

## Clerk's Contract and Agreement Cover Page

<b>Year:</b>	2010	<b>Legistar File ID#:</b>	2009-0539
<b>Multi Year:</b>	<input type="checkbox"/>	<b>Amount</b>	\$19,500.00

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<b>Contract Type:</b>	Services
<b>Contractor's Name:</b>	Metropolitan Family Services-EAP
<b>Contractor's AKA:</b>	
<b>Execution Date:</b>	1/1/2010
<b>Termination Date:</b>	12/31/2010
<b>Renewal Date:</b>	12/31/2010
<b>Department:</b>	Administration/Village Manager
<b>Originating Person:</b>	Stephana Przybylski
<b>Contract Description:</b>	Employee Assistance Program - Metro Family Services



MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100



VILLAGE HALL

TRUSTEES  
Bernard A. Murphy  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia Gira

March 10, 2009

Mr. Chris Drake, LCSW  
Metropolitan Family Services  
Employee Assistance Network  
One North Dearborn, 10<sup>th</sup> floor  
Chicago, Illinois 60602-4322

**RE: Employee Assistance Program 2010 Agreement**

Dear Mr. Drake:

For your records I have enclosed the contract for Employee Assistance 2010 Program for an amount not to exceed Nineteen Thousand Five Hundred and No/100 (\$19,500.00) Dollars annually.

Please contact Stephana Przybylski at (708) 403-6166 with any questions regarding this contract.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Stephana Przybylski

**METROPOLITAN FAMILY SERVICES EMPLOYEE ASSISTANCE NETWORK**  
**EMPLOYEE ASSISTANCE PROGRAM (“EAN”)**

**AGREEMENT**

This Agreement is entered into January 1, 2010 by and between **Village of Orland Park** (the “Organization”), whose principal office is located at 14700 Ravinia Avenue Orland Park, Illinois 60462 and **EMPLOYEE ASSISTANCE NETWORK (EAN)**, a division of **METROPOLITAN FAMILY SERVICES**, an Illinois not-for-profit organization, whose principal office is located at One North Dearborn, Chicago, Illinois 60602-4322.

In consideration of the premises and of the mutual covenants and agreements herein contained, the parties agree to the following:

**1. EAN Services.** EAN shall provide counseling, advice and assistance in the following manner:

- A. Provide unlimited in-person, confidential employee evaluations, assessments, counseling, and follow-up services to Eligible Individuals. Unless otherwise agreed to by EAN, “Eligible Individual” shall be limited to each Organization employee and the spouse, domestic partner, birth or adoptive child up to age 21, and parent of each Organization employee This includes all full and part-time employees. The employee population as of January 1, 2010 is \_294\_.
- B. Provide a specialized in-person and telephonic consultation on debt, budget, and crisis management for Eligible Individuals having financial difficulties.
- C. Provide a specialized in-person and telephonic legal assessment with a licensed attorney, legal information, or both to Eligible Individuals, when the adverse party is not already a client, for a broad range of legal issues, except but not limited to the following: intellectual property, taxes, or issues which represent a conflict of interest to the Organization. Following assessment, Eligible Individual will be offered a referral to a licensed attorney, who will provide services at a 25% discount.
- D. Provide a specialized in-person and telephonic eldercare planning and resources consultation to Eligible Individuals.
- E. Provide a specialized telephonic career enhancement consultation to Eligible Individuals.
- F. Provide promotional materials, including EAP health and wellness newsletters, three times annually, and as requested, additional EAP brochures, EAP employee wallet cards, and EAP posters. Tip sheets, workbooks (including supervisor handbook) and other written guidance materials will be available as requested. EAN will also provide an email promotional message six times annually.

- G. Provide access to EAN's exclusive on-line web library. Organization employees will be provided with a web link and access code.
- H. Refer Organization employees to outside or continued professional counseling or related services beyond that in paragraph A, if in the judgment of EAN staff in consultation with the Eligible Individual, it is deemed in the best interests of the Eligible Individual that additional assistance be furnished by an outside person or agency; the cost of services furnished by any such organization not part of EAN shall be the responsibility of the Eligible Individual.
- I. Provide unlimited telephonic information, advice, and consultation to all Eligible Individuals.
- J. Whenever requested by the Organization, provide on-site trainings to managers and supervisors on the referral process to the EAP for the purpose of assisting in recognizing and advising employees who may be suffering from any problems.
- K. Provide wellness seminar(s) for employees and specialty training exclusive to managers on site at the Organization each year, quantity as specified below.
- L. Provide a dedicated Account Manager for EAP utilization monitoring and reporting, to respond to all account-related matters and to establish and analyze performance objectives and outcomes.
- M. Advise management in establishing an EAP policy, in clarifying the interface between EAP policy and other related personnel policies and in the maintenance of the EAN program.
- N. Provide review and consultation to assist the Organization in the development of a substance abuse policy, including a "Last Chance Agreement". EAN will also coordinate all referrals for Substance Abuse evaluations, including referrals to Substance Abuse Professional (S.A.P.) counselors.
- O. Provide management with program consultation when requested.
- P. Provide quarterly utilization report and provide on going analysis to insure utilization maintains above an annualized rate of 3%.

