

**AGENDA ITEM 28**

Discuss and take appropriate action concerning awarding contract for Employee Assistance Program (EAP) Services for FY 2000/2001.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve awarding contract for Employee Assistance Program (EAP) Services for FY 2000/2001 to Central Texas Mental Health Associates, LLC.

Vote: Motion carried 4 – 0 with Commissioner Boatright absent from the dais.

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**AGREEMENT FOR EMPLOYEE  
ASSISTANCE PROGRAM (EAP) SERVICES**

This agreement is made this 1 day of October, 2000, by and between Central Texas Mental Health Associates, L.L.C. having its office at 903 Forest St., Georgetown, Texas 78626, (hereinafter PROVIDER) and Williamson County

with its principal offices located at Georgetown, TX (hereinafter CLIENT), for PROVIDER to provide Employee Assistance Program (EAP) Services to CLIENT under the following terms and conditions:

**I. DESCRIPTION OF SERVICES**

PROVIDER shall provide CLIENT with the following EAP services for the benefit of CLIENT's employees (PARTICIPANTS) and their dependents:

**A. Provider agrees to offer the following CLINICAL SERVICES:**

1. Upon request, to employees and their dependents, up to six (6) sessions of EAP services per year for the purpose of problem assessment, crisis intervention, planned short-term psychotherapy, and/or appropriate referrals to available resources. EAP sessions are defined as in-person, counseling sessions of up to 50 minutes and phone contacts over 15 minutes in duration. Psychotherapy services include individual, marital and family counseling and may address the following issues: depression, anxiety, adjustment issues, grief, stress, work-related concerns and relationship issues. The overall course of treatment and number of therapy sessions within the EAP will be guided by the professional's clinical assessment of medical necessity, diagnosis and areas of concern. An employee and his/her dependents may access these services over the course of the year and new presenting issues may warrant a separate course of treatment. Eligible dependents are those identified by the criterion as set forth in the Williamson County Medical Benefits Plan.

2. Provide opportunity for face to face counseling to employees seeking assistance within 5 working days unless it is an emergency. If it is an emergency, employees requesting services shall be seen within 24 hours.

3. Maintain 24 hour emergency coverage 7 days a week, 365 days a year. Staff who are on call will be available by pager and will respond to emergencies as soon as possible.

4. Provide administrative and clinical support to insure effective oversight of the following: telephone intake, clinical documentation, clinical supervision, appointment confirmation, case management and advocacy, and annual and quarterly statistical reporting.

**B. PROVIDER agrees to provide the following CRITICAL INCIDENT STRESS MANAGEMENT SERVICES based on the Jeff Mitchell Model:**

1. Clinical consultation upon request to command/supervisors regarding development and implementation of comprehensive CISM program.

2. Upon request, function as a member/consultant of Critical Incident Response Team and participate in disaster planning and management.

3. One-on-one CISM sessions available 24 hrs. a day. CISM sessions will be considered individual EAP sessions as described above.

4. Supervise and consult with peer-driven defusing teams. Provide mental health provider for defusings and debriefings when available and/or needed.

5. Maintain membership and relationship with Central Texas Critical Incident Stress Management Team.

C. PROVIDER agrees to offer up to 16 hours of TRAINING AND ORGANIZATIONAL SERVICES during the term of the contract to be used at times and places mutually agreed upon by PROVIDER and CLIENT for the following purposes:

1. Manager/employee orientation sessions.
2. Manager/employee training sessions on topics mutually agreed upon by PROVIDER and CLIENT.
3. Meet with Benefits Manager upon request to improve quality of mental health/wellness services and reduce or contain costs.
4. Consult with management and Human Resources departments upon request to bring EAP expertise and resources to their efforts.
5. Brown bag seminars and other informal training programs as requested.
6. Literature for benefits (i.e.: brochures, posters) as requested. All materials will be subject to CLIENT's approval prior to distribution.

D. PROVIDER agrees to offer 4 Situation Assessment Team quarterly meetings at times and places mutually agreed upon by PROVIDER and CLIENT.

E. PROVIDER agrees to disseminate, process and report client satisfaction surveys for direct service clients and managers. Such surveys will assess the effectiveness of EAP services, solicit suggestions for improvement and be designed to protect the confidentiality of PARTICIPANTS. Results of the surveys will be reported annually.

