

REQUEST FOR AGENDA PLACEMENT FORM

MAR 12 2018

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Randy Gillespie

TODAY'S DATE: March 6, 2018

DEPARTMENT:

X Personnel

SIGNATURE OF DEPARTMENT HEAD:

X _____

REQUESTED AGENDA DATE:

X March 12, 2018

SPECIFIC AGENDA WORDING: Consideration of EAP Renewal Agreement between Aetna Behavioral Health LLC and Johnson County.

PERSON(S) TO PRESENT ITEM: Randy Gillespie

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 10 min.

ACTION ITEM: **X** _____

WORKSHOP: _____

(Anticipated number of minutes needed to discuss item) **CONSENT:** _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: _____ **X** _____

ISS DEPARTMENT: _____

AUDITOR: _____

PURCHASING DEPARTMENT: _____

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR: _____

OTHER: _____

*******This Section to be Completed by County Judge's Office*******

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____

Date _____



Aetna Behavioral Health
Aetna Resources for Living
151 Farmington Ave
Hartford, CT 06156
Mail Stop RSAA
FAX Number 1-800-970-6255

Johnson County
Attn: Randy Gillespie
2 N. Main Street
Cleburne, TX 76031

January 8, 2018

Dear Mr. Gillespie:

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 Service and Fee Schedule is hereby replaced with the enclosed Service and Fee Schedule; and
- (b) the HIPAA Addendum is hereby replaced with the enclosed Business Associate Agreement; and

All other applicable 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 and Business Associate Agreement where indicated, and return to me at the email address noted below. Alternatively, you may fax or mail such documents to the address or fax number written above.

However, if we have not received a signed copy of the document(s) by March 30, 2018, you and Aetna will consider the terms of this Renewal Letter and its attachments to be effective. This Renewal Letter, including any attachments and the Services Agreement constitutes the sole contract between the parties regarding the EAP.

Thank you for your support. We trust that Aetna Resources for Living will continue to provide value to you and your employees thru the EAP. 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,

Shawnday Carrasquillo
Account Executive
959-299-3877
carrasquillos@aetna.com

The term of this Renewal Letter for the EAP Services Agreement shall be from 04/01/2018 through 09/30/2020.

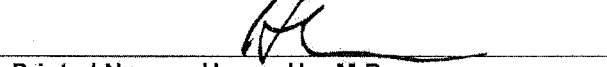
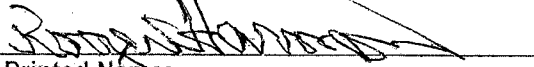
IN WITNESS WHEREOF, the parties hereto have caused this letter to be executed by their duly authorized representatives.

JOHNSON COUNTY

AETNA BEHAVIORAL HEALTH, LLC

Signed By:

Signed By:



Printed Name: Roger Harmon

Printed Name: Hyong Un, M.D.

Title: Johnson County Judge

Title: Head of EAP and Chief Psychiatric Officer

Date: March 12, 2018

Date: 02-26-18

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

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 Johnson County (hereinafter "Customer").

Customer hereby elects to receive the Services designated below. The below Service Fees shall be in effect for eighteen (18) months, 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 eighteen (18) months of this Renewal and for any future period(s) thereafter, in accordance with the terms of this Service and Fee Schedule.

Core Features and Services (included in the PEPM)	\$1.29 PEPM
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- Unlimited telephone access to licensed clinicians 24 hours a day, seven days a week.
- 3 counseling sessions per problem per contract year with EAP network contracted providers and/or contracted televideo providers.
- 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.*
- Full suite of Worklife Services.
- Legal and Financial Services and Identity Theft Services.
- Unlimited Standard CISD Services: Unlimited Standard CISD sessions are included in the EAP Session Model PE/PM Rate. CISD Services are limited to 10 hours per incident. Immediate CISD's are subject to the fees described below. Issues concerning downsizing, mergers, acquisition activities (i.e. Reductions in Force or RIF's), catastrophic natural disasters, and terrorism, or services beyond the 10 hour cap, are subject to the hourly rate of \$250.00 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150.00 per location. Additional services 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.

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

- Training and Education Fee for Service Pricing:
 - 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 location 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 three (3) business days' notice of cancellation of a previously scheduled training program may result in a charge of:
 - Fee for Service Training Cancellation Fee: \$375.00 per hour for services which are provided on a fee for service basis and which are subject to the hourly rate.
 - 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. 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. Courses must be taught onsite. The eight hour course provides all participants with Mental Health First Aid Certification for three years. A four-hour option is available for a general overview of the topic. The four-hour class does NOT provide participants with a Mental Health First Aid Certification. Courses are limited to 30 participants per course.

- Mental Health First Aid:
 - 8 Hour Course \$7,200.00 – This option provides eight (8) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees, travel, and customization.
 - 4 Hour Course \$5700.00 – This option provides four (4) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees, travel, and customization.
 - Mental Health First Aid Cancellation Fee Schedule: If cancelled for any reason within 30 days from the training date, Johnson County 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.

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 (beyond the unlimited services included above):
 - Fee for Service Standard CISD Pricing (On-site attendance response time in greater than 2 hours)
 - \$250 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150 per location. Out of area or special request expenses are additional.
 - Fee for Service Immediate CISD Pricing (On-site attendance response time in less than 2 hours)

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

- \$350 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150 per location. Out of area or special request expenses are additional.
- 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.
- CISD Cancellation Fee: Whenever possible, Johnson County agrees to provide Company with 24 hours advance notice of cancellation of any requested Workplace Crisis Response Services. Failure to provide Company with 24 hours' notice of cancellation of any services:
- Unlimited Standard CISD Services Cancellation Fee: Services which are excluded from the unlimited provision listed above, i.e. above the 10 hours per incident cap, immediate CISD services, downsizings, mergers, acquisition activities, (i.e. Reductions in Force or RIF's), catastrophic natural disasters, and terrorism which are subject to the hourly rate will result in a charge of \$375.00 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:
 - \$250 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150 per location.
- Reduction in Force Cancellation Fee: Failure to provide Company with 24 hours notice of cancellation of Reduction in Force Services will result in a charge of \$375 per incident.

Drug Free Workplace Services: Suite of services to assist Customer in managing workplace related employee substance mis-use 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.
 - 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

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

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 18 months from the renewal date of April 1, 2018.
- 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.
 - EAP Services may be subject to regulation under the Knox-Keene Act in the State of California. Program documentation and procedures may be adjusted accordingly.

Aetna Behavioral Health, LLC on behalf of itself and its affiliates verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

Aetna Behavioral Health, LLC on behalf of itself and its affiliates further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.