

**RESOLUTION NO. \_\_:2019**

**WHEREAS**, the City of Morehead, Kentucky Board of City Council (hereinafter referred to as "CITY"), desires to enter into a Master Contract with St. Claire Regional Medical Center a/k/a St. Claire Healthcare for Employee Assistance Program Services;

**WHEREAS**, the City has reviewed the Agreement, a copy of which is attached hereto;

**NOW, THEREFORE, BE IT RESOLVED** by the City of Morehead, Kentucky Board of City Council that the Master Contract between St. Claire Regional Medical Center a/k/a St. Claire Healthcare and the City of Morehead is approved as written and Mayor White-Brown shall have the authority to execute said Agreement on the City's behalf.

Passed and adopted by the City Council of the City of Morehead this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Laura White-Brown, Mayor

ATTEST:

\_\_\_\_\_  
Crissy Cunningham, City Clerk

## **MASTER CONTRACT**

This agreement is entered into this 1<sup>st</sup> day of July, 2019, by and between the City of Morehead, Kentucky (hereinafter referred to as "City") and St. Claire Regional Medical Center a/k/a St. Claire Healthcare and St. Claire Counseling (hereinafter referred to as the "EAP Provider").

### **WITNESSETH:**

WHEREAS, EAP Provider is offering development and maintenance of Employee Assistance Programs (EAPs) for business and industry;

WHEREAS, the City wishes to contract for EAP services;

NOW, THEREFORE, the parties hereto agree to the following as a full statement of their respective responsibilities in connection with the full implementation and maintenance of an EAP program during the term of the contract.

**PROGRAM PARTICIPANTS** (hereinafter referred to as "Employee/Client"):

1. All full-time or part-time employees of the City
2. Any family member of a city employee eligible for coverage by the city's health insurance
3. Members of the Morehead Fire Department

### **LOCATION OF SERVICES:**

1. **ASSESSMENT:** All assessment services will be provided at the offices of St. Claire Counseling, 445 Clinic Drive, Morehead, Kentucky, except that services may be provided by phone. Assessment services will be counted as one of the five sessions, provided that assessments involving more than one hour may be charged as more than one of the prepaid sessions. Services do not include legal advice and/or representation with regard to legal problems.
2. **CLINICAL SERVICES:** All clinical services will be provided at the offices of St. Claire Counseling, 445 Clinic Drive, Morehead, Kentucky, except that consultative services may be provided by phone. Employee assistance services include individual and family assessment, referral, counseling and follow-up services for employees, spouses, and their dependents for problems such as marital/family relations, financial and/or legal problems, emotional difficulties, and problems caused by alcohol and/or drug misuse, as appropriate. Activity will be directed toward assessment, short-term counseling, and, when necessary, referral of client to community resources in such a manner as to maximize client's ability to address and resolve his/her problems.
3. **TRAINING:** All training will be provided at City facilities.

## **SCOPE OF SERVICES:**

1. **EMPLOYEE ORIENTATION:** St. Claire Counseling will provide one employee orientation in-service to the EAP program at City facilities at the beginning of the initial contract year. One orientation program can be scheduled annually and-subject to the terms of future contracts.
2. **ASSESSMENT:**
  - A. Each employee or eligible family member referred (either by self or by a supervisor) will be given an assessment within seventy-two (72) hours of the initial contact, excluding weekend days, holidays, and times when the office is closed.
  - B. EAP Provider will provide a referral to the least restrictive treatment, appropriate to the problem presented.
  - C. In the case of referral to a treatment provider other than St. Claire Counseling, the EAP Manager will contact the employee or eligible family member by phone to review progress and to determine satisfaction with services. Contact will be maintained throughout the course of treatment.
3. **TREATMENT SERVICES:**
  - A. EAP Provider will provide a total of up to five (5) treatment sessions to each employee/client, per problem, per calendar year. Treatment services may be arranged only through the EAP Manager. A session is considered a 45-50 minute, face-to-face visit.
  - B. The primary charges for the five sessions will be billed to the employee/client's health insurance carrier. The City will assume responsibility for the normal co-pay amount for those five sessions. In addition, the City will assume responsibility for services carried out at St. Claire Counseling which may be deemed necessary for the assessment and/or treatment of the employee/client which are not covered by the employee/client's health insurance benefits, at a rate of \$65.00 per hour, with a maximum of five hours per employee/client, per problem, per calendar year.
  - C. Charges for additional therapy sessions and/or other services will be the responsibility of the employee/client and may be defrayed by continued billing to the employee/client's health insurance program. EAP Provider shall inform the employee/client of his/her financial responsibility.
4. **TRAINING AND CONSULTATION:**

