



December 31, 2019

John Gribben  
TRIAD EAP  
844 Grand Avenue, Suite C  
Grand Junction, CO 81501

*Contract Description:* FIRST ANNUAL EXTENSION FOR  
TRIAD EAP Benefits Contract  
Originally dated 1/01/2019 through 12/31/2019

Dear Mr. Gribben,

This extension agreement is extended as of the 31st day of December, 2019, by and between the City of Grand Junction, Colorado, a municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Client" and TRIAD EAP, hereinafter in the Contract Documents referred to as the "TRIAD EAP". This extension shall cover the time period of January 1, 2020 through December 31, 2020. According to the original contract, each contract extension will be for a period of one year.

TRIAD EAP and the Client, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the annual extension as follows:

Scope of Work: TRIAD EAP shall perform for the Client the Work set forth in the Contract Documents as referenced in the original contract signed prior to January 1, 2020.

Contract Documents: The original signed contract dated for the period from January 1, 2019 through January 31, 2019 impose the Contract Documents, all of which are incorporated herein by the reference as if fully set forth.

In Witness whereof, the parties hereto have agreed to extend this Contract Extension to by duly executed, intending to be bound thereby.

City of Grand Junction

By: Melisa Geringer Date 1-24-2020  
Name: Melisa Geringer  
Title: Human Resources Director

**TRIAD EAP**

By: John Gribben Date 1/28/2020  
Name: John Gribben  
Title: Owner

## **EMPLOYEE ASSISTANCE PROGRAM AGREEMENT**

THIS EMPLOYEE ASSISTANCE PROGRAM AGREEMENT (Agreement) is between the Triad Resource Group, LLC d/b/a Triad EAP ("Triad") and the City of Grand Junction ("Employer").

### **RECITALS**

A. Triad offers a professional services program designed to assist (1) work organizations in addressing productivity issues and (2) employee Clients in identifying and resolving personal concerns (including, but not limited to health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal issues). The program provides counseling, training, referral services and access to other resources to participating employers and their employees, along with immediate family members of employees.

B. Employer desires to receive such services provided by Triad.

C. Now, therefore, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows:

#### **I. Definitions.** The words and terms defined below have the following definitions:

A. "Client" shall mean any Eligible Employee and any member of the Eligible Employee's Immediate Family who are receiving EAP Services.

B. "EAP Counselor" shall mean a person who is a counselor by trade, who has a minimum of a master's degree from an accredited college or university in the fields of psychology, counseling, or a comparable area of study and who provides EAP Services. EAP Counselors are generally independent contractors and not employees of Triad, but who accept referrals from Triad.

C. "EAP Services" shall mean employee assistance program services offered through Triad, which includes, but is not limited to, individual, couple and family counseling, consultation, group and training programs.

D. "Eligible Employee" shall mean a current employee of Employer, who has been properly identified in Employer's current quarterly report to Triad including employee name and other identifying information required by Triad.

E. "Immediate Family" shall mean an Eligible Employee's spouse or domestic partner, and dependent children under 26 years of age who are not emancipated.

**II. Term of Agreement.** This Agreement shall be effective for twelve months beginning January 1, 2019 and ending on December 31, 2019 unless terminated earlier in accordance with this Agreement. Notice by Triad of an increase in rates, regardless of when given, shall not constitute a non-renewal notice, but consistent with paragraph 4.c. Employer shall have sixty (60) calendar days from the date of the notice in which to choose to cancel the Agreement, during which period the rate increase shall not be effective.

#### **III. Triad's Responsibilities.**

A. EAP Services for Clients shall be provided as follows:

1. Counseling. Triad shall provide counseling sessions as set forth on attached Exhibit A. The areas in which counseling is provided include, but are not necessarily limited to, substance abuse, emotional distress, family, marital, financial, legal and job-related problems.

2. Referral to Outside Professionals. Triad or EAP Counselors may from time to time refer a Client to an outside professional for consultation or treatment. Issues typically referred to outside professionals include certain legal or financial problems, medical care and psychiatric conditions presenting needs beyond the expertise of EAP Counselors. Triad is not responsible for any costs associated with or resulting from any such outside referral. All such costs are the responsibility of the Client. Triad and EAP Counselors shall not refer a Client to an outside professional without first obtaining Client's written consent and express understanding that the outside professional is not an employee or agent of Triad, that the charges for such outside professional's services are not included in the Eligible Employee's EAP Services, that charges will be billed directly to Client by the outside professional (or if coverage is available and the outside professional accepts such coverage, to a third-party insurer or payer) and that Client or Eligible Employee is responsible for payment for these charges. Outside professionals are not employees or agents of Triad and do not share fees with Triad.

3. Education. Triad shall make available to Employer the programs specified on Exhibit A for the purpose of increasing Client knowledge, awareness and skills on using the EAP appropriately and effectively.

B. Triad will report Statistics on utilization to Employer on a quarterly basis. Quarterly statistics will show the number of Clients who have used EAP services and other information such as gender, number of employee-Clients, immediate family-Clients, types of referrals, and problem categories. Names or other identifying numbers, dates, or codes will not be reported. If the identity of the Client is discernible from the statistic as determined by applying applicable laws or regulations, the statistic shall not be disclosed unless the Client has provided written authorization for the disclosure.

C. Triad will bill Employer for any additional services provided to Employer during the month by the 10<sup>th</sup> of the next month. Payment shall be due within thirty (30) calendar days of the statement date. "Additional services" include, but are not necessarily limited to, training programs, conflict resolution counseling and critical incident counseling that are over and above the basic services provided under the quarterly assessment amount as explained in Exhibit A attached.

#### **IV. Employer's Responsibilities.**

A. Coordination with Triad. Substantial coordination is necessary between Employer and Triad for effective utilization of EAP Services. At all times, Employer shall have a representative available to Triad for such coordination.

B. Designation of Class and Name of Eligible Employees; COBRA Coverage. Employer shall give written notice to Triad of the Class of Eligible Employees and shall by the tenth day of each quarter report the names of every individual on the Employer's last payroll that fall within the Class. The Class of Eligible Employees shall be all Regular and Probationary-Status Full-Time and Regular Part-Time Employees on the payroll. Employer is also responsible for: (1) ensuring the plan administrator or plan sponsor offers continuation coverage as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) to Eligible Employees, Immediate Family or other dependents as required by federal law; and (2) notifying Triad regarding the extension or continuation of EAP Services to such Eligible Employees, Immediate Family and dependents as required by applicable law.

