

## AGREEMENT

**THIS AGREEMENT** is made and entered into effective as of the 1st day of October, 2008, by and between HORIZON BEHAVIORAL SERVICES, LLC d/b/a Horizon Health EAP Services, a Delaware limited liability company ("HBS"), and Nassau County Board of County Commissioners, a Florida corporation ("Employer").

### RECITALS:

**WHEREAS**, HBS provides administrative, counseling and referral services to employers for Employee Assistance Programs established for the benefit of their employees and their dependents; and

**WHEREAS**, Employer has established an Employee Assistance Program pursuant to ERISA for the benefit of its eligible employees and other eligible persons; and

**WHEREAS**, HBS is willing and able to provide the EAP Services described herein for the Employee Assistance Program established by the Employer;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

### Article I Definitions

1.1 "Claim" shall mean a written claim on the form designated by HBS that is presented to HBS by an EAP Provider for EAP services rendered by the EAP Provider to a Covered Person and is for a date of service that occurred during the term of this Agreement.

1.2 "Covered Person" shall mean an Eligible Employee or an Eligible Dependent.

1.3 "EAP Services" shall mean the individual counseling, marital counseling, and/or family counseling associated with work-related problems, parent-child differences, disease management or wellness programs, and substance abuse issues; telephone consultation; management consultation services; and referral services described in Exhibit "A" attached hereto.

1.4 "Eligible Dependent" shall mean the spouse or minor child of an Eligible Employee or any person residing in the Eligible Employee's household who is eligible to receive services from the Employee Assistance Program.

1.5 "Eligible Employee" shall mean a full-time or part-time employee, or COBRA beneficiary of Employer who is eligible to receive services under the Employee Assistance Program as established by the Employer.

1.6 "Employee Assistance Program (EAP)" shall mean the program established by Employer pursuant to ERISA to provide Covered Persons with an assessment of a personal, emotional, marital, family, financial, or legal problem and either: (a) a referral of the Covered Person to an appropriate health care provider, counselor, or other resources to resolve the presenting problem as appropriate, or (b) brief short-term counseling by an EAP counselor to resolve the presenting problem, as appropriate.

1.7 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

## **Article II** **Duties of HBS**

2.1 Employee Assistance Program Services. During the term of this Agreement, HBS shall provide certain services to the Employee Assistance Program as described below:

(a) HBS shall provide those EAP Services to the Employee Assistance Program described in Exhibit "A" attached hereto and made a part hereof.

(b) HBS shall provide, for the benefit of Covered Persons, one or more EAP counselors who may be either employees of HBS (a "HBS Counselor") or independent contractors of HBS (an "EAP Provider"). Each EAP counselor shall be either a mental health counselor, clinical social worker, marriage and family counselor, clinical psychologist, certified addiction professional, or other Master's level behavioral professional, as appropriate, and each such EAP counselor shall have an appropriate state professional license.

(c) Non-emergency EAP Services shall be provided by appointment only either at the office of an EAP Provider or telephonically with a HBS Counselor. Access to an EAP Provider or HBS Counselor will be available through either a referral of a Covered Person by Employer to HBS or by Covered Person self-referral to HBS.

(d) In the event the Covered Person's presenting symptoms require non-mental health and/or substance abuse specialized care, e.g. a legal problem, housing problem, or consumer credit problem, the EAP Provider or HBS Counselor shall refer such Covered Person to an appropriate pre-selected resource. Referral shall also be made for acute care needs, psychiatric care, and problems not amenable to short-term counseling, e.g. major depression, psychosis, panic disorder, and severe chemical dependency. Fees for professional services rendered by resources other than an EAP Provider or HBS Counselor or for non-EAP Services, if any, shall be the responsibility of the Covered Person and not the responsibility of HBS.

(e) HBS shall have the sole financial responsibility to pay each Claim for EAP Services rendered by an EAP Provider of HBS from its own funds. In no event, including, but not limited to non-payment by HBS or a breach of this Agreement by HBS or Employer, shall an EAP Provider of HBS bill, collect any payment, or seek reimbursement from a Covered Person for EAP Services.

(f) Neither HBS, a HBS Counselor nor the EAP Provider shall assume any responsibility for the supervision of, or the employment status of, any employee of Employer; such supervision and/or decisions regarding the employment status of an employee of Employer shall be the sole responsibility of Employer.

