



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	October 21, 2024
<b>Agenda Item:</b>	EAP Renewal Agreement
<b>Department:</b>	Human Resources
<b>Requested By:</b>	Haliyma Jones
<b>Reviewed/Approved by City Attorney?</b>	Previous contract already reviewed (No changes from current contract)
<b>Cost:</b>	\$10,000
<b>Funding Source if Not in Budget</b>	Budgeted

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

Human Resources is seeking approval to sign the renewal agreement with Aetna Resources for Living Employee Assistance Program. This is a renewal agreement with no changes from our current services.

October 9, 2024

City of Dalton  
Attn: Greg Batts, HR Director  
PO Box 1205  
Dalton, GA 30722

Dear Mr. Batts:

Thank you for renewing your Aetna Resources For Living Employee Assistance Program ("EAP") Services Agreement ("Services Agreement"). At Aetna, we believe in an integrated, total health focus where an EAP and other benefits are part of a continuum of care.

This letter ("Renewal Letter") serves to confirm our agreement that you and Aetna mutually agree to: (i) renew your Services Agreement, and (ii) amend the Services Agreement as follows:

- (a) The Domestic EAP Service and Fee Schedule is hereby replaced with the enclosed Domestic EAP Service and Fee Schedule.

All other terms and conditions of the Services Agreement not addressed herein shall remain in full force and effect.

Please review these documents. If they are acceptable to you, please sign the enclosed signature document where indicated and e-mail the documents back to me at the email address at the bottom of this Renewal Letter. Alternatively, you may return a copy to the address and contact department noted at the top of this Renewal Letter or FAX the signed documents to the FAX number also indicated above. Please keep a copy for yourself prior to sending back to Aetna.

If we do not hear from you or receive the signed documents by December 9, 2024, Aetna will consider the terms of this Renewal Letter and its attachments as part of the Services Agreement which will serve as the complete and sole contract between us and you.

We look forward to a continued long and productive relationship between Aetna and City of Dalton. Should you have any questions regarding this Renewal Letter or any other aspects of your Employee Assistance Program, please do not hesitate to contact us.

Sincerely,

Taiesha Pullam  
(469) 329-2150  
Taiesha.Pullam@rfl.com

**EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS**

The term of this Renewal Letter shall be from 01/01/2025 through 12/31/2027.

IN WITNESS WHEREOF, the parties hereto have caused this letter to be executed by their duly authorized representatives.

**CITY OF DALTON**

**AETNA BEHAVIORAL HEALTH, LLC**

**Signed By:**

**Signed By:**

\_\_\_\_\_  
**Printed Name:**

\_\_\_\_\_  
**Printed Name:**

\_\_\_\_\_  
**Title:**

\_\_\_\_\_  
**Title:**

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

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



**EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS**

**DOMESTIC EAP SERVICE AND FEE SCHEDULE**

This Employee Assistance Program Renewal is made and entered into by and between Aetna Behavioral Health, LLC on behalf of itself and its affiliates (hereinafter "Company") and City of Dalton (hereinafter "Customer").

Customer hereby elects to receive the Services, within the 50 U.S. states and District of Columbia only, including limited services in Puerto Rico and U.S. Virgin Islands, as designated below. The below Service Fees shall be in effect for three (3) years, beginning upon the Effective Date of this Renewal, and, thereafter, if this Renewal is extended by the parties for any additional successive term, such Service Fees shall be reasonably negotiated by the parties for such successive term. Notwithstanding the immediately preceding sentence, the below Service Fees shall be amended by Company, from time to time during the first three (3) years of this Renewal and for any future period(s) thereafter, in accordance with the terms of this Service and Fee Schedule.