C. Payment. Employer shall pay Triad on or before the tenth day of the quarter, an amount equal to the base rate times the number of Eligible Employees on Employer's final payroll for the last quarter ("quarterly assessment") plus an amount for additional enrollment as a result of COBRA continuation, if applicable. Payments shall be made in advance. The base rate for determining the quarterly assessment and other charges are stated in Exhibit A. After the initial term of this Agreement,

Triad shall have the right to increase the rates set forth in Exhibit A by giving Employer written notice of the new rates at least sixty (60) calendar days prior to the effective date of such increase in rates. If such notice is given, the rates set forth in the notice shall be the applicable rates under this Agreement after such sixty (60) day notice and for the successive term.

1. Payment shall entitle all Eligible Employees and the Immediate Family to receive basic services for that quarter. There shall be no refund for any Eligible Employee whose employment terminates during the current quarter and the Eligible Employee shall have thirty (30) calendar days after the date of termination in which to use basic EAP Services. Similarly, there shall be no extra charge for individuals who become Eligible Employees during the current quarter, so long as the number of Eligible Employees for the Employer does not increase by more than 10% during the quarter. If there is greater than a 10% increase in Eligible Employees during the quarter, Employer shall pay Triad an additional base charge for each additional Eligible Employee added during the quarter. The charge shall be paid within thirty (30) calendar days of Triad's statement date.

2) Eligible Employees and the Immediate Family of Eligible Employee who terminate employment with Employer and elect to continue their EAP coverage via COBRA shall receive basic services for as long as the full monthly premium is paid. Employer shall provide COBRA eligibility or termination rosters to Triad along with the quarterly eligibility roster as stated in Section 4.b "Designation of Class and Name of Eligible Employees."

3) Employer may refer employees for Services who aren't classified as Eligible Employees, such as Seasonal Workers. Triad will confirm the referral with the Employer's designated contact in Human Resources. Triad will bill Employer for those additional Services at the rate identified in Exhibit A, Section 3.a. To protect the employee's confidentiality, no names will be identified on the invoice for these additional services – a code will be used instead, along with the date(s) of service.

4) If Employer's use of Triad's services terminates mid-month, Triad shall refund to Employer a pro-rata share of the monthly assessment for the Employer based on the number of calendar days remaining in the month after Triad receives notice of the termination. Thereafter, Triad and its EAP Counselors shall not be obligated to provide further services to Employer's employees or the employees' Immediate Families.

**V. Confidentiality.** All information provided by Triad is subject to applicable laws and professional ethics regarding confidentiality. Triad and Employer agree to enter a HIPAA compliant business associate agreement for the protection of health information regarding Clients. Except as otherwise required or allowed by applicable law, information about Clients will not be divulged by EAP Counselors or Triad to Employer or any third party, except as provided below:

A. Statistical Information. Triad will disclose non-identifying statistics to Employer on an annual basis as provided in paragraph 3.b above.

B. Employer Referral, No Job Jeopardy. When Employer notifies Triad that it has referred or will refer an Eligible Employee for EAP Services and does not state that the Eligible Employee's job position is in jeopardy, then upon request of Employer, Triad will seek written authorization from the Eligible Employee who is a current Client to disclose to Employer that the Client is receiving EAP Counseling Services. Triad may then report this information to Employer if the Client so authorizes such disclosure in writing. Only the fact that Client is receiving EAP Counseling Services will be disclosed to Employer, except as set forth in paragraph 3.b above.

C. Employer Referral, Job Jeopardy Situation. When Employer notifies Triad that it has or will make a referral because Employer has determined that Employee's job is in jeopardy, then upon request of Employer and with written authorization of the Eligible Employee, Triad shall provide in addition to the information provided pursuant to paragraphs 3.b and 5.b above, the following information:

1. The date(s) the Eligible Employee attends or fails to attend;
2. Whether a follow-up appointment is scheduled and the date(s) and times of the appointment(s);
3. A brief statement indicating whether the Eligible Employee demonstrates awareness of, and is engaged in discussing the behavior(s) identified by their supervisor; and
4. Whether the Employee has been referred for treatment or other services to an Outside Professional.

D. Referral to Outside Professional. With the Client's prior consent, information will be provided to an Outside Professional to whom the Client is referred by Triad or an EAP Counselor for additional professional services.

**VI. Compliance with Federal Laws.** To the extent Employer is required to comply with the Employee Retirement Income Security Act of 1974 (ERISA), COBRA or other requirements of federal law the parties agree as follows:

A. Triad is not the plan administrator of any Employer-sponsored welfare benefit plan for purposes of ERISA, COBRA, or other federal law as a result of this contract for EAP Services.

B. Employer shall ensure that the plan administrator complies with all ERISA reporting requirements including but not limited to the provision of summary plan descriptions and other filings (such as IRS Form 5500). Triad agrees to provide information reasonably necessary to assist the Employer or plan administrator in fulfilling such requirements.

C. Employer shall ensure that the plan administrator complies with any applicable COBRA continuation of coverage requirements including provision of initial notices and notices required upon the occurrence of a qualifying event such as loss of employment, eligibility, dependent status or divorce. Triad shall extend EAP Services during a period of COBRA continuation to persons at the direction of Employer and Triad is not responsible for collection of any fees directly from those Clients or other dependents who may obtain EAP Services during a period of COBRA continuation coverage. Triad will direct any inquiries regarding COBRA coverage by any Client, Eligible Employee, their dependents or any third parties to Employer or to an Employer-identified plan administrator.

D. Employer agrees to indemnify Triad from any and all claims, demands, assessment of fines, actions, and causes of action asserted by a third party, including any regulatory agency, asserted against Triad which may result or arise out of any obligations to comply with ERISA or COBRA requirements or the requirements of this paragraph 6 that result from the actions or omissions of Employer or a plan administrator or any of Employer or a plan administrators agents, employees, or representatives. This indemnity shall include the payment to Triad for attorney's fees, court costs and expert witness fees Triad incurs in defending itself from any such claims, demands, actions, causes of action, or defense or response to any regulatory enforcement action, investigation, or inquiry.