(g) On or before 30 days following the end of each calendar quarter during the term of this Agreement, HBS 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.

2.2 Preparation and Maintenance of Business Records. HBS agrees to prepare and maintain, for each Covered Person receiving EAP Services under this Agreement and for each Claim received by HBS, adequate business records documenting the EAP Services arranged by HBS and the adjudication of such Claim. Such records shall be in the form, contain such information, and be retained for such time period as is required by applicable federal and state laws, licensing requirements, and professional standards governing the provision of EAP Services; provided, however, that in no event shall such records be retained for less than seven (7) years. HBS' obligation to maintain such records shall not terminate upon the termination of this Agreement.

2.3 Licensure and Conduct. During the term of this Agreement, HBS shall comply with all applicable federal and state licensing requirements and shall perform the EAP Services in conformance with all applicable federal and state statutes, regulations, and rules.

2.4 Liability Insurance. During the term of this Agreement, HBS, at its sole cost and expense, shall procure and maintain professional liability insurance covering its activities under this agreement with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. HBS shall provide written evidence of such coverage to Employer upon its request, and HBS shall give the Employer at least thirty (30) days advance written notice of cancellation of any such professional liability insurance.

2.5 Final Authority; Plan Administrator. HBS acknowledges and agrees that Employer shall retain all final authority and responsibility for the Employee Assistance Program including, but not limited to, compliance with ERISA and any other state or federal law applicable to Employer or the administration of the Employee Assistance Program. HBS and Employer agree that HBS' role shall be limited to that of providing the EAP Services on behalf of Employer in accordance with the Employee Assistance Program and this Agreement. HBS shall not for any purpose be deemed the Employer's "Plan Administrator" or a "fiduciary" under ERISA or otherwise. Employer shall be responsible for the preparation and filing of any reports, returns, or disclosures required by the U.S. Department of Labor, the Internal Revenue Service, or any other federal or state agency.

2.6 Liability. HBS shall not be liable to Employer or any other person for any mistake of judgment or other action taken in good faith, or for any loss or damage occasioned thereby, unless the loss or damage is due to HBS' gross negligence, criminal conduct, or

fraudulent acts. HBS shall not be liable for the acts of any independent contractor EAP Provider providing counseling services to Covered Persons.

### **Article III** **Duties of Employer**

3.1 Compensation to HBS. Employer agrees to pay HBS for the EAP Services rendered to Employer under this Agreement on a quarterly basis a fee of One Dollar and Sixty Cents (\$1.60) per Eligible Employee/per month (the "EAP Fee") for the first three (3) years for the services to be performed pursuant to this Agreement, and the ability to renegotiate each subsequent contract year thereafter. The EAP Fee shall be due and payable on the 1st day of the first month of each contract quarter during the term of this agreement. The total quarterly fee shall be based upon the number of Eligible Employees as of the first day of the previous month. The count of Eligible Employees and the resultant fee amount due for each service, may be amended or corrected by Employer for a period of ninety (90) days subsequent to the month for which the fees are due, based on submission of corrected census information. If HBS is not paid within the time period set forth above, then, in addition to such delinquent payment, Employer shall pay HBS a late payment charge equal to one and one-half percent (1.5%) of the delinquent payment which charge shall accrue monthly until the delinquent payment is paid in full. The rates on which the EAP Fee is based shall be guaranteed for an initial three (3) year period. During that three (3) year period, if the number of Eligible Employees is reduced by more than twenty percent (20%) HBS reserves the right to review pricing or negotiate new pricing if necessary based on the number of Eligible Employees. Conversely, if the number of Eligible Employees is increased by more than twenty percent (20%), Employer reserves the right to review pricing and request the re-negotiation of new pricing if necessary.

3.2 Census Reports. For each contract quarter while this Agreement is in effect, Employer shall deliver to HBS a count of the number of Eligible Employees for that contract quarter. An authorized Employer Representative is required to sign the approved Employee Census confirming the current Employee count (Exhibit "B"). At least once per year, HBS may request a complete Eligibility Report listing the name of each County Employee and the date that such person became eligible for benefits under the Employee Assistance Program (the "Eligibility Report"). The Eligibility Report may be in an electronic data processing format compatible with HBS' electronic data processing system. HBS shall have no duty to verify the information in any Eligibility Report.