## II. FEES

A. CLIENT shall pay PROVIDER a fee of \$2.70 per employee per month on the 15th day of each month for the duration of this contract. CLIENT agrees to report the number of employees to be covered on a quarterly basis (e.g.: January, April, July, and October) on the 1st day of each new quarter. The number given shall be defined as all employees eligible to receive EAP services.

B. Additional organizational services over the agreed upon 16 hours will be billed at a rate of \$125 per hour plus any applicable costs for materials. Such additional services will be billed by invoice to CLIENT the month following said service.

## III. STAFF

Kelly Olmstead, Ph.D. will serve as the principle representative for this contract. Additional staff and contracted counselors will meet the following requirements: 1.) at least a Master's degree in an accredited program of psychology, social work or related mental health field; 2) be in possession of a current and valid professional license or certification in their discipline; 3) be in good standing with their professional organization; 4) maintain professional liability insurance as described below; 5) sign a contract to fulfill the obligations and provisions of PROVIDER as set forth in this agreement; and 6) at least 5 years of related experience.

#### IV. CONFIDENTIALITY

A. Except as required in the performance of this Agreement, specifically allowed by the terms of this Agreement, required by law or consented to by CLIENT or PARTICIPANTS, PROVIDER shall keep confidential, not disclose to any third party, and not use any information or data acquired pursuant to this Agreement and relating in any manner to or disclosed by the CLIENT or any PARTICIPANT. PROVIDER shall impose this confidentiality requirement on its EAP staff. Provided, however that nothing shall prohibit PROVIDER from disclosing or using any information or data which is publicly available or which PROVIDER acquired prior to its signing of this Agreement.

B. Except as required in the performance of this Agreement, specifically allowed by the terms of this Agreement, required by law or consented to by CLIENT or PARTICIPANTS, PROVIDER shall keep confidential, not disclose to any third party, and not use any information or data acquired pursuant to this Agreement and relating in any manner to or disclosed by the PROVIDER or any PARTICIPANT. CLIENT shall impose this confidentiality requirement on its staff. Provided, however that nothing shall prohibit CLIENT from disclosing or using any information or data which is publicly available or which CLIENT acquired prior to its signing of this Agreement.

C. CLIENT agrees that all PARTICIPANT records pertaining to the provision of services under this Agreement shall be and shall remain the property of PROVIDER. Such records shall be made available to CLIENT only upon receipt of a signed, written consent for release of information from PARTICIPANT explicitly stating the nature and scope of information to be released and the person to whom information will be released. Confidential medical information shall be released only in accordance with applicable law.

#### V. INDEPENDENT RELATIONSHIP

No provision of this agreement is intended to create any relationship between PROVIDER and CLIENT which is anything other than that of independent contractors. Accordingly no party to this Agreement or employee, agent or representative of such party shall be considered to be the employer, employee, agent or representative of another such party. Neither party is authorized to make any commitment or incur any charge or expense in the name of the other party. No party to this Agreement shall be liable for any third-party claim or demand on account of damages arising out of, or in any manner connected with, any third-party claims arising as a result of another such party's performance or failure to perform under this Agreement.

#### VI. REPRESENTATIVES AND NOTICE

Until notified by CLIENT in writing, PROVIDER shall direct all communications relating to this Agreement to the following address:

Williamson County  
Payroll & Benefits Department  
710 S. Main Street, Suite 304  
Georgetown TX 78626  
Attn: Lisa R. Zirkle

Until notified by PROVIDER in writing, CLIENT shall direct all communications relating to this Agreement to the following address:

Kelly M. Olmstead, Ph.D.,  
 Central Texas Mental Health Associates  
 903 Forest St.  
 Georgetown, Texas 78626

## VII. TERM

A. The EAP Services under this agreement shall become effective on October 1, 2000 and the obligations hereunder shall continue, unless sooner terminated pursuant to the terms of this Agreement, for a period of one year and shall be automatically renewable for additional one year terms.

B. Contract renewal shall be negotiated at least 60 days prior to the expiration of the effective date of this agreement.

## VIII. TERMINATION

A. This Agreement may be terminated by either party upon material breach by the other party upon providing thirty (30) days written notice of such breach. The notice of material breach shall set forth in detail the act or omission giving rise to a breach of this Agreement and shall specify in detail what is reasonably expected of the breaching party in order to cure such breach. For purposes of this Agreement, a material breach shall be defined as the failure of either party to comply strictly with the substantive terms and conditions set forth in this Agreement. If the breach is not cured as specified, the date of termination will be the thirty-first day following the date such notice is mailed, certified mail, to the other party.