**VII. Triad's Right to Provide Services to Others.** Triad is in the business of providing EAP Services to individuals and businesses and this Agreement does not in any way limit Triad's right to conduct business or provide EAP services to parties other than Employer both during and following the Term of this Agreement.

**VIII. Termination of Agreement.** This Agreement shall terminate at the end of the Term as set forth in paragraph 2 above, or immediately upon any of the following events:

- A. The bankruptcy or insolvency of either party;

- B. A party's failure to cure a material breach of this Agreement within ten (10) calendar days after receiving notice stating the nature of the breach, the action needed to cure, and the date of termination if not cured;
- C. A second material breach within the same one-year Term;
- D. With or without cause upon sixty (60) calendar days prior notice; or
- E. If either party gives a non-renewal notice to the other at least thirty (30) calendar days before the end of the term, stating that the party does not wish to renew, or stating different terms which are a condition of renewal.

Upon termination or expiration of the Agreement, Triad's obligation to provide EAP Services to Employer, Eligible Employees and their Immediate Families and dependents shall terminate immediately and Triad shall have no further obligations under this Agreement. Employer's obligations under this Agreement shall also terminate except for its obligation to allow Triad to audit the payroll records of Employer, and to pay all amounts owed under this Agreement.

## **IX. General Provisions.**

A. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado. The parties agree that venue of all matters shall be in Mesa County, Colorado.

B. **Severability.** If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, unless the invalid or unenforceable provision is material to this Agreement and its invalidity or unenforceability results in substantial economic detriment to either party to the Agreement.

C. **Assignment.** Employer's rights, duties and responsibilities pursuant to this Agreement may not be assigned or delegated by Employer without the prior written consent of the other party.

D. **Entire Agreement.** This Agreement, and the Exhibits attached to this Agreement, constitute the entire understanding and agreement of the parties, and shall supersede all prior understanding and agreements of the parties on the subject matter of this Agreement.

E. **Amendments.** This Agreement shall not be changed, modified or altered except by amendment, which to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing: (i) Triad may unilaterally increase the rates as provided in paragraph 4.c. and change the benefits described in Exhibit A by giving Employer at least sixty (60) calendar days advance notice, during which period the rate or benefit changes shall not be effective, and (ii) Triad may unilaterally amend this Agreement in order to comply with the applicable federal or state laws or regulations, the amendment to become effective thirty (30) calendar days following Triad's notice to Employer of the amendment.

F. **Notices.** Whenever required hereunder, notices shall be deemed sufficiently given if made in writing, upon actual receipt of the notice or three calendar days after mailing by United States Mail, postage prepaid, first class or certified or registered mail, to the address of the parties set forth hereafter, whichever occurs first. The address to which notices are given may be changed by notice of change of address given in the method and manner provided herein.

G. **Benefit.** The terms and provisions of this Agreement shall bind and benefit the respective parties, their agents, employees and representatives.

Triad ACKNOWLEDGES THAT THE EMPLOYER IS A GOVERNMENT ENTITY AND THAT THIS

AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS OF THE ENTITY AND MAY BE TERMINATED IF SUCH ANNUAL APPROPRIATION(S) IS(ARE) NOT MADE.

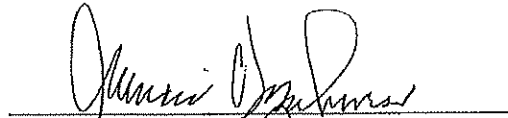
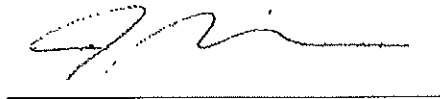
THE UNDERSIGNED HAS CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HEREBY KNOWINGLY AND VOLUNTARILY ENTERS INTO THIS AGREEMENT AS AUTHORIZED REPRESENTATIVE OF THE PARTY INDICATED ABOVE MY SIGNATURE.

Triad EAP

City of Grand Junction

Name: John Gribben

Name: Claudia Hartzel



(signature)

(signature)

Title: Owner / Manager

Title: Human Resources Director

Date October 8, 2018

Date 3-26-19

Address:

Address:

844 Grand Ave., Suite C  
Grand Junction, CO 81501

250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

ATTACHMENTS: Exhibits A

**EXHIBIT A**  
**Triad EAP's SERVICES**

**Employer: City of Grand Junction**  
**Effective Date: 1/1/2019 – 12/31/2019**

**I. Payment of Quarterly Assessment.** Payment must be received by Triad, on or before the tenth calendar day of the quarter, equal to the base rate times the number of Eligible Employees for Employer. All persons who are listed on the last payroll of the Employer before the beginning of the quarter and who fall within the designated Class of Eligible Employees for Employer, and those additional persons enrolled pursuant to COBRA, if applicable, shall be counted in computing the quarterly assessment. The base rate per Eligible Employee, or other person, per quarter is \$11.55.

**II. Basic EAP Services Included in the Base Rate.**

**A. Counseling Sessions.** The maximum number of counseling sessions per Eligible Employee per one-year Term of the Agreement is six (6) per incident. Any counseling session provided under this Agreement for Eligible Employee's Immediate Family shall count toward the number of counseling sessions to be provided to Eligible Employee under this Agreement. The type of incident is defined by the primary stressor creating the need for counseling, as follows:

- 1) Relationship problems within the Immediate Family, including but not limited to, marital or domestic problems, separation or divorce, relationship issues between spouses or domestic partners, parents and children, or siblings.
- 2) Health-related problems such as physical or mental illness or substance abuse of the Eligible Employee or the Immediate Family member or death of a loved one;
- 3) Financial or legal problems;
- 4) Job-related problems;
- 5) All other stressors.

