CITY of NOVI CITY COUNCIL



Agenda Item K July 28, 2008

SUBJECT: Approval of Service Agreement with Total Employee Assistance & Management, Inc., (TEAM) to provide a Wellness Program in the amount of \$7.50 per employee per month for a period of one-year not to exceed \$13,500.

SUBMITTING DEPARTMENT: Human Resources.

CITY MANAGER APPROVAL

EXPENDITURE REQUIRED	\$13,500	
AMOUNT BUDGETED	\$20,000	
APPROPRIATION REQUIRED	N/A	
LINE ITEM NUMBER	101-299.00-882.400-101	

BACKGROUND INFORMATION:

City Council approved a Wellness Program during the 2008/09 Budget process. The City received three quotes for this service: Botsford, St. John Occupational Health and TEAM. TEAM presented the lowest quote for this service. TEAM currently provides the City with its Employee Assistance Program which was created one-year ago. This program will be limited to the first 150 employees who sign up to participate.

RECOMMENDED ACTION: Approval of Service Agreement with Total Employee Assistance & Management, Inc., (TEAM) to provide Wellness Program in the amount of \$7.50 per employee per month for a period of one-year.

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Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

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Council Member Margolis	
Council Member Mutch	
Council Member Staudt	

Healthy Team Wellness Program

Service Agreement

This Agreement, made this 16th day of July, 2008, by and between the City of Novi, hereinafter referred to as the "Company" and Total Employee Assistance & Management, Inc., hereinafter referred to as "T.E.A.M.," provides for your Healthy Team Wellness Programs and compensation therefore, according to the following terms and conditions:

- 1. <u>Services to be Provided:</u> T.E.A.M. shall provide those services to the Company which are set forth in Exhibit A which is attached hereto and incorporated herein by reference.
- 2. <u>Term:</u> This agreement shall become effective on the 1st day of September, 2008 following the signing of the contract and shall continue for a period of (1) one full year unless terminated as set forth herein.
- 3. <u>Service Fee:</u> The Company agrees to pay T.E.A.M. in accordance with the fee schedule set forth in Exhibit A which is attached hereto and incorporated herein by reference. The first quarter payment is due at the time that the services are started and all following quarterly payments shall be due upon receipt of a proper invoice thereafter.
- 4. <u>Participant Information</u>: The Company and T.E.A.M. agree that any confidential participant information shall not be disclosed by T.E.A.M. or the Company without the written consent or authorization of the participant unless State or Federal law requires the sharing of information and then only in strict compliance with the applicable law(s).
- 5. **Facilities:** The Company shall provide the facilities for T.E.A.M. presentations, health screenings, health fairs, training sessions and workshops.
- 6. <u>Program Information:</u> The Company understands that the Healthy Team Wellness Program information is confidential and proprietary to T.E.A.M. and agrees to protect the confidentiality of any T.E.A.M. program or service the Company may acquire in the course of dealing with T.E.A.M. The Company shall not disclose any such information to any person or organization without the express written approval of T.E.A.M. The Company shall also use its best efforts to insure that its employees or agents participating in T.E.A.M. programs shall not disclose T.E.A.M. program information.

