

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

HORIZON BEHAVIORAL SERVICES, LLC

This Employee Assistance Program Services Agreement (hereinafter, the "Services Agreement") is made and entered into by and between Horizon Behavioral Services, LLC (hereinafter "HBS"), and Nassau County Board of County Commissioners (hereinafter "Customer").

WHEREAS, Customer has established an employee assistance program ("EAP") for certain eligible individuals; and

WHEREAS, Customer also desires to engage the services of HBS to provide EAP services which are defined in this Agreement (the "Services"),

THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the parties hereby enter into this Services Agreement. This Services Agreement includes and incorporates by reference the attached **General Conditions Addendum, Description of EAP Services Addendum, Description of Work/Life Services Addendum, and Service and Fee Schedule and Health Insurance Portability and Accountability Act (HIPAA) Addendum.**

Customer hereby elects to receive the Services set forth in the **Service and Fee Schedule** attached hereto and made a part hereof. The corresponding Service Fees are specified in the **Service and Fee Schedule**, which shall be amended for future periods, in accordance with Section 3 of the **General Conditions Addendum**, to reflect the Services elected and corresponding Service Fees for such periods.

This Services Agreement constitutes the complete and exclusive contract between the parties and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. Notwithstanding Section 3 of the **General Conditions Addendum**, no modification or amendment of this Services Agreement shall be valid unless contained in a writing signed by a duly authorized representative of HBS and a duly authorized representative of Customer. By executing this Services Agreement, Customer acknowledges and agrees that it has reviewed all terms and conditions incorporated into this Services Agreement and intends to be legally bound by the same.

DEPARTMENT OF
HUMAN RESOURCES
2011 AUG 29 PM 4: 30

DEPARTMENT OF
HUMAN RESOURCES
2011 NOV - 2 PM 3: 32

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

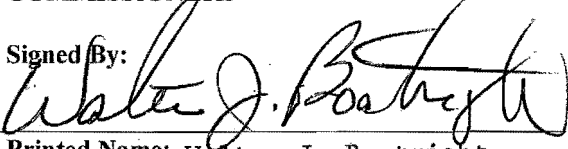
The Effective Date of this Services Agreement shall be: **October 1, 2011.**

IN WITNESS WHEREOF, the parties hereto have caused this Services Agreement to be executed by their duly authorized representatives.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

HORIZON BEHAVIORAL SERVICES, LLC

Signed By:



Signed By:



Printed Name: Walter J. Boatright

Printed Name: Myong Un, MD

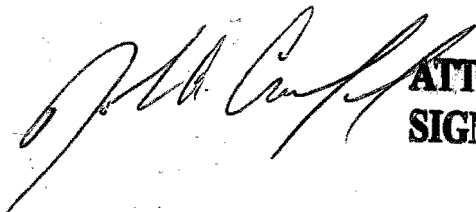
Title: Chairman

Title: Head of EAP & Chief Psychiatric Officer

Date: 8-22-11

Date: 10.03.11

EBK
8/22/11 *at*
8/22/11



ATTEST AS TO CHAIRMAN'S SIGNATURE ONLY

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

GENERAL CONDITIONS ADDENDUM

Definitions: In this General Conditions Addendum and in all attachments to this Services Agreement:

- (A) "Employee" means any person eligible to receive Services under this Agreement by virtue of being a current employee of Customer, and not designated a temporary employee, and eligible family members, including domestic partners and household members, including employees of subsidiaries and affiliates of Customer who are reported by Customer, in writing, to HBS for inclusion in this Services Agreement. The term "Employee" also refers to ex-employees of Customer determined by Customer (and reported, in writing, to HBS) to be eligible to receive Services pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA).
- (B) "Dependent" means any person eligible to receive Services under this Agreement as a dependent of an Employee.
- (C) "Members" means Employees and Dependents covered for Services.
- (D) The term "Service Fees" shall have the meaning set forth in Section 3 of this General Conditions Addendum.
- (E) The term "Services Agreement Period" shall have the meaning set forth in Section 2 of this General Conditions Addendum.
- (F) The term "Services" shall have the meaning set forth in Section 1 of this General Conditions Addendum.