- A. EAP Provider may provide training programs on subject areas as determined by the EAP Manager and the City.
- B. The training will be conducted at City facilities, with dates and times of training programs to be agreed to by the City and EAP Manager.
- C. Each training program will be individually planned; i.e., one program may be in the form of a luncheon meeting with open invitation for all employees, one program may be for supervisors only, etc.

## **GENERAL PROVISIONS:**

### **1. EAP PERSONNEL:**

- A. All participating EAP Provider staff are credentialed by the Commonwealth of Kentucky to provide mental health services. They are clinicians with advanced degrees of at least a master's level with special clinical training.
- B. Clinical services are provided by St. Claire Counseling staff or qualified mental health professionals under contract; services under contract must meet the conditions specified by this Agreement.

### **2. PROGRAM PROMOTION:** EAP Provider will provide material concerning the EAP for distribution by the City.

### **3. EMERGENCY COVERAGE:** EAP Provider will provide crisis-intervention for employees/clients 24 hours a day, seven days per week, 365 days per year, either through direct contact with a staff member or through referral to the St. Claire Medical Center Mental Health Unit Crisis Line (606-783-6662).

### **4. PSYCHOLOGICAL EVALUATION:** EAP Provider will provide psychological evaluation and psychological testing under the treatment when the therapist and the psychologist deem it necessary as part of the treatment plan.

### **5. QUALITY CONTROL:**

- A. EAP Provider will provide pre-stamped, mailable evaluation forms to all employees/clients who utilize the program to assess satisfaction with assessment and treatment services.
- B. Training programs will be evaluated by the participants.
- C. Evaluation results will be included in the annual report of the program.

- D. All clinical services are documented in confidential medical records which include psychosocial data, treatment plan, medical history, and staff notes. These records are kept in locked files. Clinical services and treatment plans are reviewed by a licensed psychiatrist and are subject to a regular peer-review process.

## **CONTRACT WARRANTIES:**

### **1. LIABILITY COVERAGE:**

- A. EAP Provider represents that services and undertakings of its employees and agents shall be performed in a manner consistent with the level of care and skill exercised under similar circumstances by other professional consultants in the Commonwealth of Kentucky, qualified to perform the services which are the subject matter of this Agreement.
- B. It is understood that EAP Provider is and shall be considered an independent contractor and that none of its employees or agents shall be regarded as employees of the City in any instance. Further, EAP Provider alone is responsible for the employment, control, and conduct of its employees. EAP Provider's relationship to the City under this Agreement shall be that of an independent contractor and nothing in this Agreement shall be construed to constitute EAP Provider or any of its employees as an agent, associate, joint venture, or partner of the City.
- C. Each party hereto shall fully indemnify the other from all loss and expenses (including reasonable attorney's fees, settlements, and judgments) and liability resulting from injury to or death of any person (including employee of either party) or loss of or damage to any property (including the property of either party, or the environment) resulting solely from the act or omissions, negligent or otherwise, of the indemnifying party or its agents, employees, subcontractors, or assigns. Further, each party agrees to indemnify the other proportion to the former's fault against all loss of expense (including reasonable attorney's fees, settlements and judgments) and liability resulting from death to or injury of any person (including any party of either party) or the environment resulting jointly from the acts or omissions, negligent or otherwise, of the indemnifying party, its agents, employees, subcontractors, and assigns and the acts or omissions, negligent or otherwise, of the party and/or any third party. However, the City does not assume responsibility for the negligent or intentional acts of the employee/client seeking treatment.
- D. EAP Provider shall maintain and carry in force at all times relevant thereto and for a similar period of one year after the expiration of this or any similar Agreement between the parties hereto, professional liability insurance with a minimum coverage of \$1,000,000 per claim/\$3,000,000 per aggregate, and a

certificate of insurance and a copy of the policy shall be furnished to the City at all relevant times.

