

# SANTA ROSA COUNTY

## DEPARTMENT OF HUMAN RESOURCES AND RISK MANAGEMENT

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DEVANN COOK  
DIRECTOR

### MEMORANDUM

**TO:** Santa Rosa Board of County Commissioners

**FROM:** DeVann Cook, Director of Human Resources *DeVann*

**THROUGH:** Tony Gomillion, County Administrator

**RE:** EAP Agreement

**DATE:** January 13, 2016

#### Recommendation

I recommend continuation of our Employee Assistance Program agreement, with Stone Ridge Counseling Center, as stated in Section D (1) of the 2012 agreement (attached).

#### Background

In 2010, Santa Rosa County contracted with Stone Ridge Counseling for employee assistance services. Since that time, Stone Ridge has provided excellent service to the County and our employees. The average annual cost for this program is \$7,000.00.

DC/lh

Attachment

cc: R. Andrews

## EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

This Employee Assistance Agreement is made this 1<sup>st</sup> day of February, 2012, between Stone Ridge Counseling Center, Inc. (referred to as SRCC) and Santa Rosa County (hereinafter referred to as "The Employer")

A. The following terms are defined herewith:

1. "Employees" shall be defined as both full-time and part-time employees at the Employer's sites. Subcontractors and retirees are not covered.
2. "Family" shall mean spouse and dependent children (i.e. biological, adopted, stepchildren living with the employee). Children between the ages of 18 and 21 must be attending school or college to be considered for the EAP service. It will be left to the discretion of the Employer to determine eligibility in any case that does not meet the above requirements.
3. An initial evaluation will be provided for each referral to determine further needs to include but is not limited to the following problems: emotional state, alcohol or drug abuse, job related concerns and ability to perform work related duties/requirements, emotional or psychological well being, marriage and family relationships, school related issues and financial or legal problems.
4. SRCC will provide treatment as deemed necessary by the therapist, however if services needed are beyond the treatment capabilities of SRCC, a referral will be made to an external referral source and are not covered by this agreement.

B. SRCC agrees to the following:

1. Provide an initial evaluation/assessment, counseling and a referral if necessary during the duration of this agreement, to each employee and/or member of his/her family as defined above. This service will be provided both on a voluntary basis by the employee or family member and as referred by the Employer.
2. Arrange and provide up to two follow-up visits for outpatient counseling as deemed appropriate. The employer may agree to pay for additional services on a case by case basis (to be confirmed by HR director or owner).
  - (a) In the event of a positive Department of Transportation (DOT) drug screen, SRCC will serve as a referral source for a Substance Abuse Professional (SAP) who will provide an evaluation of the employee who has tested positive. Payment

for the evaluation and subsequent treatment for substance abuse is not the responsibility of SRCC.

3. Designate an EAP representative who shall be responsible for resolving any and all problems associated with the Employer's involvement in the Employee Assistance Program.
4. Provide a quarterly report indicating the number of employees who have used the Employee Assistance Program. All names will be kept confidential to protect the rights of the employee unless a specific authorization of release of information has been signed.
5. Provide emergency service to include 24 to 48 hour business day call back.
6. Upon request from the Employer, provide training for managers and supervisors on the benefits of using the Employee Assistance Program and awareness of the effects of mental health related issues on job performance and attendance.
7. Assist the Employer to promote awareness of the EAP. SRCC may also provide promotional materials to promote awareness of the EAP by the Employer's managers and employees.
8. Consult with Employer's supervisory personnel, when requested and provide immediate feedback (within two business days) of any supervisor referral.
9. Provide training and educational sessions as requested for the benefit of the eligible employees. The cost will be \$150.00 an hour, travel time @ \$75.00 per hour in 15 minute increments. Any program or training over four hours will be contracted negotiated and contracted separately.
10. Provide crisis counseling at the Employer's request within 72 hours of the call made for the request. Crisis counseling is defined by an event that necessitates immediate response. The cost will be \$300.00 for a two hour minimum and \$150.00 per hour for each additional hour within the local area. If the counseling is provided outside the Employer's local area, travel time at \$75.00 per hour will be incurred in 15 minute increments. If an overnight stay is required it will be at the expense of the Employer.
11. Keep in force comprehensive general liability insurance and professional malpractice insurance during the term of this contract with limits of not less than \$1,000,000 per occurrence and the \$3,000,000 aggregate.
12. Provide services in a professional facility by licensed therapists.

13. Submit invoices for any charges within 30 days of the date of service.
  14. SRCC reserves the following rights:
    - (a) A no-show by a client who fails to provide 24 hour notice to cancel the appointment will be counted and billed as a visit.
    - (b) Court-ordered counseling or assessments are not covered.
    - (c) Court-ordered appearances or documentation are not covered.
- C. The Employer agrees to:
1. Designate an Employer EAP Coordinator who will be the chief representative of the Employer and liaison with SRCC's EAP consultant.
  2. Provide SRCC with a suitable means to identify those individuals eligible to participate in the program with the understanding the employees/and or immediate family members can self-refer.
  3. Take reasonable steps to promote awareness of the EAP through internal communications and by Employer endorsement not limited to materials made available in employee workrooms.
  4. The EAP Coordinator and/or supervisor who make a direct referral and wishes to have feedback will leave specific information with SRCC regarding the need for the referral, a contact name and number, and type of feedback requested.
  5. Compensate SRCC for the services described above as follows:
    - (a) The Employer shall pay for the EAP services that are undisputed by the Employer, and reflected on invoices in proper form that are accurate, complete and submitted in a timely manner.
    - (b) The Employer shall pay the hourly rate of \$75.00 per consultation, assessment and/or counseling services that are provided in 45-50 minute sessions by the therapists of SRCC, under this agreement.
    - (c) The Employer shall establish service limits of three visits on each case which SRCC will not exceed without express approval by the Employer. A no-show by an employee will be counted as a billable visit.
    - (d) The Employer represents that it has approximately 900 plus employees who may avail themselves of the services to be provided under this agreement.
- D. Employer and SRCC mutually agree that:

1. The term of this Agreement shall be for one year from February 1, 2012 through January 31, 2013. Either party may terminate this Agreement upon 90 days written notice to the other. In the event of termination, the Employer will pay outstanding invoices within 30 days. This contract will be renewed annually unless either party is notified of termination.
2. The medical record shall be considered the property of SRCC which shall seek to safeguard it from unauthorized use, access, loss or destruction within the time deemed appropriate by the State of Florida and Federal laws. Release of information will be used in all incidences which require correspondence outside of SRCC therefore records shall not be accessed or released without the proper consent of the patient/client.
3. The costs of further treatment to be rendered by SRCC will be paid by the employee or his/her insurer or other party payer unless specifically authorized by the Employer on a case by case basis. The Employer is therefore released from further financial obligations after the third session is completed. Any costs incurred via referrals made by SRCC are the responsibility of the patient.
4. SRCC is an independent contractor in performing its obligations hereunder. In no event will SRCC be liable for any injury or damages to employees or members of the families or others arising out of any acts or omissions by the Employer, under this Agreement. Each party agrees to indemnify and hold the other harmless against claims arising out of its own acts and omissions and the acts and omissions of its employees under this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives of the date first written above.

STONE RIDGE COUNSELING CENTER, INC.

By: \_\_\_\_\_

Melissa Adams, President & EAP Coordinator

Date: BCC approved Jan 12, 2012

SANTA ROSA COUNTY, FLORIDA

ATTEST:

Margaret Jones  
Clerk



Jim Williamson  
Jim Williamson, Chairman

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