Twenty (20) total hours of wellness seminars for employees and specialty training exclusive to managers pursuant to paragraph 1.K is provided per contract year. Fees for additional trainings, wellness workshops, specialized management training will be billed at \$225 per staff hour.

**2. EAN Access.** EAN shall provide telephonic access to the Organization and its employees 24 hours a day, 7 days a week. All calls shall be answered live.

**3. EAN Counselors.** EAN agrees that only qualified, trained and knowledgeable counselors will be assigned to deal with and counsel Organization employees. All EAN counselors hold valid clinical level licenses issued by State or other governmental units or professional organizations having jurisdiction thereof. The Organization acknowledges that EAN may use independent contractors to provide services.

**4. Fees.** Fees for services rendered are set at a flat rate of \$19,500.00 per year for all employees covered under the Agreement during the term hereof. At the discretion of the Organization, payments shall be made either quarterly upon presentment of statements by EAN or in one lump sum at the start of the contract year. Costs for printing of brochures and promotional materials not specified in paragraph 1.F are not included in this fee structure. Additional services requested by the Organization beyond the scope of this Agreement will be provided at the rate of \$225.00 per staff hour.

**5. Term.** This agreement, including all rates quoted, shall extend through December 31, 2010 and is automatically renewed annually thereafter unless terminated in accordance with paragraph 6 below.

**6. Termination.** Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party. Unearned prepayments, based on the number of days the Agreement is in effect, will be refunded to the Organization in the event of such termination.

**7. Insurance.** EAN agrees to obtain and maintain in full force and effect during the duration of this Agreement comprehensive general liability insurance and professional malpractice insurance each in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering EAN and its employees for any liability that may be charged because of damage or injury suffered by Eligible Individuals resulting from the assistance provided by EAN or due to the negligence or professional malpractice of EAN.

**8. Confidentiality.** EAN, its staff, and its counselors shall, except as statutorily mandated, maintain the confidentiality of all services, advice and problems which are rendered by or come to the attention of EAN. The Organization acknowledges that by reason of federal and state laws, including but not limited to the Clinical, Social Work and Social Work Practice Act of Illinois, Mental Health and Developmental Disabilities Confidentiality Act of Illinois, and Health Insurance Portability and Accountability Act of 1996, EAN is prohibited from disclosing any information acquired from an employee or family member of an employee of the Organization who is served by EAN, including the identity of the person served, without the consent of the employee or family member or pursuant to legally permissible exceptions. Consequently, EAN may not disclose such information to the Organization or its agents without a written consent or as allowed by law.

**9. Miscellaneous.**

**A. Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles.

**B. Severability.** If any term or provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, the remainder of this Agreement and the application of the offending term or provision to other persons or circumstances shall not be affected. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

**C. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all other agreements, either oral or in writing between the parties with respect to this subject matter. This Agreement is binding upon the parties, their successors and assigns.

**D. Headings.** The headings in this Agreement are for convenience only and shall not be used to interpret the meaning of this Agreement.

**E. Notice.** Any notice requirement under this Agreement shall be hand-delivered, sent by recognized overnight courier, or sent by registered or certified mail, postage prepaid and return receipt requested, to the address listed on the first page of this Agreement or such other address as a party may specify in writing in accordance with this subsection. Notices shall be deemed delivered on the third United States Postal Services delivery day after deposit in the United States mails or upon delivery if hand-delivered or sent by overnight courier.

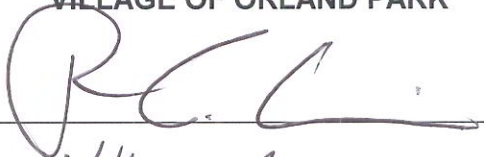
**F. Amendment; Waiver.** This Agreement may be amended only by a written agreement signed by both parties. No waiver of a breach shall be effective unless in writing and no waiver shall operate as a waiver of any subsequent breach.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**METROPOLITAN FAMILY SERVICES  
EMPLOYEE ASSISTANCE NETWORK**

