

## CONTRACTUAL AGREEMENT

Behavioral Health Services Contract

## ONE SOURCE COUNSELING & EMPLOYEE ASSISTANCE SERVICES LLC

## AND

## CITY OF CARTERSVILLE

**AGREEMENT** made this day of \_\_\_\_\_\_\_ by and between ONE SOURCE COUNSELING & EMPLOYEE ASSISTANCE SERVICES, an LLC with a principal office located at 35 Lake Watch Point, Cleveland Georgia 30528 (hereinafter referred to as "One Source") and City of Cartersville; and

**WHEREAS**, One Source is engaged in the business of providing Employee Assistance Program Services, hereinafter referred to as "EAP"; and City of Cartersville wishes to provide such services to its employees and their immediate family members,

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants herein made, and to be kept and performed by the parties, One Source and City of Cartersville covenant and agree as follows:

**Terms**: The Terms of this Agreement shall be for twelve (12) months, commencing on July 1, 2021. Without notification by one of the parties (see Termination), this agreement will automatically renew for three 1-year terms. City of Cartersville retains One Source to perform counseling services in the manner and to the extent required by the Parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

**Services:** One Source will provide the following services under this agreement:

The City will receive YTD Utilization Reports quarterly; other reports will be provided as needed depending on the case.

- 1. We recommend that we be contacted immediately in the following situations:
  - a. Critical incident involving public safety personnel (use of firearms, injury/death of police or fire personnel, suicide of police or fire personnel, unusual or aberrant behavior of public safety personnel, civilian mass casualty incident, or response call of unusual heinous nature). One Source collaborates with local Peer Support Teams and the Office of Public Safety Peer Support for Critical Incident response.

b. Sudden on-the-job death of an employee, serious injury to an employee, threatening behavior of an employee, suicidal/homicidal ideation of an employee.

Our initial response time by phone for any emergency or crisis situation is within 1-2 hours. If further intervention is required, our response time for Critical Incidents is within 24-72 hours of the incident for Public Safety personnel. All other incidents will vary by the situation, but most often will be responded to within 1-2 days of the incident.

2. Our phone number 770-683-1327 is the intake number. It is available 24/7/365. Counselors and/or treatment will be available for emergency incidents and typically are utilized when someone needs urgent contact or has a need to be assessed and/or admitted to a mental health/substance use facility.

Counselors are available to take calls for non-emergency situations. Dr. Wesselink is available to take calls during non-business hours and on holidays. Requests for initial appointments are taken between the hours of 8:00AM and 6:00PM Monday through Friday, including holidays.

- 3. Sessions are available for employees and/or family member(s)per issue. We are also able to authorize additional sessions on a case-by-case basis (ongoing trauma from a house fire or chronic illness). For these "extra session" cases Dr. Wesselink will consult with the counselor to determine the best course of action.
- 4. Typically, 85% of cases are resolved within the EAP through short-term counseling and 15% referred out. The majority of referrals are made to psychiatric physicians or to mental health/substance abuse facilities.
- 5. The counselors determine if a referral needs to be made, typically by the 3<sup>rd</sup> or 4<sup>th</sup> session and handled in this manner:

  The client is informed that a referral is indicated and the counselor then works with the client to locate services within the client's insurance program, or attempts to find services at nominal fees. We have made phone calls on behalf of the client to facilitate a referral, oftentimes having the client speak to the referred service while they are in session with the counselors.
- 6. Workplace referrals are typically made when clients are mandated to see the EAP counselor. Frequently this is when a Policy has been broken, (workplace violence, or substance use through random positive drug screen). The client is informed by the employer that, based on Employer Policy, they are being sent to the counselor for assessment. The "Supervisor Referral Form" is filled out by the employer and signed by the mandated client. These clients are eligible for their EAP sessions, and the counselor is able to make the determination that a referral is or is not applicable depending upon the situation. The client is informed that confidentiality is negligible due to the circumstance. Releases are signed giving the counselor authority to communicate with the POC (Point of Contact) at the City. Compliance and treatment recommendations are clearly explained to the client and reported to the POC during the assessment period. Any referrals are also reported to the POC and releases are signed there as well so that communication can continue during the case management

process. One Source recommends that a "Return to Work Agreement" be discussed with the client who then signs it with the knowledge that all recommendations must be carried out as a condition of continued employment (or according to Employer Policy). DOT positive drug screens will be evaluated and assessed by a Substance Abuse Professional (SAP) per Employer Policy.