Counseling sessions are for the purpose of assessment, short term counseling, and/or referral. The sessions are not for long term treatment. A counseling session is up to 50 minutes in length. Depending upon counselor availability and Client consent, a counseling session may be extended in length past 50 minutes and treated as multiple sessions (in increments of up to 50 minutes) that will each count toward the number of counseling sessions to be provided within the one-year term of this Agreement. Any scheduled counseling session that a Client misses without notice to Triad and the EAP Counselor of cancellation at least 24 hours in advance will be counted as a counseling sessions to be provided to Eligible Employee under this Agreement or as an additional counseling session charged to the Eligible Employee if the basic service number is exceeded. The Basic Services that are not utilized during the one-year Term are forfeited without refund and do not carry over into the next one-year Term unless Triad, in its sole discretion, makes a written exception to this rule.

**B. Financial Assistance.** Eligible employees can access a toll-free Information Line -- Financial counselors address questions on matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, and bankruptcy prevention. Certified Consumer Credit Counselors will provide hour-long confidential counseling sessions.

**C. Legal Assistance.** The legal assistance benefit allows Eligible Employees consultation for any legal issue, with the exception of those involving disputes or actions between an



employee/dependent and their employer or Triad. The legal consultant will provide connection to an attorney in the user's state for a free 30-minute consultation and/or refer the client to a local attorney for a free 30-minute consultation. If additional assistance is desired, clients are entitled to 25% off of the attorney's normal and customary fees. Certain legal issues are excluded from the 25% discounted rate. Excluded from the free consultation and other legal work is any matter in which the adverse party is a party or Employer under this Agreement, an affiliate, parent company or subsidiary of any party of Employer under this Agreement, or an Eligible Employee or Immediate Family of an Eligible Employee under this Agreement.

D. **Integrated ID Recovery**—30 minute consultation with a skilled ID Theft resolution Specialist who provides the caller with the tools to implement a resolution action plan. Includes 25% fee reduction for individuals who choose to purchase the Enhanced ID Recovery

E. **Advantage Complete Work / Life Services.** Triad will provide employees and their qualified dependents Child Dependent Care, Adult Dependent Care Services, and other work/life services. Includes telephonic access to care consultants, follow-up information and educational materials that match the needs of the client. Access to Work / Life's online Child Dependent Care and Adult/Elder Dependent Care Services via a password-protected web-site

F. **Supervisory Referral Sessions** include up to three (3) hours per Referral including consultation with the Employer &/or supervisor, one session with the employee, and reporting back as appropriate to the Employer.

G. **Training Programs.** Triad shall present six (6) free supervisory training programs—"Recognize & Assist the Troubled Employee."

H. **Conflict Resolution Counseling.** Conflict Resolution Counseling shall mean a group session for two or more Eligible Employees referred to EAP by Employer for the purposes of addressing issues causing conflict in the workplace. Three (3) Conflict Resolution Counseling sessions will be provided by Triad to Employer each one-year Term (1 counselor for up to 3 hours per session).

I. **Critical Incident Counseling.** Critical Incident Counseling shall mean an on-site group session for Eligible Employee counseling purposes following a critical or traumatic incident that affects workplace productivity or has an impact on the Eligible Employees' ability to cope or function in the work place. Triad shall make available to Employer three (3) critical incident Counseling sessions each one-year Term (1 counselor for up to 3 hours per session).

J. **Management / Human Resource Consultation Sessions.** Triad offers access to our management and human resource experts. A "session" is up to one hour in length by phone or in person. Five (5) sessions are available to Employer each one-year term.

K. **Benefits orientations / health fair attendance.** Triad will provide up to twenty-four (24) hours per year of time in orientations and educational sessions for Q&A at no charge.

### **III. Charges for Additional Services.**

a. **Additional Counseling Sessions.** Additional Counseling Sessions may be provided at a cost of \$85.00 per session, up to 50 minutes. Additional Supervisory Referral counseling is provided at a cost of \$85 per hour.

b. **Additional Training Programs.** Additional one-hour work-site training programs will be provided at a charge to Employer of \$225 plus material costs and travel costs for work-sites outside Mesa County, Colorado, or as otherwise agreed to in writing prior to the program presentation.

- c. **Additional Conflict Resolution Sessions.** Additional Conflict Resolution Sessions for 2 or more employees will be provided to Employer at the rate of \$95 per one-hour session. Individual counseling provided as part of a Conflict Resolution intervention are \$85 / hour.
- d. **Additional Critical Incident Counseling Sessions.** Additional Critical Incident Counseling Sessions will be provided to Employer at the rate of \$95 per hour.
- e. **Substance Abuse Assessments.** Every substance abuse assessment consists of evaluation, initial recommendation & report, follow-up tracking, follow-up evaluation & report, and travel time for the Substance Abuse counselor. Substance abuse assessments will be provided to Employer at the rate of \$125 per assessment.
- f. **Organizational development assessment and services.** The initial consultation is no charge. Any additional organizational development services including needs assessment, research, interviews, group session(s), and report preparation provided to Employer at the rate of \$45 per hour.
- g. **Substance Abuse Assessment.** Performed by a Substance Abuse Professional to satisfy Department of Transportation requirements are provided at a cost to Employer of \$325 per assessment.
- h. **Fitness for Duty Evaluations.** Triad will coordinate Fitness for Duty evaluations with qualified mental health professionals. The fees for those services vary from case to case. The hourly rate depends on the complexity of the case and the level of expertise required to adequately perform the services.



**CONTRACT EXTENSION AGREEMENT EXT-4376-17-SH**

May 26, 2017

John Gribben  
TRIAD EAP  
844 Grand Avenue, Suite C  
Grand Junction, CO 81501

**CONTRACT DESCRIPTION:** **FIRST ANNUAL EXTENSION FOR**  
TRIAD EAP Benefits Contract  
Originally dated 1/01/2017 through 12/31/2017

Dear Mr. Gribben,

This extension agreement is **extended** as of the **14<sup>th</sup> day of June, 2017**, by and between the **City of Grand Junction**, Colorado, a municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Client" and **TRIAD EAP**, hereinafter in the Contract Documents referred to as the "TRIAD EAP". This extension shall cover the time period of **January 1, 2018** through **December 31, 2018**. According to the original contract, each contract extension will be for a period of one year.

TRIAD EAP and the Client, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the annual extension as follows:

**Scope of Work:** TRIAD EAP shall perform for the Client the Work set forth in the Contract Documents as referenced in the original contract signed prior to January 1, 2017.

