

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 21, 2007

Division: Employee Services

Bulk Item: Yes X No

Department: Benefits Office

Staff Contact Person/Phone #: Teresa Aguiar X4458

AGENDA ITEM WORDING: Approval to extend the current Employee Assistance Program agreement for three months with the Mental Health Care Center of the Lower Keys, Inc., D/B/A Care Center for Mental Health.

ITEM BACKGROUND: The current contract expires March 30, 2007. The additional three months will provide sufficient time in order to secure a contract and fully implement EAP services with one of the 6 proposals received during the bidding process which expired February 14, 2007.

PREVIOUS RELEVANT BOCC ACTION: At the March 15, 2006 meeting, the BOCC approved the final year of extending the term of the current contract.

CONTRACT/AGREEMENT CHANGES: Amend the existing contract to extend the agreement for three additional months (period of April 1, 2007 – June 30, 2007).

STAFF RECOMMENDATIONS: Approval to extend the existing contract until June 30, 2007.

TOTAL COST: \$5,224.00 per month

BUDGETED: Yes X No

COST TO COUNTY: \$15,672

SOURCE OF FUNDS: Ad Valorem

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty *nwc* OMB/Purchasing Risk Management *MS*

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #



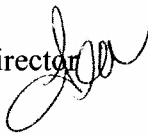
BOARD OF COUNTY COMMISSIONERS

Mayor Mario Di Gennaro, District 4
Mayor Pro Tem Dixie M. Spehar, District 1
George Neugent, District 2
Charles "Sonny" McCoy, District 3
Sylvia J. Murphy, District 5

Office of the Employee Services Division Director
The Historic Gato Cigar Factory
1100 Simonton Street, Suite 268
Key West, FL 33040
(305) 292-4458 – Phone
(305) 292-4564 - Fax



TO: Board of County Commissioners

FROM: Teresa E. Aguiar,
Employee Services Director 

DATE: March 2, 2007

SUBJ: Amendment to Agreement – Extension of Contract
Employee Assistance Program

This item requests approval to extend the current contract with the Care Center for three additional months in order to provide an adequate amount of time to secure a contract and fully implement EAP services with a new Provider. The current agreement will expire on March 31, 2007 and this request for an extension will be for the time period of April 1, 2007 – June 30, 2007.

It is therefore the recommendation that the Board approve the request to extend the current contract for an additional three months. If you have any questions on this item, please do not hesitate to contact me at X4458.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY			
Contract #	<u>Mental Health Care Center of the Lower Keys, Inc., D/B/A Care Center for Mental Health</u>	Contract #	
		Effective Date:	<u>April 1, 2007</u>
		Expiration Date:	<u>June 30, 2007</u>
Contract Purpose/Description: Approval of Amendment to Agreement extending the current Contract for an additional three months.			
Contract Manager:	<u>Maria Gonzalez</u> (Name)	<u>4448</u> (Ext.)	<u>Employee Services/Stop #1</u> (Department/Stop #)
for BOCC meeting on <u>March 21, 2007</u> Agenda Deadline: <u>March 6, 2007</u>			

CONTRACT COSTS			
Total Dollar Value of Contract:	<u>\$15,672</u>	Current Year Portion: \$	_____
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes:	<u>502 - 08002 - 530 - 340</u>	
Grant: \$	_____	_____	_____
County Match: \$	_____	_____	_____
		_____	_____
ADDITIONAL COSTS			
Estimated Ongoing Costs: \$	_____/yr	For:	_____
(Not included in dollar value above)		(eg. maintenance, utilities, janitorial, salaries, etc.)	

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>3-5-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3-5-07</u>
Risk Management	<u>3-5-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3-5-07</u>
^{PJM} O.M.B./Purchasing	<u>3-5-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	
County Attorney	<u>3-5-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/5/07</u>
Comments: _____				

EMPLOYEE ASSISTANCE PROGRAM AMENDMENT TO AGREEMENT

THIS AMENDMENT AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 1100 Simonton Street, Suite 2-268, Key West, Florida 33040 (hereinafter "Employer") and the MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC., D/B/A Care Center for Mental Health (hereinafter "Contractor"), 1205 Fourth Street, Key West, Florida 33040.