- 7. Community Resources:
  - a. AA, NA, AL-Anon
  - b. Ridgeview Institute in Smyrna Georgia
  - c. Peachford Hospital in Dunwoody Georgia
  - d. Talbott Recovery in Forest Park Georgia
  - e. PsyBar for Fitness for Duty examinations
  - f. Blue Ridge Mountain Recovery in Ball Ground Georgia
  - g. Black Bear Lodge in Cleveland Georgia
- 8. Brochures, wallet cards and newsletters are included in the contract fee.
- 9. One Source has almost 20 years of facilitating required training to supervisors, managers and employees. We ensure that the facilitators have expertise in the topic. We have a policy of communicating with our organizations prior to trainings in order to determine the exact type of information requested (for example, Drug-Free Workplace training with an emphasis on relapse prevention).
- 11. One Source offers the following Supervisor/Management training:
  - a. Orientation to the EAP Program
  - b. Drug Free Workplace
  - c. How to Identify and Confront the Troubled Employee
  - d. How and When to Make a Supervisory Referral/Types of Referrals
  - e. Harassment/Diversity

Upon execution of this Agreement by all parties, One Source shall commence providing: Behavioral Health Services (BHS) using an eight (8) session model for City of Cartersville for up to 135 public safety employees and eligible family members. Up to eight counseling sessions will be provided by appointment, and for each City of Cartersville employee and/or the eligible family members of an employee during the term of this agreement.

One Source will provide Orientation sessions for employees and up to three (3) hours of Supervisor/Management training (included in contract cost) at the request of City of Cartersville. Unlimited Critical Incident Stress Management is also included. Telephonic/virtual consultation with managers and/or supervisors is unlimited at no additional charge.

**Non-disclosure:** One Source acknowledges that City of Cartersville may provide One Source with information, which may constitute material non-public information concerning the City of Cartersville. One Source agrees that it will maintain in confidence and will not disclose to any third party or use for its own benefit (other than for performance of services under this Agreement) any confidential or proprietary data, inventions or other information disclosed to One Source by City of Cartersville. One Source further agrees to take all reasonable precautions to prevent any unauthorized disclosures of any such information.

One Source acknowledges that these obligations shall survive the termination of this Agreement without regard to the reason for such termination.

**Termination:** This agreement may be terminated with ninety days written notice by either party. At termination, any monies due One Source for services provided are prorated if the contract is terminated within ninety (90) days.

**Compensation:** As Compensation for EAP services rendered under this Agreement, One Source Counseling shall be entitled to a payment from City of Cartersville in the amount of \$5,832.00 per fiscal year contract term, payable in four equal monthly payments of \$1,458.00 due at the first of each quarter, as billed by One Source.

Contract may renew automatically for up to three (3) 1-year terms with agreement of both parties. Fee for the first year is projected to provide up to 60 sessions. Fee for each subsequent contract year, (July 1, 2022 and June 30, 2023), will be reviewed at the end of each previous year to determine whether the fee for the current year will increase, decrease, or remain the same based on utilization.

**IN WITNESS HEREOF**, the parties hereto have set their hands and seals.

City of Cartersville:	One Source Counseling And Employee Assistance Services LLC:
Matt Santini, Mayor Date:	_
	Hany Wesselik Phs
Julia Drake	Nancy Wesselink, Ph.D., CEAP
Title:	Director
Date:	Date: <u>June 1, 2021</u>