**Contract Documents:** The original signed contract dated 1/01/2017 and this Contract Extension Agreement EXT-4376-17-SH, compose the Contract Documents, all of which are incorporated herein by the reference as if fully set forth.

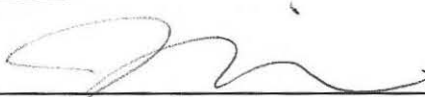
In Witness whereof, the parties hereto have cause this Contract Extension to be duly executed, intending to be bound thereby.

**City of Grand Junction**

By: \_\_\_\_\_  
Name: Claudia Hazelhurst,  
Title: Human Resources Director

\_\_\_\_\_  
Date

**TRIAD EAP**

By:   
Name: John Gribben  
Title: Owner/Manager

\_\_\_\_\_  
Date 6/15/17

# ORIGINAL CONTRACT (EXT-4376-17-SH)

## EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

THIS EMPLOYEE ASSISTANCE PROGRAM AGREEMENT (Agreement) is between the TRIAD Resource Group, LLC d/b/a TRIAD EAP ("TRIAD") and the City of Grand Junction ("Employer").

### RECITALS

A. TRIAD offers a professional services program designed to assist (1) work organizations in addressing productivity issues and (2) employee Clients in identifying and resolving personal concerns (including, but not limited to health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal issues). The program provides counseling, training, referral services and access to other resources to participating employers and their employees, along with immediate family members of employees.

B. Employer desires to receive such services provided by TRIAD.

C. Now, therefore, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows:

#### I. Definitions. The words and terms defined below have the following definitions:

A. "Client" shall mean any Eligible Employee and any member of the Eligible Employee's Immediate Family who are receiving EAP Services.

B. "EAP Counselor" shall mean a person who is a counselor by trade, who has a minimum of a master's degree from an accredited college or university in the fields of psychology, counseling, or a comparable area of study and who provides EAP Services. EAP Counselors are generally independent contractors and not employees of TRIAD, but who accept referrals from TRIAD.

C. "EAP Services" shall mean employee assistance program services offered through TRIAD, which includes, but is not limited to, individual, couple and family counseling, consultation, group and training programs.

D. "Eligible Employee" shall mean a current employee of Employer, who has been properly identified in Employer's current quarterly report to TRIAD including employee name and other identifying information required by TRIAD.

E. "Immediate Family" shall mean an Eligible Employee's spouse or domestic partner, and dependent children under 26 years of age who are not emancipated.

II. Term of Agreement. This Agreement shall be effective for twelve months beginning January 1, 2017 and ending on December 31, 2017 unless terminated earlier in accordance with this Agreement. Notice by TRIAD of an increase in rates, regardless of when given, shall not constitute a non-renewal notice, but consistent with paragraph 4.c. Employer shall have sixty (60) calendar days from the date of the notice in which to choose to cancel the Agreement, during which period the rate increase shall not be effective.

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A. EAP Services for Clients shall be provided as follows:

1. Counseling. TRIAD shall provide counseling sessions as set forth on attached Exhibit A. The areas in which counseling is provided include, but are not necessarily limited to, substance abuse, emotional distress, family, marital, financial, legal and job-related problems.

2. Referral to Outside Professionals. TRIAD or EAP Counselors may from time to time refer a Client to an outside professional for consultation or treatment. Issues typically referred to outside professionals include certain legal or financial problems, medical care and psychiatric conditions presenting needs beyond the expertise of EAP Counselors. TRIAD is not responsible for any costs associated with or resulting from any such outside referral. All such costs are the responsibility of the Client. TRIAD and EAP Counselors shall not refer a Client to an outside professional without first obtaining Client's written consent and express understanding that the outside professional is not an employee or agent of TRIAD, that the charges for such outside professional's services are not included in the Eligible Employee's EAP Services, that charges will be billed directly to Client by the outside professional (or if coverage is available and the outside professional accepts such coverage, to a third-party insurer or payer) and that Client or Eligible Employee is responsible for payment for these charges. Outside professionals are not employees or agents of TRIAD and do not share fees with TRIAD.

3. Education. TRIAD shall make available to Employer the programs specified on Exhibit A for the purpose of increasing Client knowledge, awareness and skills on using the EAP appropriately and effectively.

B. TRIAD will report Statistics on utilization to Employer on a quarterly basis. Quarterly statistics will show the number of Clients who have used EAP services and other information such as gender, number of employee-Clients, immediate family-Clients, types of referrals, and problem categories. Names or other identifying numbers, dates, or codes will not be reported. If the identity of the Client is discernible from the statistic as determined by applying applicable laws or regulations, the statistic shall not be disclosed unless the Client has provided written authorization for the disclosure.

C. TRIAD will bill Employer for any additional services provided to Employer during the month by the 10<sup>th</sup> of the next month. Payment shall be due within thirty (30) calendar days of the statement date. "Additional services" include, but are not necessarily limited to, training programs, conflict resolution counseling and critical incident counseling that are over and above the basic services provided under the quarterly assessment amount as explained in Exhibit A attached.

#### **IV. Employer's Responsibilities.**

A. Coordination with TRIAD. Substantial coordination is necessary between Employer and TRIAD for effective utilization of EAP Services. At all times, Employer shall have a representative available to TRIAD for such coordination.

B. Designation of Class and Name of Eligible Employees; COBRA Coverage. Employer shall give written notice to TRIAD of the Class of Eligible Employees and shall by the tenth day of each quarter report the names of every individual on the Employer's last payroll that fall within the Class. The Class of Eligible Employees shall be all Regular and Probationary-Status Full-Time and Regular Part-Time Employees on the payroll. Employer is also responsible for: (1) ensuring the plan administrator or plan sponsor offers continuation coverage as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) to Eligible Employees, Immediate Family or other dependents as required by federal law; and (2) notifying TRIAD regarding the extension or continuation of EAP Services to such Eligible Employees, Immediate Family and dependents as required by applicable law.