WHEREAS, on August 19, 1997, the Employer and the Contractor entered into an agreement (hereinafter the original agreement) establishing an Employee Assistance Program (hereinafter "Program") for the purpose of providing confidential, professional counseling on personal matters affecting their physical and emotional well-being for all full-time, regular employees and their dependents with offices in Key West, Marathon and Plantation Key; and

WHEREAS, said Agreement was renewed August 9, 1998, August 8, 1999; September 20, 2000; March 21, 2001; November 30, 2001; February 13, 2002; February 19, 2003; March 17, 2004; May 1, 2004; March 16, 2005; and March 15, 2006.

WHEREAS, the County is currently working on contracting these services with another vendor from the six proposals received from the bidding process which closed February 14, 2007;

WHEREAS, the Employer desires to extend the current agreement according to such terms; now, therefore, the parties agree as follows:

- 1.) The current renewal agreement is hereby extended for a term of three months, from the period beginning, April 1, 2007 and expiring June 30, 2007.
- 2.) The Employer will pay the Contractor \$4.00 per employee per month for the term of this agreement, based on a monthly total of 1306 employees, or \$5,224.00 per month for the Contractor's EAP services.
- 3.) In all respects the terms and conditions of the original agreement not inconsistent herewith remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 21st day of March 2007.

SEAL

ATTEST: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

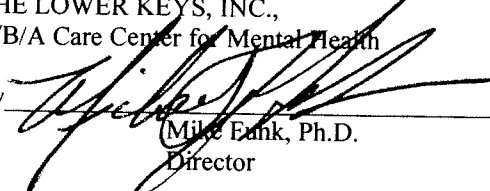
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman

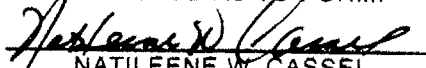
ATTEST:

By _____
Secretary

MENTAL HEALTH CARE CENTER OF
THE LOWER KEYS, INC.,
D/B/A Care Center for Mental Health

By  _____
(Mike Eank, Ph.D.)
Director

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY

Date 3/5/07

EMPLOYEE ASSISTANCE PROGRAM RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 1100 Simonton Street, Suite 2-268, Key West, Florida 33040 (hereinafter Employer) and the MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC., D/B/A Care Center for Mental Health (hereinafter Contractor), 1205 Fourth Street, Key West, Florida 33040.

WHEREAS, on August 19, 1997, the Employer and the Contractor entered into an agreement (hereinafter the original agreement) establishing an Employee Assistance Program (hereinafter Program) for the purpose of providing confidential, professional counseling on personal matters affecting their physical and emotional well-being for all full-time, regular employees and their dependents with offices in Key West, Marathon and Plantation Key; and

WHEREAS, said Agreement was renewed August 9, 1998; August 8, 1999; September 20, 2000; March 21, 2001; November 30, 2001; February 13, 2002; February 19, 2003; March 17, 2004; May 1, 2004; and March 16, 2005.

WHEREAS, the Employer desires to extend the current agreement according to such terms; now, therefore, The parties agree as follows:

- 1.) The current renewal agreement is hereby extended for a term of one year, and this period will expire March 31, 2007.
- 2.) The Employer will pay the Contractor \$4.00 per employee per month, in arrears, based on a monthly total of 1306 employees, or \$5,224.00 per month for the Contractor's EAP services.
- 3.) In all respects the terms and conditions of the original agreement not inconsistent herewith remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 15th day of March 2006.



