

**TAB 10**



# City of Palmetto Agenda Item

**Meeting Date**

7/12/10

**Presenter:** Jim Freeman, City Clerk

**Department:** City Clerk/Human Resources

**Title:**

Employee Assistance Program Contract

The contract with BayCare Life, our Employee Assistance Program has expired.

We have the (EAP) Employee Assistance Program to assist employees with problems such as, but not limited to, drug and alcohol dependence, personal and family concerns, problems with co-workers, legal, financial and emotional, problems. The treatment of behavioral health is designed to provide immediate assistance to employees and dependents for treatment and counseling for any issue or situation that is affecting the employee's performance at work or affecting their personal life.

Last year, Baycare Life Management provided any employee or covered dependent seeking treatment or counseling up to six (6) visits a plan year. This will stay the same.

In addition, they provide training for our supervisors. Scheduled for Supervisorory training in the up coming months is sexual Harassment, Signs and Symptoms of Substance Abuse. If needed, up to four (4) hours of Critical Incident Stress Debriefing (CISD) services are provided each year in the annual cost. These services will not change. They were readily available and on site at Public Works this year when we lost one of our employees sudenly.

The rates will stay the same as they have been in the past. From January 2, 2009 through December 31, 2009 a total of employees utilized the EAP service.

**Alternatives:**

1. Provide no plan
2. Renew the existing Employee Assistance Program Services effective January 1, 2010 for a period of 1-year ending December 31, 2010. The EAP is based on the number of covered employees at \$1.67 per month. The amount may fluctuate as the number of employees change throughout the year. The estimated annual cost based on 2010 covered employee data would be \$2,224.44 per year or \$185.37 per month.

**Recommendation:**

Staff recommends selecting alternative number 2 with a total fixed cost not to exceed \$2,300.00. Authorize the Mayor to execute the agreements between the City of Palmetto and Behavioral Health Management Services, Inc. d/b/a Baycare Life Management for Employee Assistance Program Services. (See Attached Agreement).

**Budget Impact:**

Total fixed costs for the contract not to exceed \$2,300.00. Cost for fiscal year 2010 wall be paid as part of the benefits in insurance cost for each employee

<b>Budgeted Amount:</b>	<input type="text"/>	<b>Budget Page No(s):</b>	<input type="text"/>	<b>Available Amount:</b>	\$0.00	<b>Expenditure Amount:</b>	\$2,200.00
-------------------------	----------------------	---------------------------	----------------------	--------------------------	--------	----------------------------	------------

**Additional Budgetary Information:**

<b>Funding Source(s):</b>	<input type="text"/>	<b>Sufficient Funds Available:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Budget Amendment Required:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Source:</b>	<input type="text"/>
---------------------------	----------------------	------------------------------------	---	-----------------------------------	---	----------------	----------------------

<b>City Attorney Reviewed:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<b>Advisory Board Recommendation:</b>	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> N/A	<b>Consistent With:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="text"/>
--------------------------------	---	---------------------------------------	--	-------------------------	---	----------------------

**Potential Motion/ Direction Requested:**

**Staff Contact:**

## AGREEMENT

THIS AGREEMENT is between **BEHAVIORAL HEALTH**

**MANAGEMENT SERVICES, INC. d/b/a BAYCARE LIFE MANAGEMENT** hereinafter called "BCLM" and the **CITY OF PALMETTO** hereinafter called "**Employer**".

### R E C I T A L S:

Employer, the City of Palmetto, desires to receive Managed Behavioral Healthcare services.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the parties pursuant to the terms of this Agreement, the parties agree as follows:

1. Services to be provided. BCLM agrees to provide to Employer those health care services that are set forth in Exhibit "A" attached hereto.
2. Limitations. BCLM will not provide MRO (medical review officer) services for drug testing or care for medical emergencies. Medical emergencies will be referred to the primary care physician (PCP) or 911.
3. Fees. Employer agrees to pay BCLM for the service set forth in Exhibit "A" those fees which are set forth in Exhibit "A" attached hereto.
4. Billing. BCLM will submit monthly invoices to Employer for the services provided hereunder. Said invoices will be for services rendered during the month preceding the date of the invoice. Such invoices shall be due and payable by Employer within forty-five (45) days of receipt of the invoice. Failure of Employer to pay invoices within the 45-day period shall be the basis for BHMS to terminate this Agreement effective upon ten (10) days prior written notice.
5. Responsibilities of Employer. As a condition of BCLM's obligations to provide the services hereunder, Employer shall perform those responsibilities set forth in Exhibit "B" attached hereto.
6. Relationship of Parties. In the performance of the duties and responsibilities of each of the parties to this Agreement, it is mutually understood and agreed that the parties are at all times acting and performing as independent contractors and that neither party shall be considered the agent,

employee or joint venturer with the other party. This Agreement shall not be deemed to create any rights or remedies in persons who are not parties to this Agreement. Neither party shall have the right or authority to create any obligation, express or implied, on behalf of the other party or bind the other party in any way.

7. Insurance. BCLM has a funded self-insurance trust for professional liability claims and has comprehensive general liability insurance through an insurance carrier. Employer shall provide evidence of professional liability insurance and comprehensive general liability insurance upon request. Employer shall advise BCLM in writing at least fifteen (15) days prior to expiration, cancellation or material change in coverage of said policy.

8. Indemnification. Each party hereto shall indemnify, defend and hold harmless the other party, its officers, directors or trustees, agents or employees from and against any and all actions or causes of action, claims, demands, liabilities, losses, expenses, or damages (including reasonable attorneys' fees) which such other party or its officers, directors or trustees, agents or employees, shall or may at any time sustain or incur by reason or in consequence of the indemnifying party's or its agents', or employees' negligence, malpractice, and/or act or omissions to act, to the extent permitted by law as they may pertain to the fulfillment of this Agreement. Nothing contained herein is intended nor shall be construed to waive Employer's rights and immunities pursuant to Section 768.28, Florida Statutes, nor to subject Employer to any claims, whether tortious, contractual or otherwise in excess.

9. Access to Books and Records. Each party, upon reasonable notice and at reasonable time, shall have the right to inspect and review such records of the other party which are directly related to each party's performance of the terms of this Agreement.

A. For the purpose of implementing Section 1861 (V) (I) (I) of the Social Security Act, as amended, and any written regulations thereto, the Parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement.

B. Until the expiration of five (5) years after the furnishing of such services pursuant to such contract, the Parties shall make available, upon written request to the secretary of HHS, or upon request to the Comptroller General of the United States or any of their duly authorized representatives, the contract and books, documents and records of the Parties that are necessary to certify the nature and extent of such costs.

C. If services are to be provided by subcontract with a related organization, BCLM and Provider will require by contract that the subcontractor make available to HHS, CMS and GAO, or their authorized representative, or the authorized representative of Center, all contracts, books, documents, and records relating to the nature and extent of the costs thereunder for a period of five (5) years after the furnishing of services thereunder.

D. The Parties agree that: (i) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination; and (ii) this provision supersedes any oral or written contract agreement now existing or hereafter entered into between the Parties or persons acting on their behalf.

E. The Parties agree they will notify each other in writing within ten (10) days upon receipt of a request for access to their records.

10. Confidentiality. The parties agree to maintain the privacy of all persons served, and furthermore agrees to abide with HIPAA, CARF, ACHA, CMS and all other state and federal guidelines. The parties agree to maintain in strict confidentiality the contents of Exhibit "A" and agree not to disclose said contents to any third party except pursuant to a valid court order or when disclosure of the contents of Exhibit "A" is required by a governmental agency.

Program records are the property of BCLM and will not be released without employee consent or upon the issuance of a court order. Records will be maintained for six (6) years.

11. Term of Agreement. This Amended Agreement is for a period of one (1) year beginning the 1<sup>st</sup> day of January 2010 and ending the 31<sup>st</sup> day of December 2010.

12. Termination of Agreement.

A. This Agreement may be terminated at any time upon thirty-(30) days prior written notice by either party.

B. This Agreement may be terminated upon ten (10) days prior written notice: (i) BCLM does not receive payment of its invoices forty-five (45) days after Employer's receipt of said invoices; (ii) in the event governmental regulations require a modification of any material terms of the Agreement.

