

## EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

This agreement, commencing on the 1<sup>st</sup> of October, 2020 by and between Northpointe Council Inc., hereinafter referred to as the AGENCY, and City of Niagara Falls .Herein after referred to as the EMPLOYER \_\_\_\_\_

- WHEREAS:** The AGENCY has undertaken to act as sponsoring agency of the Employee Assistance Program hereinafter referred to as the PROGRAM, and;
- WHEREAS:** The EMPLOYER desires to avail itself of the services provided by the PROGRAM and to participate in it, the parties hereby agree as follows:
- FIRST:** The AGENCY through the PROGRAM will provide assistance to EMPLOYER designated personnel in order that the EMPLOYER may recognize those employees whose job performance has deteriorated and who are in need of the services of the PROGRAM.
- SECOND:** The EMPLOYER will implement a plan within its own organization to establish occupational assistance policies and will also designate a representative who will be responsible for working with the PROGRAM and for referring employees in need of assistance to the AGENCY.
- THIRD:** The AGENCY will provide expertise to the EMPLOYER in the development of the following:
1. A standardized set of procedures to be used within its own organization to enable effective identification, intervention, referral and follow-up of employees who exhibit signs of work-related difficulties which may be the result of social, emotional and/or behavior/medical problems and;
  2. A standardized set of procedures that will enable employees with social, emotional and/or behavior/medical problems and which are presently or potentially interfering with the employees' ability to perform effectively on the job to voluntarily seek the services of the AGENCY.
- FOURTH:** The AGENCY will provide and develop educational materials for the training of the EMPLOYER's staff in techniques of the identification of and the intervention with employees who exhibit signs of job performance deterioration.
- FIFTH:** The AGENCY will train the EMPLOYER's designated personnel in the techniques of the identification and intervention with employees who exhibit signs of job performance deterioration.

**SIXTH:** The AGENCY will assist the EMPLOYER in publicizing and disseminating information on the availability of the services of the PROGRAM in providing counseling, assessment, referral and follow-up of social, emotional and/or behavior/medical problems that relate to job performance deterioration. The expense of such advertising shall be borne by the EMPLOYER.

**SEVENTH:** The AGENCY will collect data regarding program utilization and provide quarterly reports to the EMPLOYER.

**EIGHTH:** To promote maximum results and provide for the effective management of this program, the EMPLOYER, UNION (if applicable), AGENCY and PROGRAM shall promote communication in the operation of the program and shall conduct an annual review to promote maximum results and provide for the effective management of the program.

**NINTH:** The AGENCY will provide to employees and members of the employees' immediate families, retirees and laid-off employees, confidential, personal and family assessment and counseling services and referral to other resources for treatment, rehabilitation, or other services deemed necessary. It is the responsibility of the AGENCY to advise employees and family members that the EMPLOYER is not liable for any service provided by any agency. The AGENCY will provide unlimited in person and virtual trainings to the employees of the EMPLOYER.

**TENTH:** The EMPLOYER agrees to pay \$4800.00 (\$2.00 per 200 employees, per month) per annum for the services designated in paragraphs FIRST, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH and NINTH.

This agreement will remain in effect until September 30<sup>th</sup>, 2021, at which time the terms of this agreement may be subject to change by either party with written notification.

DATE: 8/28/2020

Northpointe Council  
For AGENCY: Kristi Dyer NAME President / CEO TITLE

DATE: \_\_\_\_\_

For EMPLOYER: \_\_\_\_\_ NAME \_\_\_\_\_ TITLE \_\_\_\_\_