The following are the terms and conditions under which HBS agrees to perform Services for Customer:

- 1. **Purpose.** Customer will purchase and HBS will provide to Customer the Services designated in this Services Agreement and such other services Customer requests of HBS and HBS agrees in writing to perform, as described in the **Service and Fee Schedule** and the **Description of Services Addenda** (the "Services").
- 2. **Term.** The initial term of this Services Agreement shall commence on the Effective Date and shall continue to the first anniversary of the Effective Date, unless terminated by either party in accordance with Section 4 of this **General Conditions Addendum**. Following the initial term, this Services Agreement shall be automatically renewed from year to year, unless terminated by either party in accordance with Section 4 of this General Conditions Addendum. The initial term and subsequent year to year renewals shall hereafter be referred to as "Services Agreement Periods."
- 3. **Service Fees; Renewals.** The Service Fees payable by Customer to HBS for the Services shall be determined in accordance with the **Service and Fee Schedule** identified in this Services Agreement. No Services other than those identified in the **Service and Fee Schedule** are included in the Service Fees. The Services to be provided by HBS and the Service Fees may be amended by HBS in accordance with the terms and conditions of the **Service and Fee Schedule**.
- 4. **Termination.** The Services Agreement may be terminated by HBS or the Customer as follows:
 - (A) **Legal Prohibition** - If any state or other jurisdiction enacts a law which prohibits the continuance of this Services Agreement, or an existing law is interpreted to prohibit the continuance of this Services Agreement, this Services Agreement shall terminate automatically as to such state or jurisdiction on the effective date of such law or interpretation; provided, however, that if only a portion of this Services Agreement is prohibited by such law, only that portion of this Services Agreement shall be affected, and this Services Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
 - (B) **Customer Termination** - Customer may terminate this Services Agreement with respect to all Employees (including their Dependents) or any group of Employees included under this Services Agreement or any subsidiary or affiliate of Customer that is covered under this Services Agreement by giving HBS at least ninety (90) days written notice stating when, after the date of such notice, such termination shall become effective.
 - (C) **HBS Termination** -

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

- (1) HBS may terminate this Services Agreement by giving to Customer at least ninety (90) days written notice stating when, after the date of such notice, such termination shall become effective.
 - (2) If Customer fails to pay Service Fees by the Payment Due Date, HBS shall have the right to suspend Services until the Service Fees have been paid. HBS may terminate this Services Agreement immediately upon transmission of notice to Customer by mail, facsimile transmission or other means of communication (including electronic mail) if (a) Customer fails to pay such Service Fees within five (5) business days of such notice of unpaid Service Fees by HBS, (b) HBS determines that Customer will not meet its obligation to pay such Service Fees within such five (5) business days, and/or (c) HBS determines that Customer is in material default, or substantial breach, of one or more of its obligations under this Services Agreement.
 - (3) Any acceptance by HBS of funds or Service Fees described in paragraph 3 above, after the grace periods specified therein have elapsed and prior to any action by HBS to suspend Services or terminate this Services Agreement, shall not constitute a waiver of HBS's right to suspend Services or terminate this Services Agreement in accordance with this section with respect to any other failure of Customer to meet its obligations hereunder.
5. **Customer's Responsibilities.** Where applicable, and on or before the Effective Date, Customer shall furnish to HBS a listing of Employees (by zip code of each Employee's place of residence). Thereafter, Customer shall supply to HBS, on a monthly basis, Employee counts in a form and manner as reasonably determined by HBS. HBS shall not be responsible in any manner for any delay or error in the provision of Services caused by the Customer's failure to furnish accurate Employee counts in a timely fashion.
6. **Services.** HBS shall perform the Services set forth in the **Service and Fee Schedule** and the **Description of Services Addenda** identified in this Services Agreement. Customer acknowledges that HBS may utilize the services of external contractors in performing these Services.
7. **Records.** HBS or one of its affiliates or authorized agents, may, at its own discretion, use Documentation (defined herein) for legitimate EAP related purposes such as: provider payment and fraud prevention; quality improvement/management assessment; fulfilling certain state and federal requirements; and statistical research. The term "Documentation" refers to all documents, records, reports, and data, including data recorded in HBS's data processing systems, related to the receipt, processing, and payment of EAP provider claims for Services provided, including all claim histories.
8. **Indemnification.**
- (A) HBS shall indemnify and hold harmless Customer, its directors, officers, employees (acting in the course of their employment, but not as Members) and agents for that portion of any loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorneys' fees) which was caused solely and directly by HBS's willful misconduct, criminal conduct, fraud or breach of this Services Agreement.
 - (B) Except as provided in (A) above, Customer shall indemnify and hold harmless HBS, its affiliates and their respective directors, officers, employees and agents for that portion of any loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorney's fees): (i) which was caused solely and directly by Customer's willful misconduct, criminal conduct, breach of this Services Agreement, fraud, or negligence, related to or arising out of this Services Agreement or Customer's role as employer; (ii) in connection with the release or transfer of Member-identifiable information to Customer or a third party designated by Customer, or the use or further disclosure of such information by Customer or such third party; or (iii) resulting from or arising out of claims, demands or lawsuits brought against HBS in connection with Services provided under this Services Agreement.
 - (C) The party seeking indemnification under (A) or (B) above must notify the indemnifying party within 30 days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.

