

City of Fayetteville Staff Review Form

2018-0513

Legistar File ID

10/2/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

9/13/2018

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends Council Approval and Authorization of the Mayor's signature on a Services Agreement between The University of Arkansas for Medical Science and the City of Fayetteville Fire Department, Police Department, and Community Resources for the amount of \$26.00 per covered employee. This will include 122 employees for the Fire Department, 182 employees for the Police Department, and 20 employees for the Community Resources Department for a total expense of \$8,424 per year. This agreement with quarterly invoicing per each department shall remain in effect for the following period: October 1, 2018 through December 31, 2020.

Budget Impact:

1010.300.3020-5314.00 1010.200.2900-
5315.00 1010.671.2720-5315.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 414,637.06

Funds Obligated \$ 338,016.07

Current Balance \$ 76,620.99

Does item have a cost? Yes

Item Cost \$ 8,424.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 68,196.99

Must Attach Completed Budget Adjustment:

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments: Cost: \$26.00 per covered employee. This will include 122 employees for the Fire Department, 182 employees for the Police Department, and 20 employees for the Community Resources Department for a total expense of \$8,424 per year.



MEETING OF OCTOBER 2, 2018

TO: Mayor and City Council
FROM: David Dayringer, Fire Chief
DATE: September 13, 2018

SUBJECT: Council Approval & Authorization for the Mayor to sign a Services Agreement between the University of Arkansas for Medical Science Arkansas Employee Assistance Program (AEAP) Counseling Services and the City of Fayetteville Fire Department, Police Department, and Community Resources

RECOMMENDATION:

Staff recommends Council Approval and Authorization of the Mayor's signature on a Services Agreement between The University of Arkansas for Medical Science and the City of Fayetteville Fire Department, Police Department, and Community Resources for the amount of \$26.00 per covered employee. This will include 122 employees for the Fire Department, 182 employees for the Police Department, and 20 employees for the Community Resources Department for a total expense of \$8,424 per year. This agreement with quarterly invoicing per each department shall remain in effect for the following period: October 1 through December 31, 2020.

BACKGROUND:

The mission of AEAP is to increase organizational productivity and effectiveness through two core functions. The first function is working directly with employees toward the resolution and prevention of personal problems that may impact work performance. The second function is providing worksite problem services including consultation with managers, assessing organizational needs, and education/training on a variety of topics relevant to the organization climate.

DISCUSSION:

After discussion amongst the three distinct departments of Fire, Police, and Community Resources, there was agreement that the Employee Assistance Services provided from the University of Arkansas for Medical Science would prove beneficial to the unique characteristics and job hazards associated with these departments. The work-related traumatic stress and secondary trauma exposure that occurs within these public service professions and job duties reflects the need to provide access to solution-focused counseling. AEAP is the only service that includes counseling for family members. This feature is essential for addressing mental/behavioral health issues for these employees.

BUDGET/STAFF IMPACT:

Funds are available in the Fire, Police, and Community Resources Budget and Works Programs for these professional services to be paid to UAMS on a quarterly basis upon the approval of the Services Agreement. Fire will pay \$3,172, Police will pay \$4,732, and Community Resources will pay \$520 per year.

Attachments:

Contract Services Agreement

SERVICES AGREEMENT
Arkansas Employee Assistance Program

This Agreement is made effective October 1, 2018, between The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas for Medical Sciences' Psychiatric Research Institute, Arkansas Employee Assistance Program (collectively referred to herein as ("AEAP")), and the City of Fayetteville ("COF").

WHEREFORE, the parties wish to enter into an agreement in which certain employee assistance services are made available and provided by the AEAP to the employees of City of Fayetteville.

THEREFORE, in consideration of the foregoing, the mutual obligations of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following provisions of this Agreement:

1. **Term** The "Term" of this Agreement shall be Twenty-seven (27) months, commencing on October 1, 2018 and ending on December 31, 2020. Either party may terminate this Agreement, however, prior to the end of the Term. To effectively terminate this Agreement, the party terminating the Agreement must provide the other party with sixty (60) days written notice.