B. This Agreement may be terminated by either party without cause by providing the other party with at least sixty (60) days advance written notice of termination. The date of termination will be the sixty-first day following the date such notice is mailed, certified mail, to the other party.

C. The obligations of PROVIDER to provide services to PARTICIPANTS under this Agreement shall cease at the time the termination of this Agreement becomes effective or this Agreement expires by its terms, provided that, the termination of this Agreement shall not eliminate or otherwise affect the obligations of CLIENT and PROVIDER regarding Confidentiality, Payment, Indemnification and Record Retention.

## IX. INDEMNIFICATION

The parties mutually agree to defend, indemnify and hold harmless each other and their respective associated agents, facilities, and subsidiaries, including their respective officers, directors, agents and employees, from any claim, demand, damages, loss, action, suit or judgments arising out of, or relating to, such party's respective obligations hereunder.

## X. INSURANCE

A. PROVIDER staff shall carry and maintain appropriate professional liability insurance and comprehensive general liability insurance for the duration of this contract and will furnish certificates of insurance as evidence thereof.

B. CLIENT shall maintain general and comprehensive insurance, fire, casualty, hazard and other insurance coverages, or reserves, sufficient to provide coverage for CLIENT's obligations under this Agreement.

C. In the event that any claim, demand or suit or any other action is made or brought by any person, firm, corporation, or other entity against PROVIDER, PROVIDER shall give written notice to CLIENT within (15) working days after being notified of such claim, demand, suit or action. Such notice shall state the date and hour of notification of the person, firm, corporation, or other entity making such claim or that instituted or threatened to institute any type of action or

proceeding, the basis of such claim, action or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by certified mail.

#### XI. NON-DISCRIMINATION

CLIENT shall refer for services and PROVIDER shall provide services for PARTICIPANTS without regard to their race, color, gender, national origin, or disability. Provided, however, that PROVIDER shall not be expected to provide services which are beyond their skills, training or experience of PROVIDER's EAP staff.

#### XII. MISCELLANEOUS

A. PROVIDER agrees that it shall be in compliance with all laws, statutes, and other governmental provisions prevailing during the term of this agreement.

B. In the event that performance by PROVIDER of its obligations under the terms of this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond its control, PROVIDER shall be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

C. Neither this Agreement nor any rights or obligations hereunder except where specified by this Agreement may be assigned, transferred or otherwise conveyed by any party without the prior mutual written consent of the other party.

D. No waiver of any provision or of the breach of any provision of this Agreement shall operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision of this Agreement.

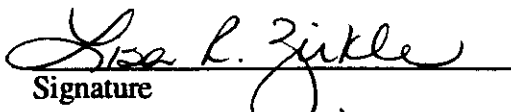
E. The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other such term or provision.

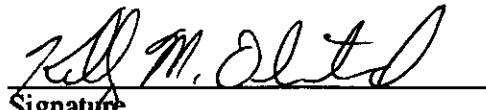
F. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

G. This Agreement is the entire agreement of the parties with respect to EAP services and supersedes any oral or written proposals or agreements made before or contemporaneous to this Agreement. Any change(s) to this contract shall be in writing in the form of an amendment mutually agreed upon and duly executed by Officers of the PROVIDER and CLIENT. The changes must be evidenced by an executed amendment. Changes will be implemented within 30 days of receipt of an executed amendment.

Williamson County

Central Texas Mental Health Associates, L.L.C.

  
Signature  
Lisa R. Zirkle, Director of  
Name and Title Payroll & Benefits  
10/3/2000  
Date

  
Signature  
Kelly M. Olmstead, President  
Name and Title  
9/18/00  
Date

**AGENDA ITEM 29**

Discuss and take appropriate action concerning awarding contract for third party administrator services for FY 2000-2001.

No action was taken on this item which will be added to the agenda of October 10, 2000.

**AGENDA ITEM 30**

Discuss and take appropriate action concerning awarding contract for broker/consultant services in association with 3<sup>rd</sup> party administrative services for 2000/2001.

No action was taken on this item which will be added to the agenda of October 10, 2000.

**AGENDA ITEM 31**

Consider approving proclamation for month of October as Breast Cancer Awareness Month and October 6, 2000 as Breast Cancer Awareness Day in Williamson County.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve proclamation for month of October as Breast Cancer Awareness Month and October 6, 2000 as Breast Cancer Awareness Day in Williamson County.

Vote: Motion carried 5 – 0

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