The indemnifying party may then take steps to be joined as a party to such proceeding, and the party seeking indemnification shall not oppose any such joinder. Whether or not such joinder takes place, the indemnifying party shall

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

provide the defense with respect to claims to which this Section applies and in doing so shall have the right to control the defense and settlement with respect to such claims.

The party seeking indemnification may assume responsibility for the direction of its own defense at any time, including the right to settle or compromise any claim against it without the consent of the indemnifying party, provided that in doing so it shall be deemed to have waived its right to indemnification except in cases where the indemnifying party has declined to defend against the claim.

- (D) Customer and HBS agree that: (i) HBS does not render health care services or treatments to Members; (ii) neither Customer nor HBS are responsible for the Services that are delivered by contracting EAP providers; (iii) EAP providers are solely responsible for the Services they deliver to Members; (iv) EAP providers are independent contractors and are not the agents or employees of Customer or HBS; and (v) the indemnification obligations of (A) or (B) above do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of EAP providers with respect to Members.
- (E) The indemnification obligations under (A) above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by HBS's act or omission undertaken at the direction of Customer (other than Services described in this Services Agreement), and the indemnification obligations under (B) above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by Customer's act or omission undertaken at the direction of HBS.
- (F) The indemnification obligations under this Section 8 shall terminate upon the expiration of this Agreement, except as to any matter concerning which a claim has been asserted by notice to the other party at the time of such expiration or within two (2) years thereafter.

9. **Remedies.** Neither party shall be liable to the other for any consequential, incidental or punitive damages whatsoever.

10. **Binding Arbitration of Certain Disputes.** Any controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof, except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration in Hartford, CT administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator in accordance with the AAA's Commercial Arbitration Rules ("Rules"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration. Fourteen (14) calendar days before the hearing, the parties will exchange and provide to the arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) premarked copies of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted. The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages.

11. **Confidentiality.**

- (A) Each party acknowledges that performance of this Services Agreement may involve access to and disclosure of data, rates, procedures, materials, lists, systems and information (collectively "Confidential Information") belonging to the other. The parties further acknowledge and agree that HBS operates in a highly regulated and competitive environment and that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to HBS which will be difficult to measure with certainty or to compensate through monetary damage. Accordingly, the parties agree that injunctive or other equitable relief shall be appropriate in the event of any breach by the Customer or their agents related to Confidential Information, in addition to such other remedies as may be available to HBS at law. No Confidential Information shall be disclosed to any third party other than representatives of such party who have a need to know such Information, provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such Information must be maintained in strict confidence. In addition, each party will maintain the confidentiality of EAP records and confidential client information as required by law. Upon termination of this Services Agreement, each party, upon the request of the other, will return or destroy all copies of all of the other's Confidential Information in its possession or control except to the extent such Information must be retained pursuant to

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

applicable law, provided, however, that HBS may retain copies of any such Information it deems necessary for the defense of litigation concerning the Services it provided under this Services Agreement. Customer agrees that HBS may make lawful references to Customer in its marketing activities and in informing EAP providers as to the organizations and plans for which Services are to be provided. Each party will execute and cause its employees and agents to execute any documents the other reasonably requires in connection with this confidentiality provision.

(B) Customer acknowledges that compliance with the provisions of the foregoing paragraph (A) are necessary to protect the business and good will of HBS and its affiliates and that any actual or prospective breach will irreparably cause damage to HBS or its affiliates for which money damages may not be adequate. Customer therefore agrees that if Customer breaches or attempts to breach paragraph (A) hereof, HBS or an affiliate shall be entitled to obtain temporary, preliminary and permanent equitable relief, without bond, to restrain such breaches, together with any and all other legal and equitable remedies available under applicable law or under this Services Agreement. HBS shall be entitled to recover from Customer the attorneys' fees and costs HBS expends in any action related to such breach or attempted breach.

12. **Relationship of the Parties.** It is understood and agreed that HBS is an independent contractor with respect to all Services being performed pursuant to this Services Agreement. HBS makes no guarantee and disclaims any obligation to make any specific EAP providers or any particular number of EAP providers available for use by Members.
13. **Subcontractors.** The work to be performed by HBS under this Services Agreement may, at HBS's sole discretion, be performed in part through a subsidiary or affiliate or under a contract with an organization as determined by HBS.
14. **Communications.** HBS and Customer shall be entitled to rely upon any communication believed by them to be genuine and to have been signed or presented by the proper party or parties.

Neither party shall be bound by any notice, direction, requisition or request unless and until it shall have been received in writing at (i) in the case of 4300 Centreway Place, Mail Code: 756, Arlington, TX 76018, Attention: Product Head—HBS EAP, (ii) in the case of the Customer, at the address shown below, or (iii) at such other address as either party specifies for the purposes of this Services Agreement by notice in writing addressed to the other party. Notices or communications shall be sent by certified mail, return receipt requested.