<b>Core Features and Services</b> (included in the PEPM)	<b>\$1.94 PEPM</b>
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- Unlimited telephonic access to licensed clinicians 24 hours a day, seven days a week.
- Up to 6 counseling sessions offered via face-to-face, telephonically, televideo, or online chat\* per problem per contract year \*One week of online chat counseling messages are equal to one EAP session.
- Access to comprehensive, nationwide network of EAP providers who are licensed, master’s level behavioral health professionals.
- Referrals to community services.
- Internet access to our EAP website 24 hours a day, seven days a week.
- Telephonic management and supervisory consultation.
- Designated account management with EAP administrative expertise.
- Standard printed communication materials and additional promotional materials in electronic format.
- Quarterly EAP utilization reports.\*\*
- Web-based WorkLife\*, Legal and Financial Services and Identity Theft Services.
  - \* Carekits may be available upon request from individual Members within the 50 U.S. states only, other types of Carekit distribution or promotion request by Customer will incur additional fees.
- Bank of Training Hours: 2 hours of Training and Education are included in the EAP Session Model PE/PM Rate. Training and Education services may be on-site, or for web-based trainings up to 50 participants. For webinars with more than 50 participants, an additional charge of \$25.00 applies for each additional 25 participants up to a maximum of 200 participants. Additional Training and Education sessions are \$250.00 per hour for the total amount of time that the educator is on site, plus a \$150.00 per hour charge for travel and preparation time. If training is not scheduled consecutively or multiple topics are scheduled, additional travel and preparation costs may apply or additional hours may be deducted from the bank. These capitated hours will be used for the total amount of time that the educator is on site. Additional trainings are priced below.
- Standard Intake Model.

**Additional Services:**

Training and Education: The term “Training and Education” refers to training, provided by Company, or a Company Contracted educator to the Customer, concerning general behavioral health and work/life issues. This includes Employee Orientation Meetings and Supervisor Orientation Trainings. This training may be provided in different ways, i.e., in-person, telephonically, or web-based. Additional fees apply to web-based training over 50 participants (Participants is defined as unique phone lines calling into the webinar). Department of Transportation (DOT) services are excluded from standard Training and Education services.

- Training and Education Fee for Service Pricing (beyond the 2 hours included above):



## EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

- Fee for Service On-Site Training Pricing: \$250.00 per hour for the total amount of time that the educator is on site, plus a \$150.00 per hour charge for travel and preparation time. If training is not scheduled consecutively or multiple topics are scheduled, additional travel and preparation costs may apply.
- Fee for Service Webinar Training Pricing: \$250.00 per hour, plus a \$150.00 charge for preparation for each web-based training for up to 50 participants. For webinars with more than 50 participants, an additional charge of \$25.00 applies for each additional 25 participants up to a maximum of 200 participants.
- Sessions less than one (1) hour in duration will count as one (1) hour of Training and Education.
- Training and Education Cancellation Fee: Failure to provide Company with six (6) business days' notice of cancellation of a previously scheduled training program may result in a charge of:
  - Bank of Training Hours Training Cancellation Fee: Services which are included in the bank of capitated hours described above, will result in the deduction of a number of hours from the bank, equal to the number of cancelled hours. When the bank of hours has been exhausted, fee for service training cancellation fee of \$375.00 per hour applies.
  - For Department of Transportation compliance training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness, see pricing referenced below under Drug Free Workplace Services. Mental Health First Aid trainings are excluded from standard Training and Education services. For specialized Mental Health First Aid training, see separate definition under Mental Health First Aid.
  - MENTAL HEALTH FIRST AID: An educational program offered to Customers to help managers and employees recognize and respond to mental health issues in the workplace and in the community. The curriculum includes an overview of mental health and provides education about Anxiety, Depression, Suicide, Trauma, Psychosis, and Substance Use Disorders, along with videos, interactive exercises and practice scenarios. The 4-hour and the 6-hour virtual course can be provided at the corporate level. Whether virtual or in-person both the 6-hour in-person and 6-hour virtual courses provide all participants that complete course with Mental Health First Aid Certification for three years. The 4-hour virtual and in-person general awareness courses are available. The 4-hour course does NOT provide participants with a Mental Health First Aid Certification. In-person courses are limited to 30 participants per course. The virtual 4-hour general awareness course has a participant minimum of 15 participants and a maximum of 25 participants. The virtual 6-hour courses have a 15-participant minimum/maximum per course.

### Mental Health First Aid Virtual Delivery Requirements for Participants

Virtual courses will be hosted through The National Council for Behavioral Health's Zoom webinar platform, and The National Council will provide a how-to guide for participants who have never used this platform.