7. Non-Interference:

- a. Employees. During the term of this agreement and for a period of 2 years from the date this agreement is terminated by the parties, Company shall not, whether directly or indirectly, for Company's own benefit or for the benefit of any other person, firm, or business organization, or as a partner, stockholder, officer, director, proprietor, contractor, consultant, representative, agent of a third-party or otherwise, solicit for purposes of employment or association, any employee, subcontractor, or agent of T.E.A.M., to terminate such employment or association for purposes of becoming employed or associated elsewhere, or hire or otherwise engage any employee. subcontractor, or agent of T.E.A.M. as an employee or subcontractor of the Company or of a business with whom Company may be affiliated or permit such hiring to the extent Company has authority to prevent same, or otherwise interfere with the relationship between T.E.A.M. and its employees, subcontractors, and agents. For purposes of this Agreement, an employee, subcontractor, or agent shall mean an individual or subcontracted organization employed or retained by T.E.A.M. during the term of this Agreement and/or who terminates such association with T.E.A.M. within a period of two years either prior to or after Company's termination hereunder.
- b. Enforcement. This Agreement shall remain enforceable and shall survive the expiration or earlier termination of this agreement and shall not be deemed merged or extinguished by any act absent the specific written intention of the parties to do so. The undertakings contained herein relate to matters which are of a special, unique and extraordinary importance to T.E.A.M. and, that without such covenants, T.E.A.M. would be unwilling to enter into this agreement with the Company. A violation of any of the terms hereof would cause an irreparable injury to T.E.A.M., the amount of which may be impossible to estimate or determine and which may not be compensated adequately. T.E.A.M. may. at its sole option and in its exclusive discretion, take or exercise any and all remedies and actions available at law or equity, including but not limited to the following rights and remedies, concurrently, consecutively or alternatively. T.E.A.M. may file a suit in equity to enforce the terms and provisions hereof by obtaining the issuance of an Ex-Parte Restraining Order to enjoin and prohibit Company from such breach or threatened breach hereof. If the provisions of this Agreement are seemed overly restrictive, the court having jurisdiction may alter such provisions to provide for the maximum Protection of T.E.A.M. which is deemed reasonable under State law. Notwithstanding the foregoing, Company acknowledges that all of the provisions hereof are reasonable and waives any defense on such basis.
- 8. <u>Termination and Notice:</u> This agreement may be terminated by either party for a breach of the terms in this agreement by the other party which is not corrected within 45 days following the receipt of written notice thereof. This agreement may not be terminated otherwise during the contracted service period specified in paragraph 2 above. Discontinuation of services without cause may occur only at the conclusion of a given term of service. In the event the Company elects to terminate this agreement without a breach during the service period, the Company will be responsible for paying the total sums due for the remainder of the service term specified in paragraph 2, in addition to any other payments due T.E.A.M., whether or not T.E.A.M. continues to provide Wellness services. For purposes of agreement, notice shall be deemed received when deposited in the mail by certified or registered letter.

9. Insurance: Upon request, T.E.A.M. will provide Company with proof of current malpractice insurance.

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10. Miscellaneous Provisions:

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- a. This Agreement may be executed in several counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
- b. This Agreement contains the entire understanding of the parties and shall be amended only by written instrument signed by both parties.
- c. This instrument shall be governed by and interpreted under Michigan law. The exclusive jurisdiction and venue is Oakland County Michigan.
- d. This Agreement shall be binding upon the parties, all or any part thereof, their successors, acquiring all or any part of originally contracted Company, and assigns.

T.E.A.M.	City of Novi
BY:	BY:
PRINTED NAME: <u>Kent E. Sharkey</u>	PRINTED NAME:
TITLE: President & C.E.O.	TITLE:
DATE:	DATE:

EXHIBIT A

Healthy Team Wellness Program Get in the Game!

The Healthy Team, Get in the Game, Wellness Program components:

- <u>Consultation Prior to T.E.A.M. Implementation</u>: To insure compatibility with Company culture and other cost-containment, risk reduction and health promotion strategies, T.E.A.M. provides initial and annual consultation with key company officials.
- 2. <u>Wellness Coordinator Services:</u> Our dedicated wellness coordinator will support you in the planning and implementation of your Healthy Team Program. Your Wellness Coordinator will guide and educate you to each of the components of your program. They assist you in identifying which approaches to employee participation will work best with your employee population.
- 3. <u>Wellness Assessments and Surveys:</u> T.E.A.M. may provide surveys and assessments to evaluate your organization's engagement with employee wellness. T.E.A.M. may provide an anonymous online survey for employees to complete regarding their wellness needs and interests.
- On-site Health Screening: T.E.A.M. will help coordinate the following health screenings at your facility. This screening may include;
 - a. Health Heart Total & HDL Non-fasting, includes total, HDL, and ratio cholesterol screening,
 - b. glucose screening,
 - c. blood pressure and pulse rate screening,
 - d. BMI,
 - e. Individual counseling with a nurse (2-3 minutes per person)
- 5. <u>Health Risk Appraisal (HRA) Questionnaire</u>: T.E.A.M. will provide an online and/or paper tool that will provide Company employees with an assessment of their current health and quality of life. This tool promotes health awareness for individuals as it reviews individuals' personal lifestyle practices and reveals health issues that personal choices could impact. The HRA recommends healthy behaviors based on age group, gender, and risk factors. Individual profiles present the top three (3) personal risks and provides resources.
- Health & Wellness Articles: T.E.A.M.'s will provide a wellness website that is filled with comprehensive articles on important health topics including:
 - a. Arthritis
 - b. Ask the Doctor
 - c. Asthma
 - d. Blood Pressure
 - e. Cancer
 - f. Complementary Health
 - g. Eye Health
 - h. Fitness
 - i. Heart Diseases
 - j. Infectious Diseases
 - k. Men's Health
 - I. Nutrition
 - m. Safety
 - n. Seniors

- o. Smoking
- p. Sports Medicine
- q. Stroke
- r. Weight Management
- s. Women's Health
- t. Worksite Wellness
- u. Additional topics included

7. Promotion and Educational Support and Materials:

- a. Wellness Committee; Your T.E.A.M. Wellness Coordinator will facilitate the establishment of a Wellness Committee that will help promote wellness initiatives, be a wellness liaison to employees, and will help identify wellness opportunities for long-term organizational wellness.
- b. Health & Weilness Challenges; Employees will have access to health challenges, assessments, quizzes, and informational handouts on T.E.A.M.'s wellness website.
- c. **Healthier at Home** ; *Healthier at Home* is a self-care guide that provides the most up-to-date information on over 300 health topics. (one guide per covered employee)
- d. HealthTracker®; This pocket-size booklet provides a convenient way for employees to evaluate, track, and improve vital areas of health. (one booklet per covered employee)
- 8. <u>Wellness Coaching:</u> Upon completion of the HRA, Wellness Coaches will provide 3 telephonic coaching sessions with each participant over a consecutive six week period, beginning on the date of the first session. This six week period must occur during the current contract year.

T.E.A.M. will gain an understanding of the employee's wellness issue, the type of assistance necessary, the nature and scope of the issue, and the prudent course of action. A coach will help the employee define the issue and develop a course of action.

T.E.A.M. will refer wellness clients, when necessary, to appropriate medical professionals and facilities, longer-term counseling services, or to a community resource for the treatment of the employee's wellness problem. T.E.A.M. is not responsible for providing wellness clients with insurance verification nor is T.E.A.M. responsible for any treatment costs or any costs whatsoever covered or not covered by insurance. It is the wellness client's responsibility to verify their insurance eligibility, coverage, and to pay any and all deductibles, co-insurance and/or costs associated with treatment rendered by, or through, treatment providers. T.E.A.M. does not provide diagnosis, treatment, or medical advise of any kind.

T.E.A.M. does not provide medical assessment, treatment or other related medical services beyond the scope of Health Risk Appraisals (HRAs) and on-site biometric health screening. T.E.A.M. does not provide psychiatric services, psychological testing, detoxification, long-term psychotherapy, specialized mental health treatment for autism, dyslexia or mental retardation, child psychiatric services/testing, or inpatient, day treatment, residential or halfway house services for chemical dependency or mental health problems.

Coaching will be available by appointment. Times will be scheduled to accommodate the needs of the employees in a timely manner, except on the following holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Thanksgiving Friday.

9. <u>Aggregate Reporting:</u> A T.E.A.M. Aggregate Report based on the health screenings and Health Risk Appraisals (HRA) will be provided to management with a minimum of 50 participants.

Wellness Best Practices

Process

- Secure active executive support including objectives of both operational performance and healthy environment.
- Emphasize employee participation; health risk assessments (HRA); risk/disease identification; resources; low-risk maintenance and risk reduction.
- Consistently measure and improve key indicators, especially percent participation and percent low aggregate risk. Ideal outcomes follow 80% participation and 70% low-risk status.
- 4. Align participation with incentives and benefits.