ATTEST: DANNY L. KOLHAGE, CLERK

By *Janele Hancock*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *[Signature]*
Mayor/Chairman

ATTEST

By *Aubora Newman*
Secretary

MENTAL HEALTH CARE CENTER OF
THE LOWER KEYS, INC.,
D/B/A Care Center for Mental Health

By *[Signature]*
Frank Rabbito
Sr. Vice President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

[Signature]
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 2/24/06

EMPLOYEE ASSISTANCE PLAN CONTRACT

This contract is entered into by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 5100 College Road, Public Service Building, Key West, FL 33040, hereafter COUNTY, and the Mental Health Care Center of the Lower Keys, Inc. d/b/a CARE CENTER FOR MENTAL HEALTH, a non-profit Florida corporation, whose address is 1205 4th Street, Key West, FL 33040, hereafter the CONTRACTOR.

WHEREAS, the COUNTY recognizes that its employees can suffer from personal problems and stress that can adversely affect their job performance, attendance at work and health;

WHEREAS, the COUNTY desires to contract with a qualified provider to furnish COUNTY employees and their dependents with confidential counseling on personal matters that affect their physical and emotional well-being;

WHEREAS, the CONTRACTOR represents that it has a professionally qualified staff and the resources to provide such counseling services;

WHEREAS, the COUNTY desires to employ the CONTRACTOR to furnish such counseling services to the COUNTY's employees and their dependents; NOW THEREFORE,

The parties agree as follows:

1) DEFINITIONS:

a) COUNTY employees are the employees of the Board of County Commissioners, the Board members, the Constitutional Officers and their employees. As used in this contract, the words COUNTY employee or employee includes dependents.

b) Dependents are those individuals living in the employee's home.

2) The CONTRACTOR must provide an employee assistance plan, hereafter the EAP, to the COUNTY employees. The EAP requirements are set forth in the paragraphs that follow.

3) The EAP must initially provide the following service:

a) A top management orientation session must be held that provides an EAP overview to top COUNTY management personnel who cannot, because of their job responsibilities, attend the 2 1/2 hour supervisor's intervention training sessions.

b) At least four supervisors' intervention training sessions must be held to explain the supervisors' role, function and responsibility vis a vis the EAP. The sessions must be at least 2 1/2 hours long and the CONTRACTOR should furnish the supervisors that attend the session with written (and complete) information regarding the operation of the EAP. An additional session for newly hired supervisors who missed the first four sessions must be held during the contract term. The CONTRACTOR must also be available for consultation with the supervisors regarding the operation and administration of the EAP during the contract term.

c) A program orientation session must be held for all COUNTY employees not covered under subparagraphs 3(a) or 3(b) to explain to them the counseling services available under the EAP. A summary, written in simple English, that describes the EAP services available should be furnished the employees at these sessions. The employee sessions must be at least thirty minutes long.

d) The CONTRACTOR's scheduling of the sessions described in subparagraphs 3(a) - 3(c) must be coordinated with the County's Human Resources Director. Sessions must be held in the COUNTY offices at Key West, Marathon, and Plantation Key, except for the top management session which need only be held in Key West.

4) Upon request, the EAP must provide four educational group seminars selected from the following topics:

- a) Stress management;
- b) Violence in the workplace;
- c) Alcohol and education;
- d) Marriage enrichment;
- e) Depression;
- f) Dealing with difficult people;
- g) Parenting problems; and
- h) Anger management.

5) The EAP must provide individual counseling services that include the following:

- a) Mental health care;
- b) Substance abuse evaluation and rehabilitation;
- c) Retirement counseling;
- d) Parenting;
- e) Abuse;
- f) Anger and stress management;
- g) Grief and loss; and
- h) Elder care.

Employees may be referred to individual counseling by their supervisors or may seek out counseling individually. To facilitate employees seeking counseling on their own, the

CONTRACTOR must provide a 7 days a week and 24-hour per day toll free confidential telephone service answered by professional staff. This phone service must be able to immediately assist the employee seeking professional help. Whenever possible, face to face meetings with the employee and the CONTRACTOR's counselor should be arranged, so that the employee's problem(s) may be professionally evaluated and an effective care plan devised and implemented.