- E. Each party to this Agreement shall maintain compliance with existing federal, state, and local laws and regulations applicable to said party. All services and facilities of either party shall be available to members without regard to race, creed, color, national origin, sex, age, religion or disability.
- F. The City agrees to designate at least one on-site EAP representative to work with EAP Provider. The primary function of the EAP representative shall be to expedite communication between the City and EAP Provider, and to assist in coordinating training, orientation, and other services.
- G. EAP Provider shall recommend one staff person for the City's approval as the EAP Manager. In the event of a personnel change, a new staff person will be recommended for approval as the new EAP Manager during this contract period.
- H. The approved EAP Manager shall conduct or be present at all training sessions; shall perform or clinically supervise assessment services; and shall provide or clinically supervise clinical services and/or referral for clinical services.

## 2. CONFIDENTIALITY:

- A. EAP Provider agrees to assure confidentiality of client communications to comply with applicable state and federal privacy and confidentiality laws. In addition, EAP Provider will not disclose any confidential information except;
  - 1. Information permitted to be disclosed pursuant to a valid written release authorizing such a disclosure signed by the client or authorized representative; or
  - 2. Information necessary to perform the Contractor's obligations under this Agreement;
  - 3. Information the Contractor is required to turn over pursuant to legal process, court order, state statute including situations of imminent danger to the client or others;
  - 4. Disclosure as is necessary incident to referring a client to another community resource, care provider or counselor, provided that the Contractor shall secure assurances of confidentiality similar to those Herein contained from said community resource care provider or counselor, to the extent required by the federal and state laws referred to above.

5. All records and information obtained from the client by the Contractor shall be considered as records of the Employee Assistance Program.

B. In addition, EAP Provider shall not, during the term of this contract or at any time thereafter, disclose to any person, firm, or organization any information concerning the business or affairs of the City, which is acquired in the course of, or incidental to, fulfilling the terms of this contract.

3. **TERM OF CONTRACT:** The term of this contract shall be twelve (12) months beginning July 1, 2019 and ending June 30, 2020. One-year renewal terms shall be automatic, unless this contract is amended or terminated as provided under the section entitled Amendments to Contract below.

#### **SCHEDULE OF PAYMENTS:**

1. EAP Provider shall invoice the City on a quarterly basis for actual treatment costs incurred in coordination with the employee/client's health insurance benefits. The City will be invoiced for cost of treatment at a rate no higher than \$65.00 per hour, less the agreed health insurance payment.
2. The City shall pay to EAP Provider \$100.00 for each two-hour training program.

#### **NON-DISCRIMINATION**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;
2. The Contractor shall take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;
3. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;
4. The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section; and

5. The Contractor shall send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

**AMENDMENT OF CONTRACT:**

1. This contract may be amended at any time by mutual agreement of the parties provided that before any amendment shall be operative, it shall be reduced to writing and signed by the City and by EAP Provider.
2. Prior to the anniversary date of the contract, which shall be July 1 of each year, the schedule of fees and services shall be amended in accordance with services needed, program utilization, and number of employees/clients.
3. Either party may terminate this contract, with or without cause, by giving the other not less than sixty (60) days written notice thereof, and no further payments will become due and owing after the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed at Morehead, Kentucky on \_\_\_\_day of\_\_\_\_\_, 2019.

CITY OF MOREHEAD

ST CLAIRE COUNSELING

\_\_\_\_\_  
Laura White-Brown                      Date  
Mayor  
City of Morehead, Kentucky

\_\_\_\_\_  
President/CEO                      Date  
St. Claire Regional Medical Center

\_\_\_\_\_  
Witness                      Date

\_\_\_\_\_  
Witness                      Date