to obtain counseling and treatment from Counseling Associates.

In addition, when MDOT required drug and alcohol testing of SMART drivers (our senior van drivers), the City adopted a Workplace Drug & Alcohol Testing Program Policy including procedures for using the Employee Assistance Program.

The cost for the EAP remains the same as in previous years: \$4,200. This capitation fee, based on the number of employees, provides for three no-cost counseling sessions. If additional sessions are required, the employee may use the relevant provisions of his/her health care insurance.

The following resolution is recommended:

BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to sign a letter of agreement with Counseling Associates of West Bloomfield to provide a voluntary employee assistance program for the 2011 calendar year for all full-time employees and their dependents.

Respectfully submitted,



Mary Jo Di Paolo
Human Resource Director

Approved by,



Donald E. Johnson
City Manager

Attachments

CITY OF ROYAL OAK
LETTER OF AGREEMENT
EMPLOYEE ASSISTANCE PROGRAM

This **Agreement**, executed this 20th day of December, 2010, between the **City of Royal Oak** and **Counseling Associates, Inc.**, 6960 Orchard Lake Rd., Suite 100, West Bloomfield, Michigan, (hereinafter Counseling Associates, Inc.), is made in consideration of the mutual promises contained herein and provides the following provisions:

1. **PURPOSE:** This Agreement is to provide an employee assistance program (EAP) by Counseling Associates, Inc. for the employees of the City of Royal Oak and their eligible dependents.
2. **OBJECTIVES:** The EAP and voluntary counseling program are herewith continued to assist employees deal more effectively with personal problems and/or the problems of their families. The City established this program to effectively demonstrate its genuine concern for the well being of its employees. Additionally, the program may assist supervisors in managing employees whose performance and/or attendance are threatened by personal problems. Suggested referral procedures will be optional for employee self-referrals and, as required, for job performance-based referrals.
3. **DURATION:** The term of this Agreement shall be designated as January 1, 2011 to December 31, 2011. Further, both parties can terminate at any time upon sixty (60) day notice in writing. In the event of termination, payments made shall be pro-rated to the nearest month.
4. **PROGRAM PROMOTION:** Efforts will be made to promulgate this EAP to encourage self-referrals and keep adequate awareness of the program in the minds of all employees. Counseling Associates, Inc. will assist in this effort by providing additional promotional materials, posters, clinic brochures, supervisory/referral handbooks, and general assistance for awareness, as required.
5. **CLINIC STAFF:** Counseling Associates, Inc. shall provide an experienced and professional staff including social workers, psychologists, psychiatrists and therapists.
6. **SERVICES:** For an annual sum of \$4,200, Counseling Associates, Inc. shall provide individual employees of the City, and their eligible dependents, three (3) counseling visits at no charge. After the three (3) visits, the employee or eligible dependent may choose to continue in counseling either using their health insurance plan and paying the co-payment portion, or they may choose to pay the entire fee themselves. Counseling Associates, Inc. shall charge the customary and usual fee.
7. **AVAILABILITY:** All requests for EAP services will be handled within twenty-four (24) hours. Additionally, a twenty-four-(24) hour telephone service line will be available to those needing assistance.

Copy 1 – City Clerk

Copy 2 – Counseling Assoc.

- 8. **CONFIDENTIALITY:** All client records maintained by the provider shall be confidential. Client written authorization shall be required before release of any information for any reason.
- 9. **PROGRAM EVALUATION:** Counseling Associates, Inc. shall provide to the City a semi-annual report summary of source referrals which provides an overview analysis of problem areas.
- 10. **INSURANCE:** Counseling Associates, Inc. shall have and provide the City with a certificate of insurance covering any required liability or malpractice insurance.
- 11. **AMENDMENTS:** This Agreement may be amended at any time by mutual agreement of the parties provided that before any amendment shall be operative, the amendment shall be reduced to writing and signed by the City and Counseling Associates, Inc.

IN WITNESS WHEREOF, the parties have executed this agreement which shall be governed by and construed in accordance with the laws of the State of Michigan.

COUNSELING ASSOCIATES, INC.

CITY OF ROYAL OAK

By: _____

By: _____
James Ellison, Mayor

Date: _____

Date: _____

By: _____
Melanie Halas, City Clerk

Date: _____

WITNESS: _____

WITNESS: _____