A total of eight face to face counseling sessions are available to the employee and his or her dependents during the contract term. If the eight counseling sessions are exhausted, but the problem(s) remain unresolved, then the CONTRACTOR must explain to the employee what other treatment options are available.

If the face to face counseling session(s) reveal a problem or problems not covered by the EAP, then the CONTRACTOR must refer the employee to a mental health care provider who can furnish the service(s) needed. In the case of a referral under this subparagraph, and after the employee executes a release of information form, the CONTRACTOR must keep in contact with the counseling service provider in order to determine whether the employee is receiving appropriate professional treatment and is participating in a positive way in the treatment plan. If the employee was initially referred to the CONTRACTOR by a COUNTY supervisor, then the COUNTY's Human Resources Director must be kept advised of the progress of the referral treatment. Otherwise, that information may not be released to COUNTY management or any other third person.

6) The CONTRACTOR must furnish the COUNTY a quarterly report that has the following information:

- a) The number of employees using the EAP;
- b) The number of individual referrals and the number of supervisor/management referrals;
- c) The number of males and females participating in the EAP;
- d) The number of problems diagnosed broken into categories;

- e) Treatment results by category, along with numbers showing employees that are:
 - (i) Currently in treatment;
 - (ii) Cooperating with treatment;
 - (iii) Completed treatment;
 - (iv) Referred out of the EAP and to another mental health care provider;
 - (v) Receiving after-care service.

7) All employee counseling sessions, and any records related to those sessions, are confidential and may not be released to the COUNTY or to any third person. There are only two exceptions to this confidentiality requirement. The first is when an employee is referred to the CONTRACTOR by his or her supervisor or another member of management. In that case, the CONTRACTOR will obtain from the client a signed "Release of Confidential Information" form which will permit the CONTRACTOR to keep Monroe COUNTY's Human Resources Director informed with regard to whether the employee is cooperating with his or her treatment program. The second exception is when the CONTRACTOR, in his professional opinion, determines that an employee is a clear and imminent danger to him or herself or others. In that case, the CONTRACTOR must immediately notify the COUNTY Human Resources Director or, if she is unavailable, the COUNTY Administrator, as provided by Florida law.

8) The term of this contract is from September 1, 1997 through and including September 30, 1998. This contract may be renewed at the option of the COUNTY for two additional one-year terms (October 1 - September 30) on the same terms and conditions as the original contract. In order to exercise its option, the COUNTY must furnish the CONTRACTOR a written notice of the COUNTY's intent to renew 30 days or more before the contract term expiration date (September 30).

9) The COUNTY will pay the CONTRACTOR based on 1381 employees at \$6.00 per employee per month, on an arrears basis, \$8,286.00 per month for the CONTRACTOR's EAP services. This amount is due without regard to the number of employees who utilize the EAP

services during the month. The amount is also due without regard to any fluctuation in the number of employees during the contract term. In order to be paid, the CONTRACTOR must prepare a monthly invoice for payment in a form satisfactory to the COUNTY's Human Resources Director and to the Clerk. The invoice must be submitted to the Human Resources Director for approval. If the Director approves, she will forward the invoice to the Clerk for payment.

10) The COUNTY's obligation to pay is contingent upon an annual appropriation from the COUNTY's Board of County Commissioners. If the Board fails to appropriate funds, the COUNTY's Human Resources Director must immediately notify the CONTRACTOR to cease all EAP services. The CONTRACTOR will then be paid the pro-rata amount of its monthly fee up to the date it received the Director's notice. After this payment, the COUNTY will have no further obligation or liability to the CONTRACTOR, either for additional fees under the contract or for damages of any kind and amount based on any theory of liability.

11) The CONTRACTOR warrants that all persons who furnish professional counseling services to employees under the EAP are competent to perform such services, will perform such services with a high standard of professional care, and are properly licensed by the State of Florida to perform such services.

12) Due to the archipelago geography of the Florida Keys and the location of COUNTY offices, the CONTRACTOR must maintain offices in Key West, Marathon, and Plantation Key during the contract term.

