

EAP SERVICES AGREEMENT

THIS EAP SERVICES AGREEMENT ("Agreement") is made and entered into this 14th day of April, 2004, by and between Nassau County Board of County Commissioners, with its principal place address of P.O. Box 1010, Fernandina Beach, FL 32035-1010 (hereinafter referred to as "NCBCC"), 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 NCBCC with employee assistance program ("EAP") services ("Services"), which may include diagnostic, in-house treatment, and further referral services for, and on behalf of, that number of 387 Eligible Employees (as defined in the TAG EAP Contract Budget attached hereto as Exhibit A and made a part of this Agreement ("Contract Budget"), as such number may be adjusted from time to time as provided herein, and Eligible Family Members (as defined below) of such Eligible Employees who have, or may have, personal problems. Eligible Family Members shall mean spouses, dependent children (whether at home or away from home and including children subject to joint custody agreements) and extended family members of Eligible Employees residing in the home of the Eligible Employee, as well as significant other domestic partners of Eligible Employees. Prior to TAG's commencement of services under this Agreement, NCBCC shall provide TAG with a listing of all current Eligible Employees in such format as reasonably may be required by TAG. NCBCC shall provide TAG with an update to such listing on not less than an annual basis. NCBCC acknowledges that such listing is necessary for TAG to provide services under this Agreement only to those persons eligible to receive such services. Accordingly, if NCBCC fails to provide TAG with any such listing as required under this Section 1, then NCBCC agrees that it shall be liable to compensate TAG for all services provided under this Agreement to persons listed as Eligible Employees under the most recent listing provided to TAG, notwithstanding that such person is no longer eligible to receive services under this Agreement. TAG shall have the right to suspend the performance of any services under this Agreement pending the receipt of the Eligible Employee listing.
2. 387 Eligible Employees may be referred to TAG by self-referral, family referral, or NCBCC supervisors.
3. NCBCC does not guarantee any number or quantity of referrals; rather such referrals shall be made on an as-needed basis.
4. Both TAG and NCBCC 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. On or before 30 days following the end of each calendar quarter during the term of this Agreement, TAG shall complete and submit a statistical report, detailing numbers and types of employee problems seen. Other general statistics will be submitted only after all individual identifying information has been eliminated.
6. This Agreement is for Services rendered during the twelve-month period commencing October 1, 2004 and ending on the last day of September, 2005 ("Initial Term"). This Agreement shall automatically renew for additional terms of twelve months each (each a "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement not less than ninety (90) days prior to the expiration of the then current term.
7.
 - A. After the initial twelve (12) months, either party may cancel this Agreement at any time for any reason by giving not less than ninety (90) days written notice to the other party.
 - B. In the event that one party breaches any material obligation under this Agreement ("Default"), the other party shall give the breaching party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching party fails to cure the specified breach to the reasonable satisfaction of the non-breaching party within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), then the non-breaching party shall have the right to terminate this Agreement, effective upon thirty (30) days prior written notice to the breaching party ("Termination Notice"). The non-breaching party's right to terminate this Agreement shall automatically expire if the breaching party has cured the breach prior to the breaching party's receipt of the Termination Notice. The right of either party to terminate in any such case shall be in addition to any other rights and remedies they may have or at law or in equity.
 - C. Either party may, at its option, terminate this Agreement effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default":
 1. The other party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors;
 2. Any affirmative act of insolvency by the other party or the filing by or against the other party (which is not dismissed within ninety (90) days) of any petition or action under any bankruptcy, reorganization, insolvency arrangement, liquidation,

dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors;

3. Or the subjection of a material part of the other party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

Upon the expiration or any termination of this Agreement, NCBCC shall pay TAG all Base Compensation and other sums due TAG through the expiration date or the effective date of termination, as applicable.

