

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 16, 2007

Division: Employee Services

Bulk Item: Yes X No

Department: Benefits Office

Staff Contact Person/Phone #: Teresa Aguiar X4458

AGENDA ITEM WORDING: Approval to approve the Employee Assistance Program agreement with The Allen Group.

ITEM BACKGROUND: The County went out for bids and received 6 proposals during the bidding process which expired February 14, 2007. The current contract with the Care Center expired on March 30, 2007. Approval was granted at the March BOCC meeting to extend the current contract for an additional three months (April 1, 2007 – June 30, 2007) in order to provide sufficient time to fully implement EAP services with the new Provider.

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

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval to contract with The Allen Group for EAP services for the period of June 1, 2007 – May 30, 2008.

TOTAL COST: \$40,667.40 yr **BUDGETED:** Yes X No

COST TO COUNTY: \$40,667.40 **SOURCE OF FUNDS:** Ad Valorem

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

APPROVED BY: County Atty nwc OMB/Purchasing [Signature] Risk Management [Signature]

DOCUMENTATION: Included X Not Required

DISPOSITION: **AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY			
Contract with:	The Allen Group	Contract #	
		Effective Date:	June 1, 2007
		Expiration Date:	May 31, 2008
Contract Purpose/Description: Approval of Contract which provides confidential counseling services for employees and dependents of the BOCC, the BOCC members and the Constitutional Officers and their employees.			
Contract Manager:	Maria Gonzalez (Name)	4448 (Ext.)	Employee Services/Stop #1 (Department/Stop #)
for BOCC meeting on May 16, 2007 Agenda Deadline: May 1, 2007			

CONTRACT COSTS	
Total Dollar Value of Contract:	\$40,667.40 Current Year Portion: \$ _____
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes: 502 - 08002 - 530 - 340
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	5/9/07	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	5/9/07
Risk Management	5/9/07	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	5/9/07
<i>PXL</i> O.M.B./Purchasing	5-9-07	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>[Signature]</i>	5/9/07
County Attorney	5/9/07	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	5/9/07
Comments: <i>Originals of contract + forms to follow prior to BOCC meeting 5/16/07</i>				



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: April 25, 2007

SUBJ: EAP Contract
The Allen Group

This item requests approval to contract with The Allen Group to provide confidential counseling services in the lower, middle and upper keys for employees and their dependents.

The purpose of an Employee Assistance Program is to improve the psychological health of the employees or dependents experiencing problems which may or are currently affecting the employee's productivity. Individual problems can range from need for information on child care to serious difficulties with alcohol or drugs. Other employees will also benefit by being part of a safer, more productive workforce.

This contract provides confidential unlimited short term counseling services, on site periodic seminars and initial orientation sessions, printed materials and 24 hour website access, 24 hour/seven day a week confidential telephone service, Fitness for duty evaluations and other related services.

This RFP received 6 proposals and it is believed that The Allen Group (TAG) is the best choice of all the Proposals (see attached letter from Interisk dated April 25, 2007).

It is therefore the recommendation that the Board approve the request to contract with The Allen Group for the period of June 1, 2007 – May 30, 2008. If you have any questions on this item, please do not hesitate to contact me at X4458.

Interisk Corporation

Consultants ~ Risk Mgt. & Employee Benefits

1111 No. Westshore Blvd., Suite 208, Tampa, Florida 33607-4711 ~ tel: 813-287-1040

DATE: April 25, 2007
TO: Teresa Aguiar/Monroe County
FROM: Lawton Swan III/Sharon M. Jakobi
RE: Report on Proposal Evaluation of Employee Assistance Program

Interisk has reviewed the six proposals received in response to the Request for Proposal (RFP) for Monroe County's Employee Assistance Program (EAP). Proposals were received from Life Solutions EAP, Corpcare, United Behavioral Health, Business Health Service, Deer Oaks EAP Services LLC, and The Allen Group (TAG). The review included all documents submitted plus the results of individual telephone interviews with each proposer organization. The results of the reviews follow.