### **Article IV** **Term of Agreement/Termination**

4.1 Term. This Agreement shall be effective as of the 1st day of October, 2008, and shall remain in full force and effect for a period of three (3) years and thereafter shall automatically renew for successive one-year terms until terminated in accordance with the terms of this Agreement. This Agreement may automatically terminate upon the mutual written agreement of the parties hereto.

4.2 Termination for Cause. Notwithstanding Section 4.1 above, either party may terminate this Agreement upon ninety (90) days prior written notice (the "Notice") to the other party in the event: (a) the other party shall fail to perform any material duty or obligation imposed upon it by this Agreement; provided, however, that the breaching party does not cure such breach within ninety (90) days following written notice from the non-breaching party specifying the facts underlying the non-breaching party's claim that the other party is in breach of this Agreement and requesting that such breach be cured; or (b) the other party becomes "bankrupt" as defined below. As used herein, a party shall be deemed to be "bankrupt" if: (i) an involuntary petition under any bankruptcy or insolvency law is filed with respect to a party or a receiver of, or for the property of, such party is appointed without the acquiescence of such party, which petition or appointment remains undischarged or unstayed for an aggregate period of ninety (90) days (whether or not consecutive); or (ii) a voluntary petition under any bankruptcy or insolvency law is filed by or on behalf of such party, or a receiver of or for the property of such party is acquiesced in by such party, or such party does any similar act of like import.

4.3 Termination Without Cause. Notwithstanding Section 4.1 above, either party may terminate this Agreement without penalty at any time without cause upon ninety (90) days advance written notice. Employer may terminate this Agreement without cause upon one (1) month advance written notice with payment of a penalty of one additional monthly EAP Fee to be paid at the date final payment for month one (1). The penalty EAP Fee shall be identical to the month one (1) or final month EAP Fee.

4.4 Provision of Services Upon Termination. Upon termination of this Agreement in accordance with Sections 4.1, 4.2 or 4.3 above, if an EAP Provider is providing EAP Services with regard to a Covered Person who is in treatment on the date of termination of this Agreement, then Employer may request, and at its option, HBS may agree, that HBS will continue to provide EAP Services, for up to a maximum of three (3) sessions with the Covered Person. Employer agrees to compensate HBS for any EAP Services provided after the expiration or termination of this Agreement at a rate of **Eighty Dollars (\$80.00)** per session.

## Article V General Provisions

5.1 Recitals. The parties acknowledge that the statements contained in the Recitals above are true and correct, and the Recitals are incorporated herein by reference and made a part hereof.

5.2 Independent Contractor. This Agreement is not intended to create, nor is it to be construed as creating, any relationship between HBS and Employer other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither HBS nor Employer nor any of their respective officers, directors, or employees, shall act as or be construed to be the agent, employee, partner or representative of the other.

5.3 Remedy. If HBS fails to fulfill its obligation to Employer as specified in this Agreement, Employer's sole and exclusive remedies are: (a) HBS will again perform the EAP Services to the extent reasonably necessary to correct the failure; (b) If HBS is unable to correct the failure within ninety (90) days timeframe or an equivalent acceptable level, Employer has the right to recover an amount equal to charges paid to HBS for defective services. HBS' liability on any claim for damages arising out of this Agreement shall be limited to direct damages, and shall not exceed the cost of services under this contract.

HBS or its affiliates, including any of their officers, directors, employees or agents, shall not be liable for any indirect, incidental or consequential damages, including, but not limited to, lost profits, lost revenues, or failure to realize expected savings sustained or incurred in the performance or non-performance of the work under this Agreement.

5.4 Dispute Resolution. In the event that the parties hereto are unable to resolve any dispute regarding the interpretation or application of any provision of this Agreement through good faith negotiations, such dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator shall have no power to award punitive or exemplary damages or to ignore or vary the terms of the Agreement; the arbitrator shall be bound by controlling law. In no event shall Employer disclose or discuss, directly or indirectly, any such dispute, disagreement or grievance concerning this Agreement with any entity other than legal counsel.