Nassau County Board of County Commissioners
96135 Nassau Pl, Ste 1
Yulee, FL 32097
Attention: Chili Pope, Director of HR

15. **Force Majeure.** HBS shall not be liable for any failure to meet any of the obligations or provide any of the Services or benefits specified or required under this Services Agreement where such failure to perform is due to any contingency beyond the reasonable control of HBS, its employees, officers or directors. Such contingencies include, but are not limited to: acts or omissions of any person or entity not employed or reasonably controlled by HBS, its employees, officers or directors; acts of God; fires; wars; accidents; labor disputes or shortages; governmental laws, ordinances, rules, regulations, or the opinions rendered by any Court, whether valid or invalid.
16. **Compliance.** Customer and HBS shall remain, throughout the term of this Services Agreement, in compliance with all applicable federal and state and federal laws and regulations, including HIPAA, related to this Services Agreement and the Services to be provided hereunder. Accordingly the parties agree to the terms of the HIPAA Addendum, which is attached hereto as Appendix A and made a part of this agreement hereof.
17. **Miscellaneous.** The Services Agreement shall be governed by and interpreted in accordance with applicable federal law. To the extent such federal law does not govern, this Services Agreement shall be governed by Connecticut law and the courts in such state shall have sole and exclusive jurisdiction of any dispute related hereto or arising hereunder. No delay or failure of either party in exercising any right hereunder shall be deemed to constitute a waiver of that right. There are no intended third party beneficiaries of this Services Agreement. The headings in this Services Agreement are for reference only and shall not affect the interpretation or construction of this Services Agreement.

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

18. 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 endeavor to give the Employer at least thirty (30) days advance written notice of any cancellation of or material adverse change in any such professional liability insurance.

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

DESCRIPTION OF EAP SERVICES ADDENDUM

Subject to the terms and conditions of this Services Agreement, the EAP Services available from HBS are described below. Unless otherwise agreed to in writing, only the EAP Services selected by Customer in the **Service and Fee Schedule** (as modified by HBS from time to time pursuant to Section 3 of the **General Conditions Addendum**) will be provided by HBS. Additional EAP Services may be provided at Customer's written request under the terms of this Services Agreement.

1. **UNLIMITED TELEPHONIC ACCESS:** Unlimited telephonic access to the HBS EAP call center staff, available 24 hours per day, 7 days per week, 365 days per year.
2. **COUNSELING SESSIONS:** A clinical session with a mental health professional. Sessions are intended to assist with emotional, family, personal, or work related behavioral health issues.
 - **FACE-TO-FACE COUNSELING SESSIONS:** A face-to-face clinical session of at least 45 minutes duration with a contracted EAP provider, an on-site EAP clinician, or a staff EAP clinician. Each member is entitled, on a rolling year, up to the number of counseling sessions per problem as set forth herein in the Service and Fee Schedule (e.g., up to three counseling sessions per member per problem under the 3-Session EAP Model).
3. **PROVIDER NETWORK:** Appropriately credentialed and contracted mental health professionals (hereinafter "EAP Providers") qualified to provide Services to HBS Members. EAP Providers include, but are not limited to: social workers, licensed professional counselors, marriage and family therapists, master's level psychiatric nurses and psychologists.
4. **TRAINING AND EDUCATION:** The term "Training and Education" refers to training, provided by HBS, or an HBS Contracted educator to the Customer, concerning general behavioral health and work/life issues. This training may be provided in different ways, i.e. in-person, telephonically, or web-based.
 - **EMPLOYEE ORIENTATION MEETINGS:** On-site meetings to acquaint Eligible Employees with the operation of the Employee Assistance Program and to encourage them to use the Employee Assistance Program.
 - **SUPERVISOR ORIENTATION TRAINING:** Training programs for Eligible Employees who are providing supervision to others 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 them to encourage Covered persons to use the Employee Assistance Program.
 - **STANDARD TRAININGS:** On-site hours of EAP trainings on such topics as stress management, smoking cessation and effective communication at work. 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.
 - **AWARENESS TRAININGS:** Awareness 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
5. **MANAGEMENT SERVICES:**
 - **MANAGEMENT CONSULTATION:** A telephonic resource for managers, supervisors, and human resources professionals to assist in identifying and resolving workplace issues and promoting a productive workforce. Issues may include but are not limited to employee personal and family issues, behavioral health concerns, workplace conflict, workplace crisis and other disruptions, substance abuse, threats of violence and employee performance concerns. This includes the provisions of guidance to the Customer in making voluntary referrals for employees to the EAP.
 - **MANDATORY REFERRALS:** Case management to assist Customer and employees in addressing significant workplace performance issues. Mandatory referrals are used to monitor compliance with the EAP provider's

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

recommendations, wherein the EAP, with appropriate executed release of information forms, confirms the employee's participation in and compliance with the Program.