- Computer – Windows or Apple desktop or laptop computer OR Mobile Device/Tablet/Surface: iOS, Android, Windows
- Phone (backup audio option) – It is highly recommended that users join the course from a tablet, laptop or desktop computer for the best experience. Phones may be used for audio support.
- Microphone and speakers – Participants whose computers do not have a microphone and/or speaker can use the dial-in option from their phone for audio.
- HD Webcam – Either built into the user's device or external.
- Internet Connection – We recommend an internet speed of at least 5 mbps upload/download speed. Users can test their internet speed here: <https://www.speedtest.net/>

For the virtual 4-hour general awareness course, Plan Sponsor will ensure that participants review course materials prior to attending a virtual session. Course materials will be available for download via the online learning platform.

The virtual 6-hour certification course is a blended course that includes two hours of self-directed pre-work and four hours of instructor led training. Plan Sponsor will ensure that there are 15 identified participants for registration that are committed to completing required online learning pre-work and attending the four hours of instructor led training. Course materials will be available for download via the online learning platform.

## EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

If registered participant(s) does not complete the required two hours of self-directed pre-work, the participant(s) will be denied access to the four hours of live facilitator led training. If a participant doesn't complete the pre-work or is not able to attend the instructor led portion of the course, participants will not be able to make-up the session or receive certification and no refund will be issued. Participants will only receive a certificate upon completion of post test and evaluation.

Mental Health First Aid: Please contact your Account Executive for Mental Health First Aid pricing should you require these services.

Corporate In-Person Version: Mental Health First Aid fees are subject to change without notice due to specific regulation changes. 30 participant maximum.

6 Hour Course – This option provides six (6) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees, travel, and customization for delivery locations within continental United States. Additional travel and expenses may apply for delivery locations in Alaska and Hawaii.

4 Hour Course – This option provides four (4) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees, travel, and customization for delivery locations within continental United States. Additional travel and expenses may apply for delivery locations in Alaska and Hawaii.

Corporate Virtual Version: Mental Health First Aid fees are subject to change without notice due to specific regulation changes. Minimum of 15 participants and Maximum of 25 participants.

6 Hour Course - This option provides six (6) hours (2 hours self-directed pre-work + 4 hours of instructor led training) of standard Mental Health First Aid curriculum. Fee includes all instructor fees and customization.

4 Hour Course - This option provides four (4) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees and customization.

- Mental Health First Aid Cancellation Fee Schedule (In-person or Virtual): If cancelled for any reason within 30 days from the training date, Customer will be responsible for the cancellation fees as follows:
  - 50% of the total fee 15-30 days prior to the scheduled date of training.
  - 100% of the total fee 0-14 days prior to the scheduled dates of training.
- Mental Health First Aid Rescheduling Fee (In-person or Virtual): If rescheduled for any reason within 30 days from the training date, Customer will be responsible for the rescheduling fees of 25% of total fees.

Critical Incident Support (Crisis Support/Management Services/Critical Incident Stress De-Briefing (CISD) Services): An array of services offered by the EAP that helps an organization to prepare for, prevent, or respond to traumatic events. Acts of war are excluded from on-site CISD Services.

- CISD (Critical Incident Stress Debriefings) Fee for Service Pricing:
  - Fee for Service Standard CISD Pricing (On-site attendance response time in greater than 3 hours)
    - \$285 per hour plus travel and preparation expenses reimbursed at a flat rate of \$180 per counselor. Out of area or special request expenses are additional.
  - Fee for Service Immediate CISD Pricing (On-site attendance response time in less than 3 hours)
    - \$385 per hour plus travel and preparation expenses reimbursed at a flat rate of \$180 per counselor. Out of area or special request expenses are additional.



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- CISD hours used, whether fee for service and/or within the bank of standard hours, are calculated based upon the combined total number of hours all clinicians are on-site.
- If Customer requests interpretation services, Customer will be billed the applicable fees.
- CISD Cancellation Fee: Whenever possible, Customer agrees to provide Company with 48 hours advance notice of cancellation of any requested Workplace Crisis Response Services. Failure to provide Company with 48 hours' notice of cancellation of any services:
  - Fee for Service CISD Cancellation Fee: Services which are provided on a fee for service basis and which are subject to the hourly rate will result in a charge of \$440.00 per incident.

Reduction in Force: The process by which a work organization reduces its work force by eliminating jobs, such as closing subsidiaries or departments.

