

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS/TAG
EAP AMENDMENT**

This document, appropriately executed, amends the original service agreement dated June 15, 2000. **This document should be attached to the original service agreement.**

Effective January 1, 2004, TAG agrees to provide services to an additional nine (9) employees at the Nassau County Supervisor of Elections as stated in the original agreement. EAP services include a 1-hour diagnostic interview and unlimited counseling sessions.

**TAG EAP CONTRACT BUDGET
February 5, 2004**

EAP Services

9 additional employees x \$1.55 per employee per month x 12 months.....\$167.40

Vicki P. Cannon 2/9/04
Supervisor of Elections Date
For: Nassau County Board of County
Commissioners -
Supervisor of Elections
Office

Linda Allen 2/6/04
Date
Linda Allen
President
For: The Allen Group

DEPARTMENT OF
HUMAN RESOURCES

2004 FEB 11 PH 3:35

AGREEMENT

DEPARTMENT OF
HUMAN RESOURCES

2000 JUN - 8 AM 8:30
THIS AGREEMENT is made and entered into this 31st day of May, 2000, by and between the Nassau County Board of County Commissioners, with its principal address at P.O. Box 1010, Fernandina Beach, FL 32035-1010 (hereinafter referred to as "NCC"), and The J.D. Allen Group, Inc., a Florida corporation with its principal place of business at 2965 West State Road 434, Suite 100, Longwood, FL 32779 (hereinafter referred to as "TAG").

1. TAG agrees to provide NCC with employee assistance program services which may include diagnostic, in-house treatment, and further referral services for, and on behalf of, NCC employees and family members who have, or may have, personal problems as set forth in the TAG EAP contract budget (attached).
2. NCC employees will be referred to TAG by self-referral, family referral, or NCC supervisors.
3. NCC does not guarantee any number or quantity of referrals, rather such referrals shall be made on an as-needed basis.
4. Both TAG and NCC shall use their best professional efforts to maintain the confidentiality of the services that TAG performs. TAG shall observe such standards of professionalism and ethics as are generally observed in the field of employee assistance programming (psychiatry, psychology, social work, mental health services).
5. Quarterly, TAG shall complete and submit a statistical report, detailing numbers and types of employee problems seen. Other general statistics will be submitted only after any chance of individual identifying information has been eliminated.
6. This agreement is for continuing services beginning June 15, 2000. After the initial twelve month period, either party may cancel this service agreement with ninety days written notice. No such restriction will apply, where documented cause exist (e.g., unanswered and unresolved issues). However, if NCC terminates services for convenience (e.g., consolidation, cost reduction), NCC is responsible for the balance of the current, contracted period.
7. This agreement is based on this contract and the TAG EAP contract budget, dated May 31, 2000 at \$1.50 per employee per month. The number of employees listed on the TAG EAP contract budget (attached) will be used for billing for the coming year unless an exceptional change to the employee population (5% or more) occurs and TAG is notified. The subsequent year increases will be as follows: second year (0%), third year (3%), fourth year (0%), fifth year (3%).
8. TAG will bill NCC quarterly in advance in accordance with the EAP contract budget. If NCC is more than ten (10) days late in making any payment, in addition to such payment, NCC will pay a late charge of the lesser of \$250.00 or 5% of the payment in default.


9. Upon termination of this Agreement, all active clients of TAG, all caseload information regarding NCC employees, and any other information regarding client treatment shall remain the sole property of TAG.
10. TAG agrees to indemnify and hold harmless NCC and its employees from any claim which may arise by reason of TAG's performance of services pursuant to this Agreement. TAG further agrees to maintain appropriate professional liability and malpractice insurance during the entire period this contract is in force.
11. This Agreement shall be construed under the laws of the State of Florida.
12. Neither party may assign this Agreement without the express written consent of the other
13. Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce their decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this agreement arising out of or relating to this agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court's approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by TAG. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

NCC's interest in executing this agreement is to benefit its employees. Due to the unique, varying and evolving requirements of NCC's EAP, it is anticipated that frequent and regular program consultations between TAG and NCC Human Resources office and others may be required upon matters of planning, training, and employee awareness. Verbal agreements resulting from such consultations which do not contradict the terms of this written Agreement shall be honored by both parties. Any disagreement as to technique or practice which is not resolved shall be reduced to writing and duly noted by each party.