8. As compensation for the Services to be provided hereunder during the Initial Term, NCBCC shall pay TAG the Base Compensation (as defined in the Contract Budget) together with all additional sums which may be payable to TAG as set forth in the Contract Budget. All compensation shall be payable as set forth in Section 9 below. The parties hereto acknowledge that the Base Compensation is based on the number of Eligible Employees as set forth in the Contract Budget and as verified by TAG pursuant to the listing of Eligible Employees provided under Section 1 above. The parties agree that number of Eligible Employees shall be reviewed on an annual basis. The Base Compensation shall be adjusted appropriately to reflect changes in the Eligible Employee population only in the event that there is a change (whether an increase or a decrease) in the Eligible Employee population of 5% or more. Any decrease or increase in the Base Compensation resulting from a decrease in the Eligible Employee population shall be prospective only commencing with the next scheduled invoice by TAG and shall not apply retroactively unless expressly agreed to by TAG in writing. Failure of NCBCC to timely notify TAG of a decrease in the Eligible Employee population of 5% or more shall constitute waiver by NCBCC of its right to reduce any compensation payable to TAG hereunder based on the count of such Eligible Employee population for the applicable year. NCBCC acknowledges that TAG must rely on NCBCC for accurate Eligible Employee information. Accordingly, failure of NCBCC to timely and accurately notify TAG of an increase in the Eligible Employee population by five 5% or more in any applicable year as required herein shall not affect a waiver of TAG's rights to an increase in any compensation payable to TAG hereunder based on the count of such Eligible Employee population for the prior year.
9. TAG will bill NCBCC quarterly in advance in accordance with the EAP Scope of Services. The terms of the invoice shall be thirty (30) days. If NCBCC is more than ten (10) days late in making any payment (which shall be 40 days from date of invoice), in addition to such payment, NCBCC will pay a late charge of the lesser of \$250.00 or 5% of the payment in default.
10. NCBCC acknowledges and agrees that all processes, methods, procedures, software, statistical research and analysis, training methods and training materials used by TAG in the performance of the Services, and all reports, notes or other information concerning discussion, analysis and

evaluation of Eligible Employees (collectively, "TAG Information") shall be and remain the property of TAG. Upon termination of this Agreement, all active clients of TAG who are Eligible Employees shall remain clients of TAG, and all caseload information regarding NCBCC Eligible Employees, and any other information regarding treatment of Eligible Employees shall be and remain the sole property of TAG. Upon termination of this Agreement, all TAG equipment and TAG Information in the possession of NCBCC upon termination of this Agreement, whether in hard-copy or soft copy, including shall be returned to TAG.

11. Each of TAG and NCBCC ("Indemnitor") hereby indemnifies, holds harmless and agrees to defend the other party and its respective employees, officers and directors (collectively, "Indemnitee") from and against any and all damages, losses, liabilities, actions, proceedings (whether legal or administrative), demands, and expenses (including but not limited to reasonable attorneys' fees) threatened, asserted or filed by a third party against the Indemnitee, but only to the extent that such third party claims arise out of:

i) The Indemnitor's breach of any warranty, representation or obligation of this Agreement or the Idemnitor's failure to properly perform under this Agreement, or:

ii) Any tortuous (including, without limitation, negligent), reckless, criminal or intentional act or omission to act of the Indemnitor, its employees or agents.

In order to claim indemnification under this Section, the Indemnitee must promptly notify the Indemnitor of the facts and circumstances which may give right to a claim for indemnification. The Indemnitor shall be entitled to actively participate in the defense, compromise, settlement, resolution or other disposition of any such claim or proceeding by counsel of the Indemnitor's own choosing and at the Indemnitor's own expense.

The Indemnitor may not settle such claim or proceeding without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed. The Indemnitee cannot settle such claim or proceeding without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld or delayed. TAG further agrees to maintain appropriate professional liability and malpractice insurance during the entire period this contract is in force.

12. This Agreement shall be construed under the laws of the State of Florida, without regard to Florida's choice of law provisions. Venue for any action brought under this Agreement shall lie in Seminole County, Florida.

13. Neither party may assign this Agreement without the express written consent of the other.

14. In the event litigation of any dispute between the parties is instituted concerning this Agreement or its enforcement, the prevailing party in such litigation shall be entitled to collect in such action from the non-prevailing party all costs of such litigation, including reasonable attorney fees at all levels of proceedings.
15. NCBCC's interest in executing this agreement is to benefit its Eligible Employees. Due to the unique, varying and evolving requirements of NCBCC's EAP, it is anticipated that frequent and regular EAP program consultations between TAG and the NCBCC 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 reduced to writing and shall constitute an amendment to this Agreement upon execution thereof 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; **provided, however, that the terms of this Agreement shall control as to any disputed technique or practice.**
16. This Agreement constitutes the entire understanding between the parties and supersedes all negotiations, representations, prior discussions and preliminary agreements between the parties. This Agreement shall be construed as though both parties had drafted it. This Agreement may not be modified except by a written document signed by authorized representatives of both parties.
17. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY SHALL HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
18. This Agreement may be executed in counterparts, and in such event, all of such executed copies shall have the same force and effect as the executed original, and all of such counterparts, taken together, shall have the effect of a fully executed original.

