

MEMORANDUM OF AGREEMENT

Between

City of _____

and

Western U.P. Substance Abuse Services
Coordinating Agency, Inc.

This Agreement is made by and between the City of _____, hereinafter referred to as “Employer”; and the Western U.P. Substance Abuse Services Coordinating Agency, Inc., hereinafter referred to as “Agency”.

WITNESSETH THAT: The Employer has entered into an agreement with the Agency for the purpose of providing enhanced benefits to its management and employees; and,

WHEREAS, if the Employer is in need of assessments of employees’ personal problems including but not necessarily limited to substance abuse, employee and supervisor trainings, and related services for its management and employees;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

SECTION 1. SERVICES TO BE PROVIDED

The Agency agrees to ensure for the provision of the services described in the Statement of Work, hereto attached, and made part of this agreement, in accordance with the terms and conditions of this Agreement.

The Agency will ensure that all collected data from or about clients relating to the assessment and referral services will be treated as confidential data, and disclosed only by following release of information procedures or as mandated by pertinent state and federal reporting laws. The services are offered in conjunction with HIPAA (Health Information Portability and Accountability Act).

SECTION 2. RESPONSIBILITIES OF THE EMPLOYER

The Employer shall:

A. Provide the Agency with its request(s) for services listed in the Statement of Work.

B. When applicable, assist the Agency by providing office space, general information, and collaborate with the Agency to develop a work plan.

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C. Where necessary, partner with the Agency to develop applicable reports and documentation to implement the items chosen in the Statement of Work (attached).

D. Give prompt written notice to the Agency, whenever it becomes necessary for any reason to modify the items listed in the Statement of Work.

E. Provide payment in accordance with the terms of this agreement (within 30 days) as stated in Section 4, COMPENSATION.

F. Furnish the Agency with the name of an individual to serve as the contact person for services provided under this agreement. This person will be referred to as the "Employee Assistance Liaison" to the Agency. Notify the Agency in a timely manner of any changes.

SECTION 3. PERIOD OF PERFORMANCE

The services to be performed under this Agreement shall commence on XXXXXXXXX 1, 20XX, and shall remain in effect through XXXXXXXXX 31, 20XX, inclusive of both dates.

SECTION 4. COMPENSATION

This is an Agency retainer agreement. The method of payment for services shall be \$12.00 PER EMPLOYEE (full time equivalent) and \$6.00 PER EMPLOYEE (part time equivalent) for a time period of twelve months. Payment is to be made within thirty (30) days of the execution of this agreement.

SECTION 5. CANCELLATION

The Employer and/or the Agency may cancel this agreement for any reason with sixty (60) days written notice. If it is determined by both parties that a "refund" in whole or in part is warranted, there will be negotiation at time of termination to arrive at an equitable amount.

SECTION 6. ATTACHMENTS

All Attachments to this agreement are hereby made part of this agreement. Any changes to this agreement and/or its attachment(s) must be in writing and approved by both parties prior to implementation.

SECTION 7. EMPLOYEE/CLIENT RESPONSIBILITIES

The Employer will advise the employee/client that it is the responsibility of the employee/client to adhere to the appointment schedule with the EAP Consultant. The Employer will also advise the employee/client that the EAP Consultant may charge a fee to the employee/client for non-adherence to the Consultant's no-show and/or cancellation policy. The Coordinating Agency will not pay or reimburse no-show or cancellation fees.

SECTION 8. LIABILITY

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Employer and the Agency in fulfillment of their responsibilities under this agreement, such liability, loss or damage shall be borne by the Employer and the Agency in relation to each party's responsibilities

EMPLOYER AND ITS EMPLOYEES, WHERE REQUESTED BY THE EMPLOYER AND AGREED TO BY BOTH THE EMPLOYER AND THE AGENCY.

PLEASE INDICATE BY CHECKING DESIRED SERVICES FROM THE FOLLOWING:

1. Provide for the availability of assessment of those employees (both full and part time), their spouses, and dependent children for personal problems which may include substance abuse and other services in the Coordinating Agency's network, while they are in the employ of the Employer. The Coordinating Agency may (at their discretion) provide direct services, refer to an EAP Consultant, or refer to treatment. (Although the number of assessments per employee is unlimited during the length of the contract, only one drunk driving court ordered assessment will be covered by this contract for the employee. Court ordered drunk driving assessments for family members are not covered under this agreement).
2. Provide (if applicable) for case management, upon request.
3. Assist with the development of Employer Policy (EAP, Drug Free Workplace, and Substance Abuse) or offer review of existing policies (initial contract work).
4. Assist with the implementation of internal procedures and practices as they apply to an EAP program and the assessment component of the service.
5. Provide information and educational presentations by substance abuse professionals for employees.
6. Provide the Employer with training of all appropriate staff in the identification and warning signs of substance abuse and/or other serious personal problems as seen in job performance.
7. Assist with meeting the criteria for the Federal "Drug Free Workplace" or "Drug Free Schools & Communities Act" if applicable.
8. Assist with the development (or review) of benefits specific to substance abuse services and with marketing an Employee Assistance Program.
9. Provide for the availability of emergency services on an as needed basis (crisis hotline, etc.).
10. Provide access to the Agency's Employee Assistance Website for current articles, resources, and upcoming events.

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ATTACHMENT
Billing Statement

EAP Services XXXXXXXXXX 1, 20XX through XXXXXXXXXX 31, 20XX

This is your current billing statement for your organization, City of _____, from the Western Upper Peninsula Substance Abuse Services, Inc.

Please complete the number of full time and part time individuals to be covered by the EAP Memorandum of Agreement, using the formula listed below. Remit the total amount along with this statement and the agreements to the Agency. Your check can be made out to the "Coordinating Agency".

Full Time Employees ____ x \$12.00 = _____

Part Time Employees ____ x \$6.00 = _____

Total = \$ _____

We encourage you to call with any questions, as well as any requests for assistance. We appreciate the opportunity to continue to provide our services to you and your employees.