5.5 HIPAA Compliance. Each party acknowledges that the use and disclosure of individually identifiable health information is limited by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 CFR Parts 160 and 164, the federal security standards contained in 45 CFR Part 160, 162 and 164 and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162, all collectively referred to herein as the "HIPAA Requirements." Each party agrees to comply with the HIPAA Requirements to the extent applicable to such party and further agrees that it shall not use or further disclose Protected Health Information (as defined under the HIPAA Requirements) other than as permitted by the HIPAA Requirements. The parties further agree to execute such other agreements and understandings as may be necessary or required to satisfy all HIPAA Requirements applicable to this Agreement and the transactions contemplated hereby.

5.6 Indemnification.

(a) HBS shall indemnify and hold Employer harmless from any and all liability (including without limitation reasonable attorneys fees) arising from acts of fraud, negligence, or dishonesty and any errors and omissions committed by HBS, its officers, employees or agents, in connection with or a result of the performance of this agreement.

(b) HBS shall indemnify and hold Employer harmless from any and all liability (including without limitation reasonable attorneys' fees) arising from by reason of any real or alleged professional malpractice or negligence in the delivery of services by an EAP Provider.

(c) Employer shall indemnify and hold HBS harmless from any and all liability (including without limitation reasonable attorneys fees) arising from acts of fraud, negligence, or dishonesty and any errors and omissions committed by Employer, its officers, employees or agents, in connection with or a result of the performance of this agreement.

5.7 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that HBS may, upon written notice to the Employer, assign this Agreement to a corporation controlled by, controlling or under common control of HBS.

5.8 Notices. Any notice, request, demand, report, offer, acceptance, certificate or other instrument which may be required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer, and hand delivered to the other party or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below or at such other address of which any party may so notify the other party:

If to Employer:

Nassau County Board of County Commissioners  
96161 Nassau Place  
Yulee, Florida 32097  
Attn: Chili Pope

If to HBS:

HORIZON BEHAVIORAL SERVICES, LLC  
2941 South Lake Vista Drive  
Lewisville, Texas 75067  
Attn: Rebecca Wignall, EAP Contract Manager

Any such notice, request, demand or other communication shall be deemed given upon the date of mailing if mailed pursuant to the provisions of this Section 5.8.

5.9 Captions; Partial Invalidity. The captions and article and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such provisions of this Agreement nor in any way affect this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the remaining provisions of this Agreement.

5.10 Change in Law or Regulations. Should any statute, regulation, or rule be enacted, amended, or interpreted by an governmental body or agency having jurisdiction over HBS or Employer during the term of this Agreement so as to materially affect the ability of a party to perform any provision of this Agreement, then the parties shall forthwith and in good faith

renegotiate the provision of this Agreement affected by such action so that the same can be performed in accordance with the pertinent change in such statute, regulation, or rule.

5.11 Third-Party Beneficiaries. Nothing in this Agreement is intended to be construed or to be deemed to create any right or remedy to the benefit of any third party.

5.12 Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity or number of the person, persons, entity or entities may require.

5.13 Amendment. This Agreement may be amended or modified only by a written instrument executed by the parties hereto.

5.14 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.15 Entire Agreement. This Agreement embodies the entire Agreement among the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations or communications on behalf of such parties with respect to the subject matter hereof.

5.16 Marketing. HBS may list Employer as its client in HBS' marketing literature and proposals.

5.17 Proprietary Information. Each party hereto shall keep strictly secret and confidential any proprietary information regarding the other party. Each party shall take necessary and reasonable precaution to prevent unauthorized disclosure to third-parties of proprietary information regarding the other party, and shall require all of its officers, employees, and agents to whom it is necessary to disclose the same or to whom the same has been disclosed, to keep such proprietary information secret and confidential.

The term "proprietary information", as used herein, shall mean the terms and provisions of this Agreement; all information and data regarding financial information, including the fees and rates charged or paid hereunder; management information systems and procedures; contracts or business relationships with third-parties; any other business information regarding a party and obtained by the other party in connection with this Agreement; and other trade secrets and matters traditionally considered to constitute proprietary information.

Notwithstanding the foregoing, the terms and provisions of this Agreement may be disclosed by a party in response to a lawful inquiry by a governmental agency or in response to a legally valid information request, court order, subpoena, or summons. The provisions of this Section 5.17 shall survive the termination of this Agreement.

5.18 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.



IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective as of the date and year first above written. Employer has had adequate opportunity for review by counsel of Employer's choice and fully understands the terms of this Agreement.