- **DRUG FREE WORKPLACE SERVICES:** Suite of services to assist Customer in managing workplace related employee substance mis-use and/or disclosure of substance abuse in the workplace. Services for general employer industries include HBS EAP case management of mandatory referrals related to workplace impacted substance abuse, as well as management consultation services as described above. Services for transportation related industries, such as employers who are regulated by DOT, FMCSA, FAA, FRA, FTA, PHMSA, etc., include substance abuse case management by a Substance Abuse Professional (SAP) for Department of Transportation regulation compliance. Additional service for transportation regulated employees includes DOT training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness available through American Substance Abuse Professionals (ASAP) or comparable SAP provider. A variety of training formats are available, including on-site, on-line or video.
- **FITNESS FOR DUTY (FFD) CONSULTATION AND COORDINATION:** A Fitness for Duty Evaluation is a forensic evaluation completed by a specially trained psychologist, psychiatrist, outside the EAP, for the purpose of evaluating an employee's ability to safely perform the functions of their job, assess organizational and behavioral risk, and provide a report recommending 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 it is not seen as therapy. While HBS EAP does not directly conduct independent Fitness for Duty Evaluations, the EAP can assist Employers with decisions regarding the need for an independent Fitness for Duty Evaluation, and can recommend qualified FFD facilitator choices. In addition, HBS EAP may facilitate the coordination with the FFD providers, and/or may upon request, review FFD paperwork before it is sent to the Employer. However, it remains solely the Employer's responsibility to decide whether to refer an employee for a Fitness for Duty Evaluation. All decisions, regarding returning to work, retaining or dismissing employees remain with the Employer. In addition, the Employer is responsible for working directly with the EAP identified FFD provider as well as directly making payment arrangements for the Fitness for Duty Evaluation.
- **SUBSTANCE ABUSE PROFESSIONAL (SAP) CONSULTATION AND CONTACT INFORMATION:** 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 on DOT issues. HBS will further provide contact information of local providers in our specialized network of qualified Substance Abuse Professionals. The Employer is responsible for choosing and working directly with the SAP, as well as performing Follow-up, Compliance and Aftercare attendance monitoring. The Employer is responsible for payment of the SAP and determines whether the employee or employer pays SAP fees as well as recommended treatment costs.
- **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
- **CRITICAL INCIDENT STRESS MANAGEMENT (CISM)/CRITICAL INCIDENT:** HBS will make available to Employer, upon its request, at Employer's premises, an EAP Provider to provide crisis counseling to Employer's employees in the event of a catastrophic incident affecting a group of employees (e.g. robbery, assault in the workplace, employee death in the workplace, natural catastrophe affecting the workplace, employee injury in the workplace). HBS will schedule a CISM at the worksite with a group of employees directly impacted by a critical incident as soon as clinically necessary following the traumatic event.

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

- 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 could be either group process or onsite counseling or a combination of both.
 - GRIEF GROUPS: An on-site group that is facilitated by a provider to help employees deal with a loss of a co-worker, employee suicide or homicide, family member, etc.
6. INTERACTIVE WEB SITE: An online display/publication of materials and information that may otherwise be reviewed in hard copy, accessed through the Internet.
7. EMPLOYEE COMMUNICATION MATERIALS: Upon implementation and as needed on an annual basis, HBS will make available standard EAP communication materials in the quantities noted below, which are, designed to increase manager and employee EAP awareness. Materials will be drop-shipped to Employer's corporate headquarters, or an alternative site designated by Employer, for distribution by Employer to employees. Any additional materials shall be at the Employer's expense and 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.
 - Manager Updates distributed electronically on a quarterly basis.
 - 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 charge.
8. MANAGEMENT REPORTS: A specific collection of data and narrative information designed to inform the Customer about the overall utilization of the program. Customer will receive such reports on a quarterly electronic basis. If for any 2 consecutive reporting periods there is less than 1% utilization, reporting frequency will default to annual reporting.
9. INTAKE MODEL:
- STANDARD MODEL: Initial intake calls answered by a care management associate /customer service representative.
10. LEGAL AND FINANCIAL SERVICES: Services provided through the EAP that include:
- Legal service includes:
 - a. ½ hour Initial Consultation with selected Plan Attorney on an unlimited number of new Legal Topics (each plan year) in any of the following areas:
 - General law (certain topic areas are excluded, including employment law, etc.)
 - Mediation Services
 - Special Needs, including emergency matters
 - Document preparation.
 - b. If members choose to continue with the Plan attorney and hire that attorney on their own, they will receive 25% off of the fees for services beyond the initial consultation (excluding flat legal fees, contingency fees, and plan mediator services).
 - c. Services available during regular business hours (9 am to 8 pm EST Mon-Fri, federally recognized holidays excepted, 24/7 back-up service with on-call staff available), unless otherwise agreed to by the individual Plan Attorney; and