- Reduction in Force Fee for Service Pricing:
  - \$285 per hour plus travel and preparation expenses reimbursed at a flat rate of \$180 per counselor.
- Reduction in Force Cancellation Fee: Failure to provide Company with 48 hours' notice of cancellation of Reduction in Force Services will result in a charge of \$440 per incident.

HERE4U: The term "Here4U Groups" refers to a one (1) hour nation-wide and virtual peer support group, provided by EAP Behavioral Health Professional to the Customer, to address the importance of mental wellbeing. The event addresses mild to moderate severity with a focus on preventative mental health care and maintenance of wellbeing. Here4U groups will be available through Company's web-based platform. Each web-based group will have a maximum participant capitation of 30 (Participant is defined as one individual connecting to webinar web-based platform). The event will provide access to digital tools through Company's core member website. Participant will be required to register for each event on Company web-based platform. Here4U groups are designed for one (1) hour in duration and one (1) hour in duration will count as one (1) Here4U group.

- **Fee for Service Here4U Event:** \$700 per event per hour. Here4U event has a maximum capitation of 25 participants (Participant is defined as one individual logging into web-based platform). Rates are viable for 1 contract year
- **Fee for Service Here4U Cancellation Fee:** Failure to provide Company six (6) business days' notice of cancellation of a previously scheduled Fee for Service Here4U event will result in a charge of \$550.00 per hour for services which are provided on a fee for service basis and which are subject to the hourly rate.

Requests made to reschedule an event will be treated the same as a cancellation if not providing the sufficient six business days' notice. Please speak with your Account Executive if you have any questions regarding cancellation fees.

Drug Free Workplace Services: Suite of services to assist Customer in managing workplace related employee substance misuse and/or disclosure of substance abuse in the workplace. Services for general employer industries include Company EAP case management of mandatory referrals related to workplace impacted substance abuse, as well as management consultation services as described above. Services for transportation related industries, such as employers who are regulated by DOT, FMCSA, FAA, FRA, FTA, PHMSA, etc., include substance abuse case management by a Substance Abuse Professional (SAP) for Department of Transportation regulation compliance. Additional service for transportation regulated employees includes DOT training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness available through American Substance Abuse Professionals (ASAP) or comparable SAP provider. A variety of training formats are available, including on-site, on-line or video.

- Drug Free Workplace services:
  - \$750 per case, for substance abuse case management by Substance Abuse Professionals (SAP) and/or for Department of Transportation regulation compliance.

## EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

- DOT Alcohol and Drug-Free Workplace for Supervisors Training to meet Drug-Free Workplace regulations regarding drug and alcohol use. Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.
  - DOT Supervisor Training - 2 hours at \$800
- DOT Alcohol and Drug-Free Workplace for Employees Awareness Training (Note: this training does not meet Drug-Free Workplace regulations regarding drug and alcohol use.) Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.
  - DOT Employee Training - 1 hour at \$400

### **Other Terms/Conditions:**

- NOTE: Original contractual definition of "Employee" and "Dependent" are amended to include adult children up to the age of 26.
- Rate excludes any fees for broker commissions.
- Rate is guaranteed for 3 years from the renewal date of 01/01/2025.
- Customer may terminate this Renewal with respect to all Employees (including their Dependents) or any group of Employees included under this Renewal or any subsidiary or affiliate of Customer that is covered under this Renewal by giving Company at least **ninety (90) days written notice prior to the end of the renewal term or prior to the end of any given contract year within the renewal term**, after the date of such notice, such termination shall become effective.
- Rate assumes standard billing process of single bill at plan sponsor level only.
- \*\*Utilization reports are provided on a Quarterly basis. If for any 2 consecutive reporting periods there is less than 1% utilization, reporting frequency will default to Annual reporting.
- Company may adjust Service Fees effective as of the date on which any of the following occurs:
  - If, for any Service, there is a change in the number of Employees greater than +/- 20% of current population assumed in Company's quotation as of the Effective Date of this Renewal.
  - Change in Services – A material change in Services is requested or initiated by the Customer or by legislative action.
  - Premium Taxes or Assessments – If legislative or regulatory action results in the assessment of premium taxes or other like charges as it concerns those Services provided under the terms of this Agreement.