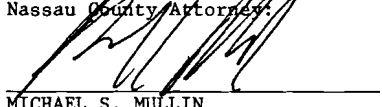
Executed this 12th day of June, 2000



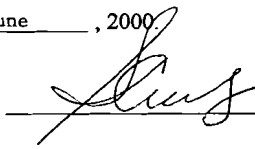
NICK D. DEONAS
CHAIRMAN

Attest: 
J. M. "Chip" Oxley, Jr.
for: Nassau County Board of County
Commissioners

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN



5/31/00
Date

Salvatore Curto, M.A.,
Vice President
Chief Operating Officer
for: The Allen Group

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS / TAG EAP CONTRACT
BUDGET
May 31, 2000**

Management Training/Employee Orientation

1.0 - 1.5 hour management training sessions
45-minute to 1-hour non-management employee orientation sessions
Seven management training sessions and seven employee orientation sessionsIncluded
(Additional trainings/orientations available at \$85.00 per session, plus travel expenses)

The management training sessions show the managers how to use the Employee Assistance Program as a management tool to return their subordinate's performance to acceptable levels. How to make referrals, what limited information to expect, how to observe behavior, etc. are detailed.

The non-management employee orientation sessions describe, in detail, how an individual may voluntarily and confidentially use the service.

A video-training tape is furnished for all off-site training and orientation. The tape may also be used for new-hire orientation as well.

Program Development Consultation

Policy development, strategic planning, training scheduling, start-up and periodic process evaluation consultationIncluded

Consultation with NCC regarding program development and ongoing EAP integration issues will be accomplished by TAG staff. Time allocated by mutual consent of NCC and TAGIncluded

Expertise in the areas of program acculturation, implementation planning, media development, staff selection, program evaluation, and face-to-face senior executive feedback is extremely important for the development of appropriate organizational support.

Printed Materials

Brochures, letters, policy statements, posters, business-size EAP cardsIncluded
(Custom printing available at additional charge).

A critically important aspect of "conditioning the market" is communicating with the employee body on all possible levels. This includes EAP information in the form of newsletter articles, posters for bulletin boards, letters sent to the employees families, business card size EAP instructions, published policy statement, etc.

EAP Services

TAG's Unlimited Short-Term Counseling (USTC) will provide eligible employees and family members with access to qualified counselors. Brief Therapy includes an unlimited number of sessions (an average of 3.5 to 4.5 1-hour counseling sessions) with a qualified, licensed mental health/substance abuse professional. The USTC format will be utilized when the treating professional's initial assessment, typically one (1) to two (2) sessions, determine that a client's concerns can be resolved within the USTC model. However, if the assessment indicates a need for long term counseling or specialized assistance, i.e., chemical dependency treatment, a referral will be made to an appropriate resource. For 256 full and part-time employees, including family members, in Nassau County, FL at \$1.50 per employee per month.

Many employees require brief therapy intervention delivered by the EAP. In many instances it is not good clinical practice to refer out problems that the EAP counselor is qualified to handle. For this reason, most employees will be counseled directly by the EAP program.

Initial consultation with plan attorneys for each new legal problem/question. Other services include 24-hour web site access, on-line legal document library, and preparation of simple wills, documentation review (up to five pages) and third party letters. Employees and family members are eligible for discounted fees for complicated legal matters and/or representation.

Initial consultation with financial planners to evaluate financial status. Employees and family members receive discounted rates for plan preparation and financial services, if desired. Access to 24-hour web site. On-site, periodic seminars can be scheduled covering Estate Planning, Financial Planning or a combination of the two. Two-year money-back guarantee to members (financial planning fees).

Brown Bag Workshops
TAG will furnish NCC with five (5) "Brown Bag" workshop hours at no additional charge.
(Additional workshop hours available at \$100.00 per hour, plus travel expenses)

Critical Incident Stress Debriefing Services
TAG will furnish NCC with four (4) CISD hours per year at no additional charge.
(Additional CISD hours available at \$250.00 per hour, plus travel expenses)

Drug Free Work Place Training
TAG will furnish NCC with two (2) Drug Free Work Place trainings at no additional charge.

Establishment of Toll Free 24-hour EAP Phone Service
TAG will furnish NCC with two (2) Drug Free Work Place trainings at no additional charge.
Includes 8:30 a.m. to midnight, Monday through Friday staff-answered, and other hours answered by professional physician's answering service with EAP counselors on call.
Included

CONTRACT TOTAL
\$4,608.00*

*Final yearly contract total may vary based upon the exact number of employees.