2. **"Covered Employees" Eligible to Obtain AEAP Services** The employees who may obtain the services set forth in this Agreement are employees of City of Fayetteville who are eligible for employee benefits provided by City of Fayetteville ("Covered Employees"). The number of City of Fayetteville Covered Employees eligible to obtain AEAP services as of the date of this Agreement is Three Hundred and twenty-four (324).

3. **Family Members of City of Fayetteville Employees** All "Family Members" of Covered Employees of City of Fayetteville shall be eligible for AEAP services set forth in this Agreement, as long as AEAP determines that the provision of such services does not adversely affect AEAP's ability to provide services to the Covered Employees. For purposes of this Agreement, "Family Members" is defined as follows:

- a. current spouse of the Covered Employee;
- b. minor children of Covered Employee; and
- c. members of the Covered Employee's household.

4. **Compensation for Services** City of Fayetteville agrees to pay AEAP at the rate of Twenty-six Dollars (\$26.00) per Covered Employee per year for the services provided as set forth in this Agreement. Payment shall be made on a monthly basis, with an invoice to be submitted to Fire Chief David Dayringer, 303 W. Center Street, Fayetteville AR 72701 (for 122 employees); Police Chief Greg Tabor, 100A W. Rock St. Fayetteville, AR 72701 (for 182

Employees); Community Resources Division Director Yolanda Fields, 113 W. Mountain St., Fayetteville, AR 72701 (for 20 employees).

Remit To: UAMS AR Employee Assistance Program
Attn: Treasurer's Office – Slot 560
4301 West Markham Street
Little Rock, AR 72205

5. AEAP Staff The following staff will provide the appropriate AEAP services described in this Agreement:

- a. AEAP Program Director who is a Licensed Professional Counselor and Board Certified Telemental Health Provider;
- b. AEAP Administrative Assistant;
- c. Behavioral Health Counselors who are Licensed Mental Health Counselors or Social workers; and
- d. Contract Manager, who is a Licensed Clinical Social Worker.

6. AEAP Services AEAP will provide the following services during the Term of this Agreement to the Covered Employees and their Immediate Family (jointly referred to as "Client"):

6.1 Assessment.

AEAP will assess problem areas and assist Clients to develop a plan of action. Assessment also includes evaluation of Covered Employees in the area of behavioral health.

6.2. Referral Services.

AEAP will refer Clients to the appropriate resource should AEAP determine that a referral is necessary. If AEAP determines that disorders of a moderate to severe psychiatric nature or other problems outside the scope of AEAP practice are at issue, AEAP will refer these Clients out to the appropriate treatment providers. If or when the Client accepts a referral, the cost of services provided outside AEAP will be born by and the responsibility of the Client.

6.3 Short-Term Problem Resolution.

AEAP will provide to the Client short-term problem resolution services, including solution-focused counseling, in the form of one (1) to seven (7) sessions, and AEAP counselors will make every reasonable attempt to resolve the issues within

the program. If AEAP determines that the Client should be referred to an outside treatment provider, AEAP will make such a referral.

6.4. Case Management.

AEAP provides case management services to help clients effectively utilize insurance dollars and community resources, and these services are used to avoid duplication of services.

6.5 Crisis Intervention.

AEAP will provide to the Client the following crisis intervention services, available during regular business hours, after regular business hours, and on weekends and holidays, 24 hours a day, as needed:

- a. In the event of a traumatic event occurring in the City of Fayetteville workplace, AEAP will provide Critical Incident Stress De-briefings; and
- b. Telephone crisis counseling, case management and referrals on an emergency basis.

6.6 Orientation.

AEAP will provide to the City of Fayetteville Covered Employees written information and a brief presentation about the Employee Assistance Program services available to the employees as set forth in this Agreement, including how to access the AEAP services.

6.7 Supervisor Training.

AEAP will provide training to the appropriate City of Fayetteville supervisors on how to help employees access the AEAP services, how to help employees whose job performance has been affected because of personal problems, and how to make employee referrals to the AEAP.

6.8 Management Consultation.

AEAP will assist City of Fayetteville in developing policy and procedures relating to EAP services, including substance abuse and other EAP related issues. AEAP will assist City of Fayetteville in developing programs related to personal and professional growth and development for City of Fayetteville employees.

