Agreement Regarding EAP (Employee Assistance Program) Services  
Provided by NuVantage Employee Resource,  
A Division of Lutheran Social Service of Minnesota

THIS AGREEMENT is made and entered into as of ______________, 2014, by and between

Enrolled Organization: ___________________________________________________
(hereinafter referred to as “Enrolled Organization”)

Whose Address Is: _______________________________________________________

Located in City/State/Zip: ________________________________________________

And the Minnesota Council of Nonprofits (hereinafter referred to as “MCN”) whose address is 2314 University Ave. W., Ste. 20, St. Paul, MN 55114.

Whereas MCN has entered into an agreement with NuVantage Employee Resource, a division of Lutheran Social Service of Minnesota, to offer a broad brush employee assistance program for MCN members, the above-listed Enrolled Organization hereby agrees as follows:

I. DESCRIPTION OF PROGRAM SERVICES

NuVantage shall make available the services enumerated in Appendix A, which NuVantage shall perform for the benefit of the Enrolled Organization, its employees and their household family members and dependent children living outside the home, starting upon the first day of the first month after MCN has received the following from the Enrolled Organization: (1) a signed copy of this agreement, (2) payment in full, (3) a completed EAP enrollment form, and (4) a complete list of all current employees of the Enrolled Organization.

In providing these services, NuVantage has assured MCN that it will use only Masters level trained mental health professionals for conducting assessment, referral, or brief counseling services. Additionally, those professionals providing Financial Assessments, Financial Planning, Legal and Eldercare services will be appropriately certified or licensed in their field.

To provide the services as outlined in this agreement, NuVantage may subcontract with other providers. This may include mental health or substance abuse professionals or clinics, financial counseling services, legal assessment service providers, eldercare providers, financial planners, and other provider networks.

II. CONFIDENTIALITY

NuVantage has assured MCN that it will abide by all state and federal provisions related to the data privacy rights of clients and confidentiality as required by law concerning the relationship between vendor and clients. NuVantage will not communicate confidential information to MCN or Enrolled Organization without the individual EAP client's written release of information.
III. LIABILITY STANDARD and COVERAGE

Enrolled Organization agrees that it will not attempt to hold MCN or NuVantage, and/or one of its practitioners, liable for a NuVantage practitioner or network provider's failure to predict, warn of, or take reasonable precautions to provide protection from an individual's (client) violent behavior, unless the individual (client) has communicated to the practitioner a specific, serious threat of physical violence against a specific, clearly identified or identifiable potential victim.

NuVantage has agreed to at all times during the term of this agreement have and keep in force a liability insurance policy in the amount of $1,000,000 for bodily injury or property damage to any one person and $3,000,000 for total injuries or damages from any one incident.

IV. FEES AND PAYMENTS

For MCN members with 25 employees or fewer, the Standard Fee will be $495 per year which is due upon signing this agreement. For MCN members with more than 25 employees, an Additional Fee of $19 per employee per year above a headcount of 25 will also be due upon signing this agreement.

MCN reserves the right to increase its fees upon renewal. This agreement will renew automatically with payment of an invoice from MCN each year. A reinstatement fee of $35 may be assessed if the renewal invoice is paid late.

V. ENTIRE AGREEMENT

This agreement represents the total and complete agreement between the parties. All prior statements, representations, commitments, and understandings are fully merged herein.

VI. AMENDMENT

This Agreement may not be amended without written consent by MCN.

VII. TERMINATION

Either party may terminate this agreement at any time with or without cause upon sixty (60) days written notice. In the case that the Enrolled Organization terminates the agreement, the Standard Fee will not be returned; the Additional Fee will be returned on a prorated basis. In the case that MCN terminates the agreement, the Standard and Additional Fee will be returned on a prorated basis.

SIGNED BY:

Signature

Printed Name

Organization

Date
APPENDIX A – PROGRAM SERVICES

Client Eligibility and Emergency Service
The “eligible population” shall include all employees of the enrolled organization, their household family members and dependent children living outside the home. Access is available 24 hours a day through an 800 number. Any of the services may be accessed by calling during regular business hours (Mon – Fri, 8 a.m. – 4:30 p.m.). After regular business hours, phone counseling is available for mental health concerns only.