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

- d. All Initial Consultations (and discounted consultations) must be for legal matters related to the Employee and eligible household members.
- Basic Financial service includes:
 - a. ½ hour Initial Consultation with the selected Plan Financial Counselor on an unlimited number of new Financial Counseling Topics each plan year.
 - b. Financial counseling topics include Budgeting, Credit, Debt, Retirement, College Planning, Buying vs. Leasing, Mortgages/Refinancing, Financial Planning, Tax Questions, Tax Preparation, IRS Matters, Tax Levies and Garnishments, Consumer Credit Counseling, and Community Services.
 - c. A discount of 25% off the tax preparation services.
- Basic Identity Services include:
 - a. 1-hour telephonic fraud resolution consultation for Identity Theft.
 - b. Coaching and direction on prevention and restoring credit for victims of Identity Theft.
 - c. Free Identity Theft Emergency Response Kit for victims of Identity Theft.

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

DESCRIPTION OF WORKLIFE SERVICES ADDENDUM

Subject to the terms and conditions of this Services Agreement, the Worklife Services available from HBS are described below. Unless otherwise agreed to in writing, only the Worklife Services selected by Customer in the **Service and Fee Schedule** (as modified by HBS from time to time pursuant to Section 3 of the **General Conditions Addendum**) will be provided by HBS. Additional Worklife Services may be provided at Customer's written request under the terms and conditions and at a fee mutually agreed to by the parties.

- 1. UNLIMITED TELEPHONIC ACCESS:** Unlimited telephonic access to the call center staff, available 24 hours per day, 7 days per week, 365 days per year.
- 2. CAREGIVING SERVICES:** Services that include consultation, information, education and referral services in connection with, in part, adoption, child care, parenting, temporary back-up care, summer care, special needs, high-risk adolescents, academic services, education loans, grandparents as parent, adult care, elder care, and disaster resources. Resource packets (kits) may be included with this service.
- 3. PERSONAL SERVICES:** Free educational materials, personalized referrals, and interactive web tools to assist with:
 - A. Health & Wellness--Children's health; women's health; men's health; seniors' health; weight loss and nutrition; fitness and exercise programs; general health; safety; stress management; information on diseases and conditions; and more.
 - B. Daily Life--Home improvement; pet care; consumer information; automotive services; relocation; travel; time management; cleaning services; and more.
- 4. MEMBER WEBSITE:** Access to customizable member website for free webinars, online worklife searches, concierge database, discount program, thousands of articles, videos, and tools on worklife and behavioral health topics.

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

SERVICE AND FEE SCHEDULE

Customer hereby elects to receive the Services designated below. The below Service Fees shall be in effect for the first three (3) years of this Services Agreement, beginning upon the Effective Date of this Agreement, and, thereafter, if this Services Agreement is extended by the parties for any additional successive one year term(s), such Service Fees shall be reasonably negotiated by the parties for such successive one year term(s). Notwithstanding the immediately preceding sentence, the below Service Fees shall be amended by HBS, from time to time during the first three (3) years of this Agreement and for any future period(s) thereafter, in accordance with the terms of this Service and Fee Schedule.

Services	Service Fees
EAP Session Model Unlimited Telephonic Access with Unlimited shortterm Face-to-Face Counseling Sessions per problem per rolling year with Legal and Financial Services Identity Theft Services	\$ 1.78 PE/PM
Online Worklife Services, including Caregiving Services, Personal Services Member Website	Included in the EAP Session Model PE/PM.
Intake Model Standard Model	Included in the EAP Session Model PE/PM.
Standard Training, Employee Orientation Meetings, Supervisor Orientation and Training	Bank of <u>five</u> hours to be used for Standard on-site Training Services. Bank of <u>seven</u> hours to be used for Employee Orientations. Bank of <u>seven</u> hours to be used for Supervisor Orientations. Additional hours are \$275.00 per hour, per clinician, plus a charge of \$50.00 per hour of travel to and from the Company's location.

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

Services	Service Fees
Training and Education Cancellation Fee	Failure to provide HBS with 24 hours notice of cancellation of a previously scheduled training program may result in a charge of \$275.00 per incident.
Critical Incident Stress Management (CISM)/Critical Incident	CISM Services are limited to 4 hours per rolling year. Additional hours are \$325.00 per hour, per clinician.
Critical Incident Stress Management (CISM)/Critical Incident Cancellation Fee	Failure to provide HBS with 24 hour notice of cancellation of Workplace Crisis Response Services will result in a charge of \$325.00 per incident.
Reduction in Force	\$325.00 per hour, per clinician
Reduction in Force Cancellation Fee	Failure to provide HBS with 24 hour notice of cancellation of Reduction in Force will result in a charge of \$325.00 per incident.
Grief Groups	\$325.00 per hour, per clinician
Grief Groups Cancellation Fee	Failure to provide HBS with 24 hour notice of cancellation of Grief Group will result in a charge of \$325.00 per incident.
Drug Free Workplace Services Substance Abuse Case Management by a Substance Abuse Professional (SAP) and/or Department of Transportation regulation compliance.	One (1) case provided per year. Additional cases are \$750.00 per case.
Awareness Training	\$ 350.00 per hour, per clinician, plus a charge of \$50.00 per hour of travel to and from the Company's location.
Awareness Training Cancellation Fee	Failure to provide HBS with 24 hours notice of cancellation of a previously scheduled awareness training program may result in a charge of \$350.00 per incident.