Critical Programs

- 1. HealthHammer[™] or other strong Health Risk Assessment (HRA), including:
 - a. Biometric/metabolic measurements cholesterol, HDL, blood pressure, body mass index (BMI), diabetes risk, etc.
 - b. Assessment of psychological risk.
 - c. Assessment of risk taking.
 - d. Aggregate risk score (total risk stratification and triage).
 - e. Triage and follow-up.
- 2. Coaching.
- 3. Intervention.
- 4. All resources and data must be integrated and must continue each year.

Investment

- (\$100-400 per)eligible employee annually.
 - Regardless of whether program is administered in house or by a wellness firm.
 - Not including incentives or fitness center.

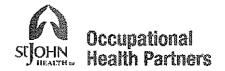
Amount Per eligible Employee Per Year (\$)	Program Description	
1-14	Minimal, Largely a "paper" program.	
15-27	Moderate with few activities.	
28-63	Medium with several activities.	
64-134	Fairly comprehensive with many good activities.	
135+	Comprehensive, strong, effective program.	

References:

- 1. Healthy, Wealthy & Wise, Wellness Councils of America, 1995. (Adjusted for inflation.)
- 2. Edington, D, The 25th Annual Wellness in the Workplace Conference Beyond Individual Risks and Behaviors, March 15, 2006, Ann Arbor, Mi.
- 3. The Cost of Wellness, welcoa.org/freeresources/pdf/goetzel_interview_cost.pdf.
- 4. Edington D. Emerging research: A view from one research center. Am J Health Promot. 2001;15;341-349.
- 5. Healthy, Wealthy & Wise, Wellness Councils of America, 1995.
- The Seven Benchmarks (The Well Workplace Process). The Wellness Councils of America.







Your partner in workplace health & wellness

(248) 549-4247





Corporate Wellness & Screenings

City of Novi Wellness Proposal for 2008-9

Wellness Screenings:

-Designed to measure the health and fitness level of employees and assess disease risk. Data is used to create population-based wellness programs. These screenings are done onsite and require up to 10 minutes per person to complete. We recommend these screenings in conjunction with a Health Risk Appraisal.

Option 1 (\$30/person)

- Cardiovascular Test
- Strength Test
- Flexibility Test
- Body Composition
- Blood Pressure
- Cholesterol
- Chair Massage

Option 2 (\$10/person)

- Cardiovascular Test
- Strength Test
- Flexibility
- Body Composition
- Blood Pressure
- Chair Massage

Comprehensive Lifestyle Plan: Health Risk Appraisal & Personalized Wellness Plan:

A targeted approach to reducing health care costs and improving employee lifestyles over one-year is proposed.

This plan includes a paper and pencil questionnaire which provides a data report of associated disease risks responsible for high health care costs among employees. BCHI will provide individual results and feedback to employees, as well as an aggregate data report of associated risks to Human Resources. Onsite wellness screenings (see option 1 and 2 above) are combined with HRA scores to create a personalized fitness and lifestyle plan for each employee. Coaching sessions will be provided with our certified Exercise Physiologists as well as quarterly re-screenings to ensure continued commitment and motivation among employees. Finally, quarterly lectures targeting health risks and unhealthy behaviors identified in the HRA will be provided onsite.

- Health Risk Appraisal
- Wellness Screenings
- Personalized Fitness / lifestyle Plan
- Quarterly re-screenings and plan update
- 3 individual Coaching / Goal-setting sessions
- Quarterly Lunch n' learn sessions

\$360/person/year

BCHI Corporate Membership

Walking track

- Cardiovascular equipment
- Nautilus strength equipment
- Group exercise studios
- Indoor lap pool
- Heated therapeutic pool
- ●Sauna
- Coffee/juice bar
- Relaxation lounges
- Massage and personal training packages available

\$58/per person /month -Volume discounts apply