**"HBS"**  
**HORIZON BEHAVIORAL SERVICES, LLC**  
**d/b/a Horizon Health EAP Services**

By:   
Cindy Sheriff

Date: 12/30/08

Title: President

**"Employer"**  
**Nassau County Board of County Commissioners**

By:   
Nassau County Board of Commissioners, Chair

Date: December 10, 2008

**ATTEST:**

  
John A. Crawford  
EX-OFFICIO CLERK

**APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY**

  
DAVID A. HALLMAN, ESQ.

**Exhibit "A"**  
**Employee Assistance Program Services**

A. **Evaluation and Assessment.** Each Covered Person shall receive initial evaluation and assessment by a HBS Counselor for mental health or substance abuse problems and the HBS Counselor shall refer the Covered Person to the appropriate non-EAP Provider or agency if the presenting problem is not amenable to short-term EAP counseling.

B. **Telephone Consultation and Referral.** Each Covered Person shall receive consultation from HBS for personal and life problems, and, when indicated, HBS shall refer the Covered Person to the appropriate non-EAP resource.

C. **Counseling Sessions.** Each Covered Person may receive unlimited short term counseling sessions with a HBS Counselor through the Employee Assistance Program.

D. **Emergency Triage.** HBS will provide 24-hours a day, seven days a week emergency intake and referral for Covered Persons with a mental health or substance abuse crisis using a toll-free telephone line.

E. **Management Consultation and Referral Services.** HBS will provide consultation for managers, supervisors and executive level personnel to consult with HBS Care Managers about troubled employees or to make performance-based referrals within the context of the employee assistance benefit.

F. **Identity Theft Consultation.** HBS will offer a comprehensive array of Identity Theft Consultation which includes preventative assistance to aid in protecting sensitive information before theft occurs and aid in cases where an ID theft may have happened through a vendor such as CLC, Inc.

G. **Legal Services.** HBS will offer a comprehensive array of legal counseling services that includes telephone and/or face-to-face consultation with an attorney and supportive counseling when indicated through a vendor such as CLC, Inc.

H. **Financial Services.** HBS will offer comprehensive financial services, including personal consultation, through a financial services vendor such as CLC, Inc.

I. **Horizoncarelink.** Online EAP services for members and managers through our website, <http://www.horizoncarelink.com> which includes online training programs, forms and articles, assessments, library, news, legal and financial services and access to web-based worklife services.

J. **Critical Incident Stress Debriefing (CISD)/Critical Incident.** HBS will make available to Employer, upon its request, at Employer's premises, an EAP Provider to provide group counseling to Employer's employees in the event of a catastrophic incident affecting a group of employees (e.g. employee suicide, natural catastrophe, on-the-job injury causing death). HBS will schedule a CISD at the worksite with a group of employees directly impacted by a critical incident as soon as clinically necessary following the traumatic event. HBS will provide four (4) CISD hours per year. Additional CISD hours will be provided at the rate of **Three Hundred Twenty-Five Dollars (\$325.00)** per hour/per clinician. Once the allowable number of hours has been exceeded, travel both to and from the Employer's premises shall be paid at a rate of Fifty Dollars (\$50.00) per hours of travel. Cancellations within twenty-four (24) hours of requested service will be charged a **Three Hundred Twenty-Five Dollar (\$325.00)** administrative fee.

K. Employee Orientation Meetings. HBS will make available on-site meetings for Eligible Employees to acquaint Eligible Employees with the operation of the Employee Assistance Program and to encourage Eligible Employees to use the Employee Assistance Program. HBS will provide seven (7) hours per year of Employee Orientation Meetings. Additional Employee Orientation Meetings will be provided at the rate of **Two Hundred Seventy-Five Dollars (\$275.00)** per clinician/per hour. Once the allowable number of hours has been exceeded, travel both to and from the Employer's premises shall be paid at a rate of Fifty Dollars (\$50.00) per hours of travel. The date and time of such orientation meetings shall be mutually agreed-upon by HBS and Employer.