C. Payment. Employer shall pay TRIAD on or before the tenth day of the quarter, an amount equal to the base rate times the number of Eligible Employees on Employer's final payroll for the last quarter ("quarterly assessment") plus an amount for additional enrollment as a result of COBRA continuation, if applicable. Payments shall be made in advance. The base rate for determining the quarterly assessment and other charges are stated in Exhibit A. After the initial term of this Agreement,

TRIAD shall have the right to increase the rates set forth in Exhibit A by giving Employer written notice of the new rates at least sixty (60) calendar days prior to the effective date of such increase in rates. If such notice is given, the rates set forth in the notice shall be the applicable rates under this Agreement after such sixty (60) day notice and for the successive term.

1. Payment shall entitle all Eligible Employees and the Immediate Family to receive basic services for that quarter. There shall be no refund for any Eligible Employee whose employment terminates during the current quarter and the Eligible Employee shall have thirty (30) calendar days after the date of termination in which to use basic EAP Services. Similarly, there shall be no extra charge for individuals who become Eligible Employees during the current quarter, so long as the number of Eligible Employees for the Employer does not increase by more than 10% during the quarter. If there is greater than a 10% increase in Eligible Employees during the quarter, Employer shall pay TRIAD an additional base charge for each additional Eligible Employee added during the quarter. The charge shall be paid within thirty (30) calendar days of TRIAD's statement date.

2) Eligible Employees and the Immediate Family of Eligible Employee who terminate employment with Employer and elect to continue their EAP coverage via COBRA shall receive basic services for as long as the full monthly premium is paid. Employer shall provide COBRA eligibility or termination rosters to TRIAD along with the quarterly eligibility roster as stated in Section 4.b "Designation of Class and Name of Eligible Employees."

3) Employer may refer employees for Services who aren't classified as Eligible Employees, such as Seasonal Workers. TRIAD will confirm the referral with the Employer's designated contact in Human Resources. TRIAD will bill Employer for those additional Services at the rate identified in Exhibit A, Section 3.a. To protect the employee's confidentiality, no names will be identified on the invoice for these additional services – a code will be used instead, along with the date(s) of service.

4) If Employer's use of TRIAD's services terminates mid-month, TRIAD shall refund to Employer a pro-rata share of the monthly assessment for the Employer based on the number of calendar days remaining in the month after TRIAD receives notice of the termination. Thereafter, TRIAD and its EAP Counselors shall not be obligated to provide further services to Employer's employees or the employees' Immediate Families.

**V. Confidentiality.** All information provided by TRIAD is subject to applicable laws and professional ethics regarding confidentiality. TRIAD and Employer agree to enter a HIPAA compliant business associate agreement for the protection of health information regarding Clients. Except as otherwise required or allowed by applicable law, information about Clients will not be divulged by EAP Counselors or TRIAD to Employer or any third party, except as provided below:

A. Statistical Information. TRIAD will disclose non-identifying statistics to Employer on an annual basis as provided in paragraph 3.b above.

B. Employer Referral, No Job Jeopardy. When Employer notifies TRIAD that it has referred or will refer an Eligible Employee for EAP Services and does not state that the Eligible Employee's job position is in jeopardy, then upon request of Employer, TRIAD will seek written authorization from the Eligible Employee who is a current Client to disclose to Employer that the Client is receiving EAP Counseling Services. TRIAD may then report this information to Employer if the Client so authorizes such disclosure in writing. Only the fact that Client is receiving EAP Counseling Services will be disclosed to Employer, except as set forth in paragraph 3.b above.

C. Employer Referral, Job Jeopardy Situation. When Employer notifies TRIAD that it has or will make a referral because Employer has determined that Employee's job is in jeopardy, then upon request of Employer and with written authorization of the Eligible Employee, TRIAD shall provide in addition to the information provided pursuant to paragraphs 3.b and 5.b above, the following information:

1. The date(s) the Eligible Employee attends or fails to attend;
2. Whether a follow-up appointment is scheduled and the date(s) and times of the appointment(s);
3. A brief statement indicating whether the Eligible Employee demonstrates awareness of, and is engaged in discussing the behavior(s) identified by their supervisor; and
4. Whether the Employee has been referred for treatment or other services to an Outside Professional.

D. Referral to Outside Professional. With the Client's prior consent, information will be provided to an Outside Professional to whom the Client is referred by TRIAD or an EAP Counselor for additional professional services.

**VI.** Compliance with Federal Laws. To the extent Employer is required to comply with the Employee Retirement Income Security Act of 1974 (ERISA), COBRA or other requirements of federal law the parties agree as follows:

A. TRIAD is not the plan administrator of any Employer-sponsored welfare benefit plan for purposes of ERISA, COBRA, or other federal law as a result of this contract for EAP Services.

B. Employer shall ensure that the plan administrator complies with all ERISA reporting requirements including but not limited to the provision of summary plan descriptions and other filings (such as IRS Form 5500). TRIAD agrees to provide information reasonably necessary to assist the Employer or plan administrator in fulfilling such requirements.

C. Employer shall ensure that the plan administrator complies with any applicable COBRA continuation of coverage requirements including provision of initial notices and notices required upon the occurrence of a qualifying event such as loss of employment, eligibility, dependent status or divorce. TRIAD shall extend EAP Services during a period of COBRA continuation to persons at the direction of Employer and TRIAD is not responsible for collection of any fees directly from those Clients or other dependents who may obtain EAP Services during a period of COBRA continuation coverage. TRIAD will direct any inquiries regarding COBRA coverage by any Client, Eligible Employee, their dependents or any third parties to Employer or to an Employer-identified plan administrator.

D. Employer agrees to indemnify TRIAD from any and all claims, demands, assessment of fines, actions, and causes of action asserted by a third party, including any regulatory agency, asserted against TRIAD which may result or arise out of any obligations to comply with ERISA or COBRA requirements or the requirements of this paragraph 6 that result from the actions or omissions of Employer or a plan administrator or any of Employer or a plan administrators agents, employees, or representatives. This indemnity shall include the payment to TRIAD for attorney's fees, court costs and expert witness fees TRIAD incurs in defending itself from any such claims, demands, actions, causes of action, or defense or response to any regulatory enforcement action, investigation, or inquiry.

**VII.** TRIAD's Right to Provide Services to Others. TRIAD is in the business of providing EAP Services to individuals and businesses and this Agreement does not in any way limit TRIAD's right to conduct business or provide EAP services to parties other than Employer both during and following the Term of this Agreement.