13. Effect of Termination. This Agreement will be of no further force or effect as of the date of termination except that:

A. Employer will remain financially responsible for the services provided by BCLM up to the date of termination.

B. Each party will remain responsible for any obligations or liabilities arising from activities carried on by such party or its agents or employees during the period the Agreement is in effect. Each party will retain the right to seek any redress available under law for any loss or injury caused by the other party as a result of the other party's breach of its obligations under this Agreement.

C. The parties shall cooperate to promptly resolve any outstanding financial or administrative issues upon the termination of this Agreement.

14. Similar Arrangements. Employer agrees that if arrangements are made for the services referred to in Exhibit "B" with another health care entity, BCLM will be notified in writing of the existence of such an arrangement within ten (10) days of the date Employer enters into such an arrangement.

15. Disputes. If a party has a dispute with respect to the performance of the terms of this Agreement, said party shall set forward in writing the concern and submit it to the other party for resolution. The parties shall make a good-faith attempt to resolve such dispute before instituting litigation to enforce the terms of this Agreement.

16. Assignment. Neither party may assign this Agreement or the rights created or granted herein without the prior consent of the other party.

17. Waiver of Breach. Waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of the same or different provision.

18. Severability. In the event that a provision of the Agreement is rendered invalid or unenforceable, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

19. Entire Agreement. This Agreement, its Exhibits, and any documents incorporated by reference constitute the entire Agreement between the parties. It supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be an original, but all of which together shall comprise one and the same instrument.

21. Attorney's Fees. If either party institutes any legal action to enforce the provisions of the Agreement, the prevailing party shall recover all of its costs, including attorney's fees on the trial and appellate level from the non-prevailing party.

22. Impossibility of Performance. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing its obligations for reasons beyond its control, including without limitations, acts of God or of the public enemy, flood or storm, strikes, or statute, rule or action of any Federal, State or local government or agency.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all applicable federal laws. Venue shall lie in Manatee County, Florida.

24. Special Clauses. Not Applicable.

25. Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing, sent by certified mail, return receipt requested, postage prepaid to

Employer at the City of Palmetto, 516 8<sup>th</sup> Avenue West, Palmetto, Florida 34220 Attention: Sharon Jones or to BCLM at 300 Pinellas Street, M.S.137, Clearwater, Florida 33756, Attention: Seamus Allman.

**IN WITNESS WHEREOF**, the parties here to have executed this agreement below on the dates next to their signatures.

In the Presence of:

BEHAVIORAL HEALTH MANAGEMENT  
SERVICES, INC./ BAYCARE LIFE MANAGEMENT

\_\_\_\_\_

By: \_\_\_\_\_

Seamus Allman, Manager, EAP / Managed Care

\_\_\_\_\_

Date: \_\_\_\_\_

As to "BCLM"

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

As to "Employer"



## **Exhibit A**

BayCare Life Management will provide a comprehensive Managed Behavioral Healthcare Program for City of Palmetto employees and their benefit covered dependents.

### **SERVICES & FEES**

- Benefit Analysis /Design Development
- Gatekeeper System
- Flexible quality preferred provider network
- 24 hour emergency intervention
- Outpatient case management / utilization review
- Inpatient case Management / utilization review
- Claim coding for payment
- Coordination of payment with third party administrator
- Monitor complaints and grievances
- Provide first level appeal decision reviews
- Integration with the EAP
- Centralized management and Quality Assurance
- Custom designed to meet City of Palmetto's unique needs

City of Palmetto will pay BayCare Life Management \$.60 per covered life per month. The actual number of covered lives will be adjusted monthly.

## **EXHIBIT B**

### RESPONSIBILITIES OF EMPLOYER

- A. It shall be the City of Palmetto's responsibility to ensure that all of the following are completed in relation to the services provided by BayCare Life Management pursuant to this agreement.
1. The City of Palmetto shall ensure that they provide adequate on-site facilities that are deemed necessary by both parties in order to provide services on Exhibit A.
  2. The City of Palmetto shall provide access to employees in order to promote participation in the programs and services offered.
  3. The City of Palmetto shall make available any vehicles of communication to be reasonably used by BCLM to promote the services.
  4. The City of Palmetto shall designate an employee to be BCLM's liaison.