HBS also may adjust Service Fees effective as of the date on which any of the following occurs.

- (1) If, for any Service, there is a 20% change in the number of Employees from the number of Employees assumed in HBS's quotation as of the Effective Date of this Services Agreement.
- (2) Change in Services—A material change in Services is requested or initiated by the Customer or by legislative action.
- (3) Premium Taxes or Assessments—If legislative or regulatory action results in the assessment of premium taxes or other like charges as it concerns those Services provided under the terms of this Agreement.

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

APPENDIX A

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) ADDENDUM

This Addendum between Nassau County Board of County Commissioners (“Customer”) and Horizon Behavioral Services, LLC (“HBS”) is an attachment to the Employee Assistance Program Services Agreement between HBS and Customer (the “Agreement”) and is incorporated by reference therein.

In conformity with the regulations at 45 C.F.R. Parts 160-164 (the “Privacy and Security Rules”) Aetna will under the following conditions and provisions have access to, maintain, transmit, create and/or receive certain Protected Health Information:

1. Definitions. The following terms shall have the meaning set forth below:
 - (a) ARRA. “ARRA” means the American Recovery and Reinvestment Act of 2009.
 - (b) C.F.R. “C.F.R.” means the Code of Federal Regulations.
 - (c) Designated Record Set. “Designated Record Set” has the meaning assigned to such term in 45 C.F.R. 164.501.
 - (d) Discovery. “Discovery” shall mean the first day on which a Breach is known to Aetna (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Aetna), or should reasonably have been known to Aetna, to have occurred.
 - (e) Electronic Health Record. “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.
 - (f) Electronic Protected Health Information. “Electronic Protected Health Information” means information that comes within paragraphs 1(i) or 1(ii) of the definition of “Protected Health Information”, as defined in 45 C.F.R. 160.103.
 - (g) Individual. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502 (g).
 - (h) Protected Health Information “Protected Health Information” shall have the same meaning as the term “Protected Health Information”, as defined by 45 C.F.R. 160.103, limited to the information created or received by Aetna from or on behalf of Customer.
 - (i) Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. 164.103.
 - (j) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (k) Breach. “Breach” means the unauthorized acquisition, access, use or disclosure of Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Breach does not include:
 - (i) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Aetna if:
 - (I) such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with Aetna; and
 - (II) such information is not further acquired, accessed, used or disclosed by any person; or
 - (ii) any inadvertent disclosure from an individual who is otherwise authorized to access Protected Health Information at a facility operated by Aetna to another similarly situated individual at the same facility; and
 - (iii) any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.
 - (l) Security Incident. “Security Incident” has the meaning assigned to such term in 45 C.F.R. 164.304.
 - (m) Standard Transactions. “Standard Transactions” means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C.F.R., Parts 160-162.
 - (n) Unsecured Protected Health Information. “Unsecured Protected Health Information” means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.
2. Obligations and Activities of Aetna
 - (a) Aetna agrees to not use or disclose Protected Health Information other than as permitted or required by this Appendix or as Required By Law.
 - (b) Aetna agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Appendix.
 - (c) Aetna agrees to mitigate, to the extent practicable, any harmful effect that is known to Aetna of a use or disclosure of Protected Health Information by Aetna in violation of the requirements of this Appendix.
 - (d) Aetna agrees to report to Customer any Security Incident or any use or disclosure of the Protected Health Information not allowed by this Appendix of which it becomes aware, except that, for purposes of the Security Incident reporting

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

requirement, the term "Security Incident" shall not include inconsequential incidents that occur on a daily basis, such as scans, "pings" or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Aetna.