**VIII.** Termination of Agreement. This Agreement shall terminate at the end of the Term as set forth in paragraph 2 above, or immediately upon any of the following events:

- A. The bankruptcy or insolvency of either party;

- B. A party's failure to cure a material breach of this Agreement within ten (10) calendar days after receiving notice stating the nature of the breach, the action needed to cure, and the date of termination if not cured;
- C. A second material breach within the same one-year Term;
- D. With or without cause upon sixty (60) calendar days prior notice; or
- E. If either party gives a non-renewal notice to the other at least thirty (30) calendar days before the end of the term, stating that the party does not wish to renew, or stating different terms which are a condition of renewal.

Upon termination or expiration of the Agreement, TRIAD's obligation to provide EAP Services to Employer, Eligible Employees and their Immediate Families and dependents shall terminate immediately and TRIAD shall have no further obligations under this Agreement. Employer's obligations under this Agreement shall also terminate except for its obligation to allow TRIAD to audit the payroll records of Employer, and to pay all amounts owed under this Agreement.

## **IX. General Provisions.**

A. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado. The parties agree that venue of all matters shall be in Mesa County, Colorado.

B. **Severability.** If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, unless the invalid or unenforceable provision is material to this Agreement and its invalidity or unenforceability results in substantial economic detriment to either party to the Agreement.

C. **Assignment.** Employer's rights, duties and responsibilities pursuant to this Agreement may not be assigned or delegated by Employer without the prior written consent of the other party.

D. **Entire Agreement.** This Agreement, and the Exhibits attached to this Agreement, constitute the entire understanding and agreement of the parties, and shall supersede all prior understanding and agreements of the parties on the subject matter of this Agreement.

E. **Amendments.** This Agreement shall not be changed, modified or altered except by amendment, which to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing: (i) TRIAD may unilaterally increase the rates as provided in paragraph 4.c. and change the benefits described in Exhibit A by giving Employer at least sixty (60) calendar days advance notice, during which period the rate or benefit changes shall not be effective, and (ii) TRIAD may unilaterally amend this Agreement in order to comply with the applicable federal or state laws or regulations, the amendment to become effective thirty (30) calendar days following TRIAD's notice to Employer of the amendment.

F. **Notices.** Whenever required hereunder, notices shall be deemed sufficiently given if made in writing, upon actual receipt of the notice or three calendar days after mailing by United States Mail, postage prepaid, first class or certified or registered mail, to the address of the parties set forth hereafter, whichever occurs first. The address to which notices are given may be changed by notice of change of address given in the method and manner provided herein.

G. **Benefit.** The terms and provisions of this Agreement shall bind and benefit the respective parties, their agents, employees and representatives.

TRIAD ACKNOWLEDGES THAT THE EMPLOYER IS A GOVERNMENT ENTITY AND THAT THIS



AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS OF THE ENTITY AND MAY BE TERMINATED IF SUCH ANNUAL APPROPRIATION(S) IS(ARE) NOT MADE.

THE UNDERSIGNED HAS CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HEREBY KNOWINGLY AND VOLUNTARILY ENTERS INTO THIS AGREEMENT AS AUTHORIZED REPRESENTATIVE OF THE PARTY INDICATED ABOVE MY SIGNATURE.

TRIAD EAP

City of Grand Junction

Name: John Gribben

Name: \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Title: Owner / Manager

Title: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Address:

Address:

844 Grand Ave., Suite C  
Grand Junction, CO 81501

250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

ATTACHMENTS: Exhibits A and B

**EXHIBIT A  
TRIAD EAP's SERVICES**

**Employer: City of Grand Junction  
Effective Date: 1/1/2017 – 12/31/2017**

**I. Payment of Quarterly Assessment.** Payment must be received by TRIAD, on or before the tenth calendar day of the quarter, equal to the base rate times the number of Eligible Employees for Employer. All persons who are listed on the last payroll of the Employer before the beginning of the quarter and who fall within the designated Class of Eligible Employees for Employer, and those additional persons enrolled pursuant to COBRA, if applicable, shall be counted in computing the quarterly assessment. The base rate per Eligible Employee, or other person, per quarter is \$9.21.

**II. Basic EAP Services Included in the Base Rate.**

A. **Counseling Sessions.** The maximum number of counseling sessions per Eligible Employee per one-year Term of the Agreement is six (6) per incident. Any counseling session provided under this Agreement for Eligible Employee's Immediate Family shall count toward the number of counseling sessions to be provided to Eligible Employee under this Agreement. The type of incident is defined by the primary stressor creating the need for counseling, as follows:

- 1) Relationship problems within the Immediate Family, including but not limited to, marital or domestic problems, separation or divorce, relationship issues between spouses or domestic partners, parents and children, or siblings.
- 2) Health-related problems such as physical or mental illness or substance abuse of the Eligible Employee or the Immediate Family member or death of a loved one;
- 3) Financial or legal problems;
- 4) Job-related problems;
- 5) All other stressors.

Counseling sessions are for the purpose of assessment, short term counseling, and/or referral. The sessions are not for long term treatment. A counseling session is up to 50 minutes in length. Depending upon counselor availability and Client consent, a counseling session may be extended in length past 50 minutes and treated as multiple sessions (in increments of up to 50 minutes) that will each count toward the number of counseling sessions to be provided within the one-year term of this Agreement. Any scheduled counseling session that a Client misses without notice to TRIAD and the EAP Counselor of cancellation at least 24 hours in advance will be counted as a counseling sessions to be provided to Eligible Employee under this Agreement or as an additional counseling session charged to the Eligible Employee if the basic service number is exceeded. The Basic Services that are not utilized during the one-year Term are forfeited without refund and do not carry over into the next one-year Term unless TRIAD, in its sole discretion, makes a written exception to this rule.

B. **Financial Assistance.** Eligible employees can access a toll-free Information Line -- Financial counselors address questions on matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, and bankruptcy prevention. Certified Consumer Credit Counselors will provide hour-long confidential counseling sessions.