Executed this 9th day of June, 2004

Floyd L. Vanzant 6-09-04
Date

Print Name: Floyd L. Vanzant

Title: Chairman

for: Nassau County Board of
County Commissioners

ATTEST:

J. B. "Chip" Oxley, Sr.
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney

Michael S. Mullen
Michael S. Mullen

Linda Allen 7/14/04
Date

Linda Allen

President

for: The Allen Group

EXHIBIT A

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS / TAG EAP CONTRACT
BUDGET**

April 14, 2004

The Services shall include the following services at the following prices:

1. EAP Management Training/Employee Orientation:

Seven (7) 1.0 - 1.5 hour management training sessions
Seven (7) 45-minute to 1-hour non-management employee orientation sessionsIncluded
(Additional trainings/orientations available at \$100.00 per session, plus travel expenses.)

For the EAP to be successful, training must be conducted within the first 90 days.

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. Instruction in 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.

2. EAP Program Development Consultation:

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

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

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.

3. EAP Printed Materials:

Brochures, letters, policy statements (if needed), posters, business-size EAP cards, etc. Reprints for up to 20% of Eligible Employees will be furnished at no additional cost after first annual yearIncluded

(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 Eligible Employees' families, business card size EAP instructions, published policy statement, etc.

4. EAP Services:

TAG's Unlimited Short-Term Counseling (USTC) will provide Eligible Employees and Eligible Family Members with access to qualified counselors. Brief Therapy includes an unfixed 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, determines 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. The Base Compensation for 387 full-time, part-time, seasonal and temporary employees ("Eligible Employees") is \$1.60 per employee per month, including Eligible Family Members of such Eligible Employees, located in Nassau County, FL.....\$7,430.40

Many Eligible 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 Eligible 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. Eligible Employees and Eligible Family Members are eligible for discounted fees for complicated legal matters and/or representation.

Grow
1.55 to
\$ 1.60

Initial consultation with financial planners to evaluate financial status. Eligible Employees and Eligible 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. Members of the financial plan receive a ninety-day money-back guarantee (covering financial planning fees) in the event of their dissatisfaction with the plan.

5. Brown Bag Workshops:

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

6. Critical Incident Stress Debriefing Services:

TAG will furnish NCBCC with four (4) CISD hours per year at no additional charge. (Additional CISD hours available at \$250.00 per hour, plus travel expenses)

Immediate Response CISDs (within 2 - 4 hours following an incident) are available on an optional basis at \$275 per hour, plus a flat per person travel fee of \$195.

TAG will provide a clinician on site (COS) when a CISD is not required. This option is available at \$275 per hour, plus a flat per person travel fee of \$195.

7. Establishment of Toll Free 24-hour EAP Phone Service:

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: Base Compensation **\$7,430.40**

Agenda Request:

~~May 24, 2004~~

June 9,

Department:

Human Resources

Background:

The Employee Assistance Program Service Agreement is for five years (6/15/00 to 6/15/05) and would leave us in the middle of a budget year. The Employee Assistance Program is very valuable and important to the employees. It also provides training sessions and supervisory referrals.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Cost increase of .05 per employee (from \$1.55 to \$1.60 per employee). The Base Compensation for 387 employees is \$1.60 per month for 2004-2005 budget year will be \$7,430.40. (Total cost increase of \$193.50 per year)

Action requested and recommendation:

HR requested that The Allen Group (EAP) make changes to the last year (2005) and extend the agreement of the contract to run from 10/1/04 through 9/30/05 to coincide with the fiscal budget year.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

N/A

Funding Source:

General Fund 01122513 531037

Reviewed by:

Department Head

Chris A. Pope

Legal

Finance

[Signature]

Chairman

Alond Vanzant

Grants

APPROVED

DATE 6-9-04 *JAB*

04 MAY 24 PM 4:52

COUNTY COORDINATORS OFFICE

RECEIVED
5/3/04

MEMORANDUM

TO: Mike Mullin
FROM: Chili Pope
DATE: April 30, 2004
SUBJECT: EAP Services Agreement

ORIGINAL

Please review the "Allen Group", Employee Assistance Program Service Agreement for October 1, 2004 through September 30, 2005. Attached are two originals, one to be kept on file and the other returned to the HR department to be sent to the Allen Group.

The original Service Agreement began June 15, 2000 for five years ending June 14, 2005, which would leave us in the middle of the budget year. The Human Resources Department requested that the "Allen Group" make changes to the last year and extend the agreement of the contract to run from October 1, 2004 through September 30, 2005 to coincide with fiscal budget year.

This program is very valuable and important to the employees and also provides training sessions for employees as a group.

Cost in 2000 was 1.55 per month, per employee.
Cost in 2004-2005 budget year is 1.60 per month per employee.

The original Service Agreement is attached.

pb

ORIGINAL

Attachments:

EAP Service Agreement dated 6-15-00 through 6-15-05
EAP Service Agreement dated 10-01-04 through 9-30-2005