

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
CONTRACT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND CREATIVE CARE MANAGEMENT, LTD.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,  
as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove ( “Downers Grove”) and Creative Care Management, Ltd. (“CCM”), for an employee assistance/managed behavioral healthcare service program, as set forth in the form of the agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk



Creative Care Management

## **EMPLOYEE ASSISTANCE/MANAGED BEHAVIORAL HEALTHCARE SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of January, 2009, by and between CREATIVE CARE MANAGEMENT, LTD. hereinafter referred to as "CCM", and the VILLAGE OF DOWNERS GROVE hereinafter referred to as "DOWNERS GROVE."

CCM hereby agrees to provide Employee Assistance Program, hereinafter referred to as "EAP", to DOWNERS GROVE on the terms and conditions contained in this Agreement. No other terms or conditions, express or implied shall affect this Agreement, except as agreed in writing, signed by the parties hereto.

It is acknowledged and understood by the parties hereto that the EAP to be provided must of necessity be flexible in order to meet the needs of DOWNERS GROVE and the individual employees for whom the EAP is designed and implemented. CCM warrants that its work will conform to the highest professional standard in the field.

CCM has designed the EAP to provide employers with comprehensive programs to control and reduce personnel costs by:

- a) training DOWNERS GROVE'S managerial and supervisory personnel to recognize and identify employees who are need of, and would benefit from, the EAP;
- b) training DOWNERS GROVE's managerial and supervisory personnel in the implementation of such on-the-job programs as will best accomplish the goals of both DOWNERS GROVE and its employee(s);
- c) guiding, counseling and assisting DOWNERS GROVE's employees, whether referred by the DOWNERS GROVE or by voluntary act of such employee(s), to assess problem areas and recommend a course of treatment in order to restore their capability to perform their jobs at an acceptable level of performance;

- d) orienting DOWNERS GROVE's employee population about the EAP and how they can use the service.
- e) providing full-time employees pre-certification/assessments and on-site utilization review by a CCM service team for outpatient mental health and substance abuse services as well as facility based care.
- f) referring full-time employees to PHCS referral network in order to achieve discounted Services to Downers Grove and thereby obtain an overall health savings cost to Downers Grove.
- g) providing in-office clinical assessment and short-term appropriate counseling (1 – 8 sessions) for potential recipients who have requested or been directed to obtain Services.
- h) providing internet-based Enhanced Worklife Services
- g) providing ten(10) hours organizational assistance, including wellness seminars/ customized training
- h) providing twenty-four hour, seven days a week emergency services

The effectiveness of the EAP is directly dependent upon the cooperation of DOWNERS GROVE with CCM in operating the EAP within the dictates of DOWNERS GROVE's personnel needs and goals. Therefore, DOWNERS GROVE agrees to cooperate fully with CCM in the operation and management of the EAP.

The EAP is designed to provide employees and their families with assistance, counseling, and referral to qualified professional diagnostic and treatment facilities for such conditions as alcoholism, drug abuse, and personal problems, including marital, financial, legal, and other problems.

## **II. MANAGEMENT AND MAINTENANCE OF THE EAP**

1. CCM will confer with DOWNERS GROVE to develop policies and procedures relative to the operation of EAP. CCM will advise DOWNERS GROVE on how to publicize the EAP to supervisors, union officials and to all employees and their immediate families.
2. CCM will provide specific assistance to DOWNERS GROVE employees and members of their immediate families who have been referred to EAP or who request such services of their own volition. CCM and DOWNERS GROVE will adopt safeguards to ensure that EAP

counseling is conducted in a manner that will preserve the privacy of DOWNERS GROVE employees and their families. Communications between CCM personnel and DOWNERS GROVE's employees shall remain confidential, except as specifically waived in writing by the individual employee.

3. CCM will counsel and encourage DOWNERS GROVE employees to proceed with a course of assistance by referring the individual to clinical or support organizations and medical professionals.

4. CCM will remain cognizant of DOWNERS GROVE's insurance benefits program in order that it can advise employees as to the possible coverage thereunder of services by such organizations or professionals. CCM will examine the accreditation of the organizations and professionals to which it refers employees so as to ensure, as much as possible, medical expense reimbursement under health or medical insurance policies.

5. CCM will provide such follow-up procedures as are necessary to monitor referred employees' adherence to the agreed course of treatment. CCM will make progress reports to DOWNERS GROVE on employees referred to EAP, but such reports will respect the employees' right to confidentiality, and will be limited to reporting as to whether or not the employee is cooperating with the treatment program.

6. CCM will prepare semi-annual reports on the caseload activities of CCM, but such reports shall not jeopardize the rights of confidentiality of the employees or their families.

