

RESOLUTION NO. 13-001

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the Mayor is authorized to execute on behalf of the City the attached agreement with Decatur Morgan West as part of the City's EAP, effective October 1, 2012 through September 30, 2013.

Adopted this 7th day of January 2013.

**City of Decatur
and
Decatur Morgan West**

AGREEMENT

This Agreement is entered into October 1, 2012 between
City of Decatur and Decatur Morgan West

TERM

This Agreement shall be effective for twelve (12) months
ending September 30, 2013.

TERMINATION

Either party may terminate this Agreement by giving to the other
not less than sixty (60) days written notice stating the intent to terminate.

AMENDED

This Agreement 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 of Decatur and Decatur Morgan
West.

OBLIGATIONS OF PARTIES

Decatur Morgan West agrees to the following.

1. **EMPLOYEE COUNSELING:** Decatur Morgan West will provide the City of Decatur a professional treatment team, including licensed professional counselors, social workers, psychiatrists, and certified addictions counselors. Assessment includes problems with alcoholism, drug abuse, parent-child relationships, marriage and family relationships, job performance, finances, stress, depression, and other emotional concerns.
2. **PROGRAM REFERRAL:** Employees and dependents of the City of Decatur may either self-refer or be referred formally by a supervisor for a job performance problem. Decatur Morgan West, upon assessment and initial treatment planning, will make appropriate referral based on ongoing needs.
3. **CONFIDENTIALITY:** Information disclosed during counseling sessions is confidential and cannot be released to the City of Decatur. In the event of supervisory referrals, the employee will sign a release and information may be released as to whether appointments are kept or canceled and the extent to which treatment plans are being followed.
4. **EMPLOYEE AWARENESS:** In order to inform all of the employees of the services available, Decatur Morgan West will assist the City of Decatur in developing on-going promotional activities including home mailings, benefits card, bulletin board posters, articles for in-house newsletters, brochures and employee handouts at no charge to the City of Decatur.
5. **24-HOUR TELEPHONE ACCESS:** Employees and dependents can reach a crisis telephone line for emergency situations at 256.306.4000 or 1.800.937.3873. To schedule an appointment for Outpatient Services call 256.306.4023.
6. **PROGRAM EVALUATION:** Quarterly reports, billing, and on-going analysis of the program effectiveness will be provided by Decatur Morgan West to the City of Decatur management, including the number of employees utilizing the program, the types of problems identified, referral sources, and average number of counseling hours.
7. **INSURANCE AND LIABILITY:** Decatur Morgan West maintains current and acceptable limits of liability and malpractice insurance. Decatur Morgan West releases the City of Decatur from any responsibility for situations or malpractice on the part of Decatur Morgan West or its employees in rendering services under this current contract.

City of Decatur agrees to the following.

1. It is estimated that the cost of EAP services for one contract year will be approximately \$9,125.00.
2. Counseling services will be billed to the City of Decatur monthly on a fee-for-service basis. Employee benefits for this proposal will be based on the following.
 - Each employee and/or dependent will be entitled to a maximum of five EAP sessions.
 - City of Decatur will be charged a rate of \$60.00 with \$15.00 co-pay by employees for each visit.
 - If counseling services exceed the estimate for this contract term, the City of Decatur agrees to pay on a quarterly basis the balance due.
3. Support one orientation seminar at no charge. One education program will be purchased in the calendar year for \$125.00.
4. Additional orientation and education seminars, when requested by the City of Decatur would be delivered at the rate of \$125.00 per group session seminar, plus the cost of training materials/expense.
5. Use Decatur Morgan West as an exclusive gatekeeper for its EAP.
6. Psychological testing will be available under the EAP. Billing for these services will take into account the limited nature of the EAP and, if necessary, access through major medical.
7. Provide a monthly list of current employees against which the Decatur Morgan West will monitor appropriate access to the EAP. The Decatur Morgan West will cross-reference either (1) employee identification cards or (2) employee medical cards against this list to determine eligibility.
8. Finally, Decatur Morgan West would request that the City's major medical approve Decatur Morgan West Outpatient Clinic or individual personnel for in-network provider status. This would improve continuum of care for those who wish to follow with the EAP therapist for their on-going treatment. We will be glad to assist in this process.

CITY OF DECATUR
Decatur, Alabama

By: _____ Date: _____

Title

HH Health System-Morgan, LLC d/b/a Decatur Morgan West
Decatur, Alabama

By: _____ Date: _____

President/CEO
Title