13) Before the commencement of providing EAP service under this contract, the CONTRACTOR must have the insurance set forth in Attachment A. Attachment A is attached to and incorporated into this contract.

14) The CONTRACTOR must indemnify and hold harmless the COUNTY from and against all liability, claims, damages both direct and consequential, loss, costs and expenses arising out of, or resulting from, any negligent error or omission of the CONTRACTOR in performing the EAP services required under this contract. The purchase of the insurance required under paragraph 13 does not vitiate the CONTRACTOR's indemnification obligation under this paragraph 14.

15) Except in the case of non-appropriation covered by paragraph 10, either party may cancel this contract without cause by giving sixty (60) days written notice to the other party. The CONTRACTOR must be paid the fee for EAP services due under this contract up to the cancellation date. If the cancellation date falls during the month, then the final monthly payment will be paid pro-rata so that the amount reflects the number of days in the month up to the date of cancellation. Other than the COUNTY's obligation to pay the contract fee up to the cancellation date, the party who cancels the contract under this paragraph is not obligated or liable to the other for any additional fees under the contract or damages of any kind or amount based on any theory of liability.

16) Either party may terminate this contract because of the failure of the other party to perform its obligations under this contract. If the COUNTY terminates this contract because of the CONTRACTOR's failure to perform, then the COUNTY must pay the CONTRACTOR the amount due for EAP services satisfactorily performed up to the date of the CONTRACTOR's failure to perform, but minus any damages, direct and consequential, the COUNTY suffered as a result of the CONTRACTOR's failure. The damage amount must be reduced by the amount saved by the COUNTY as a result of the contract termination. The CONTRACTOR is liable for any additional amount necessary to adequately compensate the COUNTY if the amount due the CONTRACTOR is insufficient to compensate the COUNTY for the damage it suffered.

17) The CONTRACTOR may not assign its obligations or benefits under this contract, or subcontract its obligations under this contract, without the written consent of the COUNTY.

18) The CONTRACTOR is an independent CONTRACTOR. Nothing in this contract creates a contractual relationship with, or any rights in favor of, any third party - including the employees, subcontractors or suppliers of the CONTRACTOR - and the COUNTY.

19) This contract has been carefully reviewed by both the CONTRACTOR and the COUNTY. Therefore, this contract is not to be strictly construed against either party on the basis of authorship.

20) This contract represents the parties' final and mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This contract cannot be modified or replaced except by another signed contract.

21) Nothing in this contract should be read as modifying the applicable statute of limitations. The waiver of the breach of any obligation of this contract does not waive another breach of that or any other obligation.

22) The CONTRACTOR warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former COUNTY officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, the COUNTY may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former COUNTY officer or employee.

23) This contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County, Florida. In the event of

litigation, the prevailing party is entitled to reasonable costs plus a reasonable fair market value attorney's fee.

24) All communication between the parties should be through the following individuals:

Monroe County:

Dept. of Human Resources
Public Service Building
5100 College Road
Key West, FL 33040
(305) 292-4462

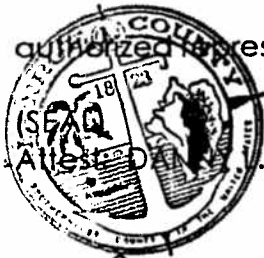
Contractor:

Dr. Marshall Wolfe
Mental Health Care Center
of the Lower Keys, Inc.
1205 4th Street
Key West, FL 33040
(305) 292-6843

25) This contract takes effect on September 1, 1997.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly

authorized representative.



D. KOLHAGE, CLERK

By Isabel C. DeSantis
Deputy Clerk
Date 08-19-97

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By [Signature]
Mayor/Chairman

(CORPORATE SEAL)
Attest:

By _____
Secretary
Date: _____

MENTAL HEALTH CARE CENTER
OF THE LOWER KEYS, INC.

By Marshall Wolfe
President

con2eap

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WOLFE
DATE 8-6-97