L. Supervisor Orientation and Training. HBS will make available training programs for Employer's employees providing supervision of the Employee Assistance Program as part of their day-to-day duties. The purpose of this training program will be to acquaint supervisors with the operation of the Employee Assistance Program and to motivate supervisors to encourage Covered persons to use the Employee Assistance Program. HBS will provide seven (7) hours per year of Supervisor Orientations and Trainings. Additional Supervisor Orientations and Trainings will be provided at the rate of **Two Hundred Seventy-Five Dollars (\$275.00)** per clinician/per hour. Once the allowable number of hours has been exceeded, travel both to and from the Employer's premises shall be paid at a rate of Fifty Dollars (\$50.00) per hours of travel.

M. Seminars and Wellness Programs. HBS will make available to Covered Persons periodic on-site hours of EAP trainings on such topics as stress management, weight loss, smoking, conflict resolution and substance abuse prevention. HBS will also provide web-based seminars, in which participants view the presentation through their web browser and listen to the audio through their telephone. HBS will provide five (5) hours per year of on-site EAP trainings and four (4) hours per year of legal/financial seminars. Additional on-site EAP trainings are available at the rate of **Two Hundred Seventy-Five Dollars (\$275.00)** per hour/per clinician. Once the allowable number of hours has been exceeded, travel both to and from the Employer's premises shall be paid at a rate of Fifty Dollars (\$50.00) per hours of travel. Web-based seminars are available at the rate of **Two Hundred Dollars (\$200.00)** per hour/per clinician.

N. Employee Communication Materials. HBS shall make available to Employer and Employer's employees, standard EAP communication materials (e.g. EAP brochures, posters, brochures) designed to increase manager and employee EAP awareness as noted below at the time of initial implementation. Materials will be drop-shipped to Employer's corporate headquarters, or an alternative site designated by Employer, for distribution by Employer to employees. Additional EAP communication materials will be provided to Employer at an additional fee. Any other materials, which the Employer may distribute, must receive the written approval of HBS.

Standard materials included for implementation and annual communications under this Agreement are:

- EAP brochures in a quantity equal to 120% of the number of Eligible Employees for distribution at implementation and then as needed on an annual basis.
- Q&A sheets in a quantity equal to 120% of the number of Eligible Employees for distribution at implementation and then as needed on an annual basis.
- Manager Updates in a quantity equal to 20% of the number of Eligible Employees for distribution on a quarterly basis.
- Two Orientation Videos, which may be duplicated for distribution at implementation.
- Posters for display at work sites in a quantity up to 5% of the number of Eligible Employees at implementation and on an annual basis.
- Online EAP Reminders on a quarterly basis.
- Other materials available upon request for additional charges.

O. Fitness for Duty (FFD) Consultation and Coordination. HBS provides expert consultation dealing with decisions regarding the need for Fitness for Duty Evaluations. HBS assists in recommending a FFD facilitator and assists in the coordination with these providers. HBS can be an additional resource to review FFD paperwork before it is sent to Employer. HBS can further case manage FFD expectations prior to the employee returning to work. A Fitness for Duty Evaluation is a forensic evaluation completed by a psychologist, psychiatrist, or master-level clinician outside the EAP, for the purpose of evaluating an employee's ability to safely perform the functions of their job, assess risk, and provide a company with a legally defensible report suggesting steps needed to be taken to minimize employer risk in returning the employee to work. . Typically, the evaluation includes some or all of the following: clinical interview, psychological testing, and collateral interviews, and is not seen as therapy. It is solely Employer's responsibility to decide whether to refer an employee for a Fitness for Duty Evaluation. Employer is responsible for working directly with the FFD provider as well as paying for the Fitness for Duty Evaluation directly. Only the Employer may make decisions, for example, regarding retaining or dismissing employees.

P. Safety Evaluation. A referral to the EAP for an employee who has been involved in a traumatic event (ie: shooting, fatality, etc.), demonstrated emotional instability in the workplace, used poor judgment, or had a policy violation. The clinician is able to assess if there is an imminent danger. With a signed release, oral reports are provided stating employee's compliance. Report can state, at this time, employee is safe to return to work with the understanding that to HBS' knowledge there is no imminent danger. Only the Employer may make decisions regarding returning, retaining, or dismissing employees for work. Evaluations can direct an employee to further counseling, evaluation, or even suggest that a Fitness for Duty Evaluation would be necessary. No psychological testing, collateral reports, or legally defensible report is completed.