C. **Legal Assistance.** The legal assistance benefit allows Eligible Employees consultation for any legal issue, with the exception of those involving disputes or actions between an

employee/dependent and their employer or TRIAD. The legal consultant will provide connection to an attorney in the user's state for a free 30-minute consultation and/or refer the client to a local attorney for a free 30-minute consultation. If additional assistance is desired, clients are entitled to 25% off of the attorney's normal and customary fees. Certain legal issues are excluded from the 25% discounted rate. Excluded from the free consultation and other legal work is any matter in which the adverse party is a party or Employer under this Agreement, an affiliate, parent company or subsidiary of any party of Employer under this Agreement, or an Eligible Employee or Immediate Family of an Eligible Employee under this Agreement.

D. **Integrated ID Recovery**—30 minute consultation with a skilled ID Theft resolution Specialist who provides the caller with the tools to implement a resolution action plan. Includes 25% fee reduction for individuals who choose to purchase the Enhanced ID Recovery

E. **Advantage Complete Work / Life Services.** TRIAD will provide employees and their qualified dependents Child Dependent Care, Adult Dependent Care Services, and other work/life services. Includes telephonic access to care consultants, follow-up information and educational materials that match the needs of the client. Access to Work / Life's online Child Dependent Care and Adult/Elder Dependent Care Services via a password-protected web-site

F. **Supervisory Referral Sessions** include up to three (3) hours per Referral including consultation with the Employer &/or supervisor, one session with the employee, and reporting back as appropriate to the Employer.

G. **Training Programs.** TRIAD shall present six (6) free supervisory training programs-- "Recognize & Assist the Troubled Employee."

H. **Conflict Resolution Counseling.** Conflict Resolution Counseling shall mean a group session for two or more Eligible Employees referred to EAP by Employer for the purposes of addressing issues causing conflict in the workplace. Three (3) Conflict Resolution Counseling sessions will be provided by TRIAD to Employer each one-year Term (1 counselor for up to 3 hours per session).

I. **Critical Incident Counseling.** Critical Incident Counseling shall mean an on-site group session for Eligible Employee counseling purposes following a critical or traumatic incident that affects workplace productivity or has an impact on the Eligible Employees' ability to cope or function in the work place. TRIAD shall make available to Employer three (3) critical incident Counseling sessions each one-year Term (1 counselor for up to 3 hours per session).

J. **Management / Human Resource Consultation Sessions.** TRIAD offers access to our management and human resource experts. A "session" is up to one hour in length by phone or in person. Five (5) sessions are available to Employer each one-year term.

K. **Benefits orientations / health fair attendance.** TRIAD will provide up to twenty-four (24) hours per year of time in orientations and educational sessions for Q&A at no charge.

### III. Charges for Additional Services.

a. **Additional Counseling Sessions.** Additional Counseling Sessions may be provided at a cost of \$75.00 per session, up to 50 minutes. Additional Supervisory Referral counseling is provided at a cost of \$75 per hour.

b. **Additional Training Programs.** Additional one-hour work-site training programs will be provided at a charge to Employer of \$125 plus material costs and travel costs for work-sites outside Mesa County, Colorado, or as otherwise agreed to in writing prior to the program presentation.

- c. **Additional Conflict Resolution Sessions.** Additional Conflict Resolution Sessions for 2 or more employees will be provided to Employer at the rate of \$95 per one-hour session. Individual counseling provided as part of a Conflict Resolution intervention are \$75 / hour.
- d. **Additional Critical Incident Counseling Sessions.** Additional Critical Incident Counseling Sessions will be provided to Employer at the rate of \$95 per hour.
- e. **Substance Abuse Assessments.** Every substance abuse assessment consists of evaluation, initial recommendation & report, follow-up tracking, follow-up evaluation & report, and travel time for the Substance Abuse counselor. Substance abuse assessments will be provided to Employer at the rate of \$125 per assessment.
- f. **Organizational development assessment and services.** The initial consultation is no charge. Any additional organizational development services including needs assessment, research, interviews, group session(s), and report preparation provided to Employer at the rate of \$45 per hour.
- g. **Substance Abuse Assessment.** Performed by a Substance Abuse Professional to satisfy Department of Transportation requirements are provided at a cost to Employer of \$325 per assessment.
- h. **Fitness for Duty Evaluations.** TRIAD will coordinate Fitness for Duty evaluations with qualified mental health professionals. The fees for those services vary from case to case. The hourly rate depends on the complexity of the case and the level of expertise required to adequately perform the services.

## Exhibit B

### **Essential Seminar – Free of Charge for up to 6 sessions / year**

- **Recognize and Assist the Troubled Employee** *Recognize when a coworker could benefit from the EAP. Identify when an employee may need help, and how to effectively approach him or her. An essential workshop for supervisors.*

**Management Training Seminars & Facilitation Sessions.** Rates are \$125 / hour plus applicable materials & travel fees.

- **Stress Resiliency** *Identify your stress triggers and situations. Develop your personal stress resiliency strategy*
- **Money Management:** *Money can cause stress & relationship strife. How will you fund retirement, your kid's education, a vacation? Strategies for financial freedom*
- **Your Back is Always Working** *A practical and interactive guide to a healthy back.*
- **Preventing & Addressing Sexual Harassment** *Learn to identify sexual harassment at work; what to do if it happens to you or someone reports it to you.*
- **Managing Burnout** *Are your employees exhausted and unhappy? Is your energy sapped at the end of the day? Identify employees bound for burnout. Protect yourself from energy 'vampires'*
- **Wills & Trusts** *Avoid lengthy court proceedings and ways to be sure that your family will be provided for in case of the unexpected*
- **Goals & Objectives** *Master the art of setting goals that will help control your destiny. Learn the M.A.R.C. of an effective goal.*
- **Conflict Resolution** *Conflict is inevitable, but it can be managed wisely. Learn to choose the conflict style that best suits the situation.*
- **Personal Assessment: Know Thyself** *Identify habits that influence how you & others you work with communicate, solve problems, and make decisions.*
- **Emotional Intelligence** *Are you held captive by your emotions? Do you react or do you respond to situations at work? Learn to achieve relationship success at work*
- **Supervisory training, retraining, and/or refresher training:** *how to recognize signs and symptoms of alcohol and drugs, which covers the physical, behavioral, speech, and performance indicators of probable alcohol misuse and the use of controlled substances.*