CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Jason Pugh, Human Resources Director

Date: March 25, 2013

Subject: Singing River Services – Life Care Plus Program (EAP) Contract

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REQUEST:
The Human Resources Division requests City Council approval to renew the contracted services of the Life Care Plus Program (EAP) between Singing River Services and City of Gautier.

BACKGROUND:
The EAP Contract was first approved on April 6, 2004 by City Council and has been part of the City of Gautier's Wellness Benefit Program for employees and their families. During 2012 we had approximately five (5) employees who inquired and/or utilized at least one (1) of the services provided in the contract and expect that more employees will need these services for 2013 – 2014 due to an increase of major life changes and events.

DISCUSSION:
The Life Care Plus Program (EAP) essentially provides our employees and/or their families with short-term counseling services. This program is designed to assist us in managing and resolving employee problems such as:

- Poor Job Performance
- Absenteeism- Employees missing work because they must address a life issue they are experiencing.
- On-the-job accidents
- Employee/Employer Relations
- Presenteeism- Employees show up to work but are distracted by a life issue they are going through and can also be distracting to others.
- Psychological Evaluations (Fitness for Duty)
- 24/7 Emergency Crisis Services
- Substance Abuse/Chemical Dependency
- Mental Health Treatment
- Face-to-Face Counseling Sessions (6 sessions)

RECOMMENDATION:
The Human Resources Department recommends that City Council approve the attached order authorizing the services of the Life Care Plus Program or EAP contract.

ATTACHMENT(S):
EAP Contract for 2013 - 2014

SINGING RIVER SERVICES

3407 Shamrock Court
Gautier, MS 39553

Phone (228) 497-0690

Fax (228) 497-0794

Satellites:

57 Industrial Park Road
Lucedale, MS 39452
(601) 947-4274
Fax (601) 947-4275

Substance Abuse:

Stevens Center
4905 Telephone Road
Pascagoula, MS 39567
(228) 769-1280
Fax (228) 696-9119

McClamroch Center
2602 Criswell Street
Pascagoula, MS 39567
(228) 769-8054

Developmental Disabilities:

Singing River Industries
2900 N. Dolphin Dr.
Gautier, MS 39553
(228) 497-9468
Fax (228) 497-9471

Georco Industries
101-B Industrial Park Road
Lucedale, MS 39452
(601) 947-4855
Fax (601) 947-4225

Clubhouses:

Outreach Clubhouse
1916 Ladnier Rd.
Gautier, MS 39553
(228) 497-6940
Fax (228) 497-6856

Center for Encouragement
94 Cowart Street
Lucedale, MS 39452
(601) 947-7110
Fax (601) 947-8812

Group Homes:

D.D. Group Home
Eddie DiSanti
3850 Dolphin Drive
Gautier, MS 39553
(228) 522-0505
Fax (228) 522-0505

Children's Services
4507 McArthur Street
Pascagoula, MS 39567
(228) 696-0030
Fax (228) 712-2783

Ocean Springs Office
15808 Lemoyne Blvd.
Biloxi, MS 39532
(228) 392-7442
Fax (228) 392-7561

Emergency Services:

(228) 497-0690

March 21, 2013

City of Gautier
3330 Highway 90
Gautier, MS 39553

Dear Ms. Green:

Enclosed is the EAP contract for Singing River Services and City of Gautier. The contract is for the period April 14, 2013 to April 14, 2014. After reviewing, if there are no questions, please sign and return to us at your convenience.

If you have any questions, please contact me at (228) 497-0428 or by email at bfenech@singingriverservices.org.

Sincerely:

Beth Fenech, M.S.CMHT. CAT

Beth Fenech, M.S, CMHT, CAT
Clinical Director

Cc: Dr. Sherman F. Blackwell, II

City of Gautier
City Hall
MAR 25 2013
Received by

PROPOSAL

FOR

LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the 14TH day of APRIL, 2013 between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as "the Subscriber" in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the "Life Care Plus Program" or "EAP") designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately 130 employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber's intention is to make available to its employees, their dependents and/or family members (collectively "Beneficiaries") who are participating in, or, who are eligible to participate in the Subscriber's self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER'S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services ("EAP Services") from April 14, 2013 to April 14, 2014 (the "Contract Period") for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an "emergency help line" telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.

2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.

3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber's insurance program subject to the following limitations:

a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).

b. A legal DUI assessment fee of $100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.

c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

d. Room and board will be provided at The Stevens Center only. A Deductible of $250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.

e. A deductible of $100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.

f. Clinical visits are not to exceed six (6) visits per client.

4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.

2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.

3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.

4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber personnel manager or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.

2. Quarterly reports regarding employee usage will be submitted to

VENEICE A. BARNETT, HR GENERALIST.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.

2. To pay the Provider $3500.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contact.

3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.

2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.

3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.

4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:

   a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.

   b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.

   c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees, expenses and court costs (including, without limitation, all such fees, cost, and expenses incident to appeals), incurred in that action or

proceeding, in addition to any other relief to which such party may be entitled.

5. Hold Harmless: The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.

6. The Subscriber shall hold harmless and indemnify the Provider from any claims losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from decisions or directives of the Subscriber's gross negligence or willful misconduct in administering its management and coordinating responsibilities of the program.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the_____ day of _____, 2013.

SINGING RIVER SERVICES BY: _____

Sherman F. Blackwell, II
Executive Director

Tax ID Number 640 650 708

CITY OF GAUTIER: BY: _____

City Manager's Signature