7. Services requested by DOWNERS GROVE which are beyond the scope of this Agreement shall be compensated in accordance with Section VII (FEES AND RETAINER) of this Agreement, or as otherwise agreed in writing between the parties.

### **III. CONFIDENTIALITY OF AGREEMENT AND EMPLOYER COMMUNICATIONS**

1. CCM agrees that it will not, without prior written consent of DOWNERS GROVE ,
  - a) reveal any information concerning the terms of this Agreement;

- b) reveal any proprietary information about DOWNERS GROVE , its officers, staff, management, operations, products, services, or customers, or any other confidential information to any person or organization to or for whom such information is not necessary in connection with the performance of this Agreement;
- c) release any publicity or advertising concerning this Agreement, except that DOWNERS GROVE hereby permits and authorizes CCM to list DOWNERS GROVE's name as a representative client in proposals to prospective clients.

2. DOWNERS GROVE acknowledges and understands that the confidentiality, and the expectation of confidentiality, of communications between employee(s) and CCM personnel is essential to the success of the EAP, and therefore agrees that it will not request CCM to reveal information regarding any such communications, and further agrees that it will not request or attempt to compel any such employee to reveal information regarding such communications. Any violation of this paragraph 2 shall not be construed to limit or prevent CCM from reporting as to whether or not the employee is cooperating with the treatment program, as referred to in paragraph II (5) above.

3. Notwithstanding anything in this Section III to the contrary, CCM and DOWNERS GROVE may reveal the contents of this Agreement in the normal course of business to their banks, financial institutions, and insurance companies, without prior notice or approval.

#### **IV. NON-LIABILITY OF CCM**

CCM shall not be responsible for, and assumes no liability for, any acts of negligence, incompetence, or professional malfeasance or malpractice, whether by commission or omission, of any organization, agency, entity, or licensed professional to which or to whom any individual is referred by CCM. CCM hereby warrants that it has investigated the credentials, licenses, and qualifications of such organizations and professionals, and finds them to be satisfactory.

CCM agrees to maintain at its own expense Professional Liability Insurance coverage in the amount of \$2,000,000 and General Liability Insurance in the amount of \$2,000,000 during the term of this agreement with insurers and under forms of policies satisfactory to DOWNERS GROVE. CCM further agrees to maintain at its own expense Workers Compensation Insurance in statutory amounts. The certificate shall provide that any insurance company issuing a policy for the work under this agreement shall provide not less than 15 days advance notice in writing

to DOWNERS GROVE prior to cancellation, termination, or material change of any policy of insurance.

CCM agrees to indemnify and hold DOWNERS GROVE harmless for all claims for damages arising out of the performance of this agreement due to the negligence of CCM, its officers, agents, employees or independent contractors. The Indemnification shall include attorney's fees and costs of litigation.

#### **V. GOVERNING LAWS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

#### **VI. FEES AND RETAINER**

In consideration of the performance of the services described herein in accordance with the conditions, terms, and provisions contained in this Agreement, DOWNERS GROVE agrees to pay CCM a fee of \$3.43 per employee per month for full-time and part-time employees for the entire term of this Agreement. This fee will be payable in semi-annual installments, the first installment due no later than 30 days from the effective date. Two weeks prior to due date of each installment, DOWNERS GROVE will provide an accurate count of eligible employees on the payroll for the purpose of calculating the retainer for the subsequent period of the contract.

Services requested by DOWNERS GROVE which are beyond the scope of this Agreement shall be compensated at the rate of two hundred fifty dollars (\$250.00) per hour.

Fees due to referral agencies, organizations, or professionals are the responsibility of the referred employee, and CCM assumes no liability therefore.

Counseling services rendered to ineligible employees (e.g. temporary and/or summer employment), and/or counseling services rendered beyond those specified in this Agreement at the request of DOWNERS GROVE will be charged at the rate of One Hundred dollars (\$100.00) per hour.

#### **VII. TERM**

The term of this Agreement shall be one (1) year commencing 1/01/09 and ending on 12/31/09 unless terminated by either party upon not less than 90 days prior written notice of the other party.

**VIII. BRIBERY CERTIFICATION**

CCM certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has it made an admission of guilt of such conduct which is a matter of record.

**IX. INDEPENDENT CONTRACTOR**

All services provided by CCM pursuant to this Agreement shall be performed by CCM as an independent contractor, and neither CCM nor the DOWNS GROVE shall be considered as an agent of the other for any purpose.

**CREATIVE CARE MANAGEMENT, LTD**

**VILLAGE OF DOWNS GROVE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael J. Davis

\_\_\_\_\_  
President

Title

\_\_\_\_\_  
Title

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

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

FEIN: 36-3179257