**By:** Chris Duake  
**Title:** Director  
**Date:** 12/9/09

**VILLAGE OF ORLAND PARK**

**By:**   
**Title:** Village Manager  
**Date:** 12/15/09

**VILLAGE OF ORLAND PARK**  
Employee Assistance Program (EAP) Proposal Overview

	<u>EAP Service</u>	<u>Description</u>	Metropolitan Family Services	Creative Care Management	CompPsych	Workplace Solutions	Perspectives EAP	Employee Resource Systems, Inc. (ERS)	Ceridian
* Counseling Services:		Management Consultations	X	X	X	X	X	X	X
		Short-Term Counseling	X	X	X	X	X	X	X
		Face-to-face Counseling	X unlimited	X - No Limit	X - 8 F2F	X - No Limit	X - 8 F2F	X - 8 F2F	X - 3 F2F
		24/7 Telephonic Counseling	X	X	X	X	X	X	X
	Educational Materials	X	X	X	X	X	X	X	
	On-site Counseling & Support - for issues such as <i>distressing events, downsizing, etc.</i> **	X	X	X - \$250/HR	X - \$325/HR <sup>1</sup>	X	X	1 onsite free, \$225/hr	X
* Staff Qualifications & Experience		Licensed of Credentialed in Social Work, Psychology, or related Mental Health Profession.	X	X	X	X	X	X	X
		Masters Degree Level	X	X	X	X	X	X	X
		Post-graduate Clinical Experience (4-5 yr Min)	X	X	X - 3 YRS	X	X	X	X
		3 Years EAP Experience & Knowledge, including experience in substance abuse	X	X	X	X	X	X	X
* Telephone Coverage/Crisis Intervention		Toll-Free Phone Access	X	X	X	X	X	X	X
		Call During Normal Business hours or Access to After Hour Answering Service	X	X		X	X		
		Real 24-hour 7 days Counselor Accessibility - <i>No normal business hours.</i>	X		X				X
		Emergency Services	X	X	X	X	X	X	X
	Non-Emergency Services	X	X	X	X	X	X	X	

**VILLAGE OF ORLAND PARK**  
Employee Assistance Program (EAP) Proposal Overview

EAP Service	Description	Metropolitan Family Services	Creative Care Management	CompPsych	Workplace Solutions	Perspectives EAP	Employee Resource Systems, Inc. (ERS)	Cerdian	
* Managerial & Executive Support	On-site Support Services	X	X	X	X	X	X	X	
	Internet Services	X	X	X	X	X	X	X	
	Educational Resources (in print and online)	X	X	X	X	X	X	X	
	Training & Educational Seminars (hrs included in fee) (units are 60-90 minute meetings)	X 3-Unlimited	X - 4 HRS	X - 2 HRS	X - 2 HRS	X - 8 HRS	X - 6 HRS	X - 3 UNITS	
	Healthfairs and Promotions	X	X	X	X	X	X	X	
	Coaching & Skill Building	X	X	X	X	X	X	X	
	Semi-Annual Meetings to review EAP	X	X	X	X	X	X	X	
	Publication - Newsletter or other EE correspondence	X	X	X	X	X	X	X	
	Utilization Reports - Annually, Semi-Annually or Quarterly	X	X	X	X	X	X	X	
	Voluntary or Mandatory Referrals	X	X	X	X	X	X	X	
	24-hour Manager Services Counselors	X	X	X	X	X	X	X	
	Management for Employee Absenteeism and Leaves	X	X	X	X	X	X	X	
	* Work/Life Services	Employee Support (in person, online or through management)	X	X	X	X	X	X	X
		* Community Resources	Financial Assistance	X - 1X 30 MIN	X - 1X 30 MIN	X - 1X 30 MIN	X - 1X 30 MIN	X - 1X 30 MIN	X - 1X 30 MIN
Legal Help			X	X	X	X	X	X	X
Child Care, Elder Care OR Pet Care		X	X	X	X	X	X	X	
Educational Resources		X	X	X	X	X	X	X	
Translation Services		X	X	X	X	X	X	X	
* Professional Fees		EAP Administration Cost	\$19,500 Flat Annual Fee	\$2.25 pepm	\$2.05	\$16.90 Per EE/YR	\$1.65 pepm	\$2.81 pepm	\$1.67 pepm
		Community Crisis Response Program	\$30,000 Annual Fee	Service Not Available	Service Not Available	Service Not Available	Service Not Available	Service Not Available	Service Not Available
		Rate Guarantee	1 Year	1 Year	5 Years	2 Years	4 Years	3 Years	1 Year
		Alt Plan (3+ F2F Sessions*)					\$1.40 pepm	\$3.01 pepm	
* References/ Testimonials	EAP Training & Workshops (per hour rate)	Included	\$250.00	\$150.00	\$325.00	Varies	\$165 per Hr	Included	
	Village/Town/Municipality References	x	x	x	x	x	x		

\* Perspectives offers 8 F2F. ERS offers 10 F2F