Emergency service: Clients in crisis will be connected directly by phone with a mental health professional for crisis counseling. NuVantage Employee Resource will screen all callers to determine eligibility for the Employee Assistance Program. Eligible clients will be offered an appointment within 3 working days of their call. All attempts will be made to see clients in need of more urgent service the same day.

Mental Health Assessment and Referral
This service will consist of a maximum of four (4) in-person sessions per issue/case for each eligible client on a rolling 12 month basis. Referrals will be made to the most appropriate and cost-effective resources. The cost for any ongoing treatment or services resulting from the referral(s) will be the responsibility of the client.

Financial Counseling for Consumer Debt
This service will consist of an initial client consultation with a qualified financial counselor (in person or over the phone) which will lead to recommendations and follow up. Recommendations may include optional services which may require a nominal registration fee but most LSS charges are waived for NuVantage EAP clients. Services can also be accessed via a secure LSS website.

Legal Consultation and Referral
This service will consist of an initial telephone intake which will lead to referrals to qualified attorneys in the client’s location. The free 30 minute consultation can be conducted in person or over the phone. Discounted rates are available should a network attorney be retained. There is no limit to the initial consultation process as long as the issues are different. This service cannot be utilized for matters involving disputes or actions between the client and the enrolled organization or its agents, officers, directors, or employees.

Eldercare Consultation and Referral
This service will consist of an initial telephone consultation with a qualified eldercare/caregiver specialist which may lead to recommendations and follow up.

Workplace Consultation
NuVantage Employee Resource will provide consultation, as requested, for any supervisor or manager considering the referral of any employee to the EAP or who requests advice in managing an employee performance/behavior problem. A management consultant will provide coaching and support throughout the process, if needed, and maintain contact with the referring supervisor (provided the necessary consents for release of information are in place). Case
management is provided for supervisory referrals. Management consultations are available by phone via the primary access number.

**Supervisor/Manager Orientation**
Available to managers to inform them about all services available to their employees through the EAP. Orientation will be delivered via a webinar hosted by MCN; webinars will be scheduled at least once a quarter. Organizations with more than 100 employees are also eligible for onsite orientation; travel expenses might be incurred and will be negotiated at the time of the site visit schedule and billed directly to the Enrolled Organization by NuVantage.

**Employee Orientation**
Available to employees to inform them about all services available through the EAP. Orientation will be delivered via a webinar hosted by MCN; webinars will be scheduled at least once a quarter. Organizations with more than 100 employees are also eligible for onsite orientation; travel expenses might be incurred and will be negotiated at the time of the site visit schedule and billed directly to the Enrolled Organization by NuVantage.

**Critical Incident Response**
Consists of Critical Incident Response services for traumatic workplace related incidents (such as death, accident, workplace violence, etc.). Up to one hour per incident is included; additional time is available and charged based on an hourly rate of $250 billed directly to the enrolled organization by NuVantage. Travel expenses might be incurred and will be negotiated at the time of the site visit schedule and will also be billed directly to the enrolled organization by NuVantage.

**Promotional and Educational Materials**
Materials may include cards or brochures with contact information, magnets, program posters, and quarterly promotional/educational pieces. Materials will be available for download from the NuVantage website and/or emailed directly to an enrolled organization as an electronic attachment.

**Access to NuVantage Wellness Resource Portal**
NuVantage members have unlimited access to the NuVantage Wellness Portal which includes articles and resources on a wide variety of wellness topics. The site is password protected and the password can be obtained by contacting the NuVantage Account Manager.

**Substance Abuse Evaluations for Safety Sensitive Positions**
Many states require that employees who hold safety sensitive positions and who test positive for drugs or alcohol after a work accident or injury be evaluated by specially trained chemical dependency counselors. NuVantage Employee Resource can assist enrolled organizations in managing these complex cases for an additional fee of $300 which will be billed directly to the enrolled organization by NuVantage.