Q. Substance Abuse Professional (SAP) Consultation and Referral. Upon request of Employer, for drug and alcohol cases that fall under the Department of Transportation (DOT) guidelines, HBS shall provide initial and ongoing management consultation and referral to our specialized network of qualified Substance Abuse Professionals to conduct initial assessment and provide treatment recommendations. After HBS set's up the initial appointment, the Employer is responsible for working directly with the SAP as well as paying the SAP directly. HBS can be an additional resource to review SAP paperwork before it is sent to Employer but can only communicate recommended changes to the SAP. Follow-up, Compliance and Aftercare attendance monitoring is performed by Employer.

R. Comprehensive Substance Abuse Professional (SAP) Services. Upon request of Employer, for drug and alcohol cases that fall under the Department of Transportation (DOT) guidelines, HBS shall provide initial and ongoing management consultation, initial and follow up SAP evaluation, as well as case management throughout the Substance Abuse Professional (SAP) aftercare recommendations. HBS shall refer to a qualified SAP to conduct initial assessment and provide treatment recommendations, follow-up testing schedule, referral to treatment resource and compliance meeting, as defined by Department of Transportation (DOT) SAP guidelines. After an Eligible Employee's return to the workplace, and upon request of Employer, HBS shall provide ongoing case management through completion of aftercare recommendations. Per DOT Regulation, Employer has final decision-making authority regarding the return of an Eligible Employee to the workplace. If a referral to a treatment resource occurs, Eligible Employee will be responsible for the cost of services provided by the treatment source. HBS will provide one (1) Comprehensive SAP case per year at no cost. Additional Comprehensive SAP services shall be provided by HBS at the rate of **Seven Hundred Fifty Dollars (\$750.00)** per case.

**The following EAP Services are in addition to the per Eligible Employee/per month fee:**

S. Reduction in Force. The process by which a work organization reduces its work force by eliminating jobs, such as closing subsidiaries or departments. On-site services for Reduction in Force will be provided at the rate of **Three Hundred Twenty-Five Dollars (\$325.00)** per hour/per clinician. Once the allowable number of hours has been exceeded, travel both to and from the Employer's premises shall be paid at a rate of Fifty Dollars (\$50.00) per hours of travel. Cancellations within twenty-four (24) hours of requested service will be charged a **Three Hundred Twenty-Five Dollar (\$325.00)** administrative fee.

T. Grief Groups. An on-site group that is facilitated by a provider to help employees deal with a loss of a co-worker, family member, etc. Grief Groups will be provided at the rate of **Three Hundred Twenty-Five Dollars (\$325.00)** per hour/per clinician. Once the allowable number of hours has been exceeded, travel both to and from the Employer's premises shall be paid at a rate of Fifty Dollars (\$50.00) per hours of travel. Cancellations within twenty-four (24) hours of requested service will be charged a **Three Hundred Twenty-Five Dollar (\$325.00)** administrative fee.

U. Compliance Trainings. HBS provides five (5) hours per year of Compliance Trainings on topics such as Department of Transportation (DOT) Drug/Alcohol Awareness, Diversity in the Workplace, Drug Free Workplace, Sexual Harassment for Employees, and Violence in the Workplace. Any additional Compliance Trainings will be provided at the rate of **Three Hundred Fifty Dollars (\$350.00)** per hour/per clinician. Once the allowable number of hours has been exceeded, travel both to and from the Employer's premises shall be paid at a rate of Fifty Dollars (\$50.00) per hours of travel. Cancellations within twenty-four (24) hours of requested service will be charged a **Three Hundred Fifty Dollar (\$350.00)** administrative fee.

**The above quotes are valid only for ninety (90) days from the date of this Agreement. Pricing will be provided upon request after such ninety (90) day period.**

Exhibit "B"  
Employee Census

**HORIZON**  
**HEALTH**

**Attestation**  
**Census Data**

Please fill in your current employee count and sign below and return by fax to 972-420-7762.

**Company Name:** Nassau County Board of County Commissioners

**Current Employee Count (by Month):**

**# of EAP Employees** 329

**Attach Divisional Breakdown Report (if applicable)** \_\_\_\_\_

**Effective Date:** 10/1/08

**Count Provided By** Tina L. Keiter  
(Human Resources Representative - Printed Name)

Tina L. Keiter  
Signature

12/12/08  
Date