6.9 Promotion of Program.

AEAP will provide to City of Fayetteville the appropriate AEAP brochures for its employees, distribute posters for a break room bulletin board, maintain the AEAP Web page, and contribute to City of Fayetteville internal newsletters or other communications with its employees relating to AEAP services.

6.10 Training Workshops.

During the Term of this Agreement, AEAP will provide up to eighteen (18) hours of training to employees and supervisors on such topics as anger management, assertiveness, conflict resolution, crisis management, addictive behavior, stress management, team-building, and related topics.

6.11 Information Center.

AEAP will provide to Clients access to books, videos, audiotapes and other materials to facilitate personal and professional growth, at no cost to the Client.

6.12 Wellness Activities.

AEAP will make available to Clients various materials relating to wellness issues, such as weight management, smoking cessation, and exercise. AEAP will also make available to Covered Employees counseling on developing a wellness program for improved health.

6.13 Reports.

AEAP will provide to City of Fayetteville annual reports to summarize the AEAP activities in connection with the services provided to City of Fayetteville employees pursuant to this Agreement, including the number of new Clients, the problem category, effect of problem on job performance, and demographic information. AEAP will not include in its annual reports any information that would breach client confidentiality under applicable state and federal laws. The reports also will include a listing of non-client activities.

7. **Confidentiality** AEAP agrees that it will maintain the confidentiality of Client information in compliance with applicable state and federal laws.

8. **Binding Effect** This Agreement, and any term, obligation, rights or condition of this Agreement, shall not be assigned, unless both parties consent in writing.

9. **Choice of Law** The validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of Arkansas.

10. **Entire Agreement** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions of the parties, whether written or oral.

11. **Amendment** No amendment, modification, supplement or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

12. **Severability** If any provision of this Agreement is held to be inoperative, unenforceable or invalid under present or future laws effective during the Term of this Agreement, such shall be inoperative, unenforceable or invalid without affecting the remaining provisions. The remaining terms of this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and, to that end, the provisions of this Agreement are declared to be severable.

13. **Authority of Signators** The individuals executing this Agreement represent and warrant that they are duly authorized to do so.

14. **Non-Waiver** Any failure of any party hereto, on one or more occasions, to enforce and require the strict performance of or compliance with any terms or conditions of this Agreement shall not constitute a waiver of any such term or condition at any future time and shall not prevent such party from insisting on the strict performance of or compliance with such terms and conditions at any later time.

15. **Independent Contractor** No relationship of employer and employee, partnership, joint venture, business associate, third-party administrator or agency relationship between the parties is created by this Agreement. The parties understand, acknowledge and agree that UAMS AEAP is at all times acting and performing as an independent contractor in providing the services set forth in this Agreement.

16. **Notices** Any notice, demand, or communication required, permitted, or desired to be given herein shall be in writing and shall be deemed effectively given on the earlier of: (i) actual delivery to the intended recipient or its agent, (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested but only if accompanied with a copy of such communication mailed by regular United States mail, postage prepaid, or (iii) the next business day following deposit with a recognized national overnight courier, prepaid and designated for next day delivery, addressed as follows:

Arkansas Employee Assistance Program
5800 West 10th Street
Little Rock, AR 72204

With a copy to:
University of Arkansas for Medical Sciences
Office of General Counsel
4301 West Markham Street, Mail Slot #860
Little Rock, AR 72205

University of Arkansas for Medical Sciences
Contracts Administration
4301 West Markham Street, Mail Slot #743
Little Rock, AR 72205

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of DATE.

**City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701**

**ARKANSAS EMPLOYEE
ASSISTANCE PROGRAM**

By: _____

Lioneld Jordan, Mayor

Date

By: _____

Samara L. Duckworth, Director

Date

**University of Arkansas for Medical
Sciences Psychiatric Research Institute**

By: _____

**Chris Cargile, M.D.
Behavioral Health Service Line
Director, Psychiatric Research
Institute**

Date

**Board of Trustees of the University of
Arkansas Acting for and on behalf of the
University of Arkansas for Medical
Sciences**

**4301 West Markham
Little Rock, AR 72205**

By: _____

**William R. Bowes
Senior Vice Chancellor for
Finance & Administration/Chief
Financial Officer**

Date