- (e) Aetna agrees to report to Customer any Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than sixty (60) calendar days after Discovery of a Breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Aetna, to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Aetna shall provide any additional information reasonably requested by Customer for purposes of investigating the Breach. Aetna's notification of a Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.
- (f) Aetna agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Aetna on behalf of Customer agrees to the same restrictions and conditions that apply through this Appendix to Aetna with respect to such information.
- (g) Aetna agrees to provide access, at the request of Customer, and in the time and manner designated by Customer, to Protected Health Information in a Designated Record Set, to Customer or, as directed by Customer, to an Individual in order to meet the requirements under 45 C.F.R. 164.524.
- (h) Aetna agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Customer directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Customer or an Individual, and in the time and manner designated by Customer. Aetna agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Aetna on behalf of, Customer, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Customer's compliance with the Privacy and Security Rules.
- (i) Aetna agrees to document such disclosures of Protected Health Information as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (k) Aetna agrees to provide to Customer the information collected in accordance with this Section to permit Customer to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528. In addition, with respect to information contained in an Electronic Health Record, Aetna shall document, and maintain such documentation for three (3) years from date of disclosure, such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of information contained in an Electronic Health Record, as required by Section 13405(c) of Subtitle D (Privacy) of ARRA and related regulations issued by the Secretary from time to time.
- (l) With respect to Electronic Protected Health Information, Aetna shall implement and comply with the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Customer. Aetna acknowledges that, effective the later of the Effective Date of this Appendix or February 17, 2010, (i) the foregoing safeguards, policies and procedures requirements shall apply to Aetna in the same manner that such requirements apply to Customer, and (ii) Aetna shall be subject to the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- (m) With respect to Electronic Protected Health Information, Aetna shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.
- (n) If Aetna conducts any Standard Transactions on behalf of Customer, Aetna shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.
- (o) Aetna acknowledges that, effective the later of the Effective Date of this Appendix or February 17, 2010, it shall be subject to the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Appendix and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements

3. Permitted Uses and Disclosures by Aetna

3.1 General Use and Disclosure

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

3.2 Specific Use and Disclosure Provisions

- (a) Except as otherwise provided in this Appendix, Aetna may use Protected Health Information for the proper management and administration of Aetna or to carry out the legal responsibilities of Aetna.
- (b) Except as otherwise provided in this Appendix, Aetna may disclose Protected Health Information for the proper management and administration of Aetna, provided that disclosures are Required By Law, or Aetna obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Aetna of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Breach and Security Incident notifications requirements of this Appendix.
- (c) Aetna shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without Customer's prior written approval and notice from Customer that it has obtained from the individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Aetna. The foregoing shall not apply to Customer's payments to Aetna for services delivered by Aetna to Customer.
- (e) Aetna may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).

4. Obligations of Customer.

4.1 Provisions for Customer to Inform Aetna of Privacy Practices and Restrictions

- (a) Customer shall notify Aetna of any limitation(s) in its notice of privacy practices of Customer in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect Aetna's use or disclosure of Protected Health Information.
- (b) Customer shall provide Aetna with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Aetna's uses or disclosures of Protected Health Information.
- (c) Customer agrees that it will not furnish or impose by arrangements with third parties or other Covered Entities or Business Associates special limits or restrictions to the uses and disclosures of its PHI that may impact in any manner the use and disclosure of PHI by Aetna under the Services Agreement and this Appendix, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. 164.522.

4.2 Permissible Requests by Customer

Customer shall not request Aetna to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Customer.

5. Term and Termination

- (a) Term. The provisions of this Appendix shall take effect on the effective date of the Services Agreement, and shall terminate upon expiration or termination of the Services Agreement, except as otherwise provided herein.
- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Services Agreement and upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:
 - i. Provide an opportunity for the breaching party to cure the breach or end the violation, or terminate the Services Agreement, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party,
 - ii. Immediately terminate the Services Agreement, if cure of such breach is not possible;
 - iii. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.
- (c) Effect of Termination.

The parties mutually agree that it is essential for Protected Health Information to be maintained after the expiration of the Services Agreement for regulatory and other business reasons. The parties further agree that it would be infeasible for Customer to maintain such records because Customer lacks the necessary system and expertise. Accordingly, Customer hereby appoints Aetna as its custodian for the safe keeping of any record containing Protected Health Information that Aetna may determine it is appropriate to retain. Notwithstanding the expiration of the Services Agreement, Aetna shall extend the protections of this Appendix to such Protected Health Information, and limit further use or disclosure of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible

6. Miscellaneous

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

- (a) Regulatory References. A reference in this Appendix to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for Customer and Aetna to comply with the requirements of the HIPAA Privacy Rule, the HIPAA Security Rule, the HITECH Act, and HIPAA, as amended.
- (c) Survival. The respective rights and obligations of Aetna under Section 5(c) of this Appendix shall survive the termination of this Appendix.
- (d) Interpretation. Any ambiguity in this Appendix shall be resolved in favor of a meaning that permits Customer to comply with the Privacy and Security Rules.
- (e) No third party beneficiary. Nothing express or implied in this Appendix or in the Services Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Governing Law. This Appendix shall be governed by and construed in accordance with the same internal laws as that of the Services Agreement

The parties hereto have executed this Appendix with the execution of the Services Agreement.