Proposers stated they will comply with the 24/7 live response telephone system, management, supervisor and employee meetings at all three of Monroe County's locations, insurance requirements and forms required by the County and the draft agreement included in the RFP.

Specifically, Treatment locations (the network), Benefits, Reports (utilization with requested categories) and Billings and Cost (including rate guarantee) are commented on below.

In addition to the review of the written proposal forms, additional questions were asked of the proposers via individual telephone conversations addressing:

- ✓ The extension of proposal rates until the plan can be implemented
- ✓ The time to implement a program once a proposer is chosen and terms agreed upon by Monroe County
- ✓ The procedure for evaluating short term versus long term counseling

After a review of the Life Solutions EAP, Corpcare, United Behavioral Health and Business Health Service proposals, it was determined that these proposers were unable to provide the benefits and services as required by the RFP, thus it is recommended that the County eliminate them from further consideration. The following two proposers meet most of the requirements as set forth by the County.

Deer Oaks EAP Services LLC

Deer Oaks has thirty (30) providers in their network in Monroe County with six (6) in the Lower Keys presently under contract. They can provide the benefits in the Scope of Services, including fit to work evaluations. Their utilization reports are quarterly with billings monthly or quarterly paid in advance. The rate is \$3.97 per employee per month (PEPM) for eight (8) sessions – per problem (if a different problem arose, they stated there would be additional sessions). The rate is guaranteed for three (3) years. They will accept the EAP draft agreement as requested by the County in the RFP. They provided no local references

The proposal rate is guaranteed until the decision is made. Implementation would be thirty (30) days, with employee orientation and supervisors training determined by Monroe County and Deer Oaks. Deer Oaks will implement a transition with the existing EAP. An evaluation of the employee will be done in the first session by a provider with a master's degree and a determination made as to whether the problem is long term. If it is determined to be long term, the employee will be referred for treatment under the applicable medical plan. Deer Oaks stated by phone that eighty-five percent (85%) of the cases remain in the EAP.

The Allen Group (TAG)

In the original proposal, TAG listed eleven (11) providers in their network in Monroe County with one (1) in the Lower Keys presently under contract. Some providers have offices in multiple locations. The provider list indicated the main office address only. Upon further request, TAG expanded its network to sixteen (16) providers in Monroe County with four (4) in Key West. They have stated: "TAG will add network providers as necessary to compliment the worksite locations or employee home zip codes".

They can provide the benefits listed in the Scope of Services, including fit to work evaluations. Their utilization reports are quarterly with billings monthly or quarterly paid in advance. The rate is \$2.55 per employee per month (PEPM) for unlimited sessions. TAG feels this plan is less restrictive. The rate is guaranteed for three (3) years. They will accept the conditions of the EAP draft agreement supplied in the RFP. TAG has numerous Florida clients referenced including the State of Florida employees EAP. They stated this EAP is handled by a separate team and will not interfere with the handling of Monroe County's program.

The proposal rate is normally guaranteed for ninety (90) days; however TAG has agreed to extend that to six (6) months. Implementation would be thirty (30) days, with employee orientation and supervisors training determined by Monroe County's training department and TAG as close to the starting date as possible. The materials will be shipped immediately. Employee evaluations will be done in the first diagnostic session with a provider and a determination made as to whether the problem is long term. If it is determined to be long term, the employee will be referred for treatment under the applicable medical plan. All TAG counselors are at a master's level or above. The TAG proposal indicates that seventy to eighty percent (70%-80%) of the cases are resolved in the short term unlimited visit program.

Deer Oaks' rate is considerably higher than TAG and is limited to eight (8) sessions. They have indicated six (6) providers in the Lower Keys where the concentration of Monroe's employees are located versus four (4) for TAG. However, they have referenced no present clients in the Florida area. They will accept the draft EAP contractual agreement included in the RFP.

TAG's rate is competitive and includes unlimited sessions for the employees. TAG considers the unlimited program more beneficial to the employee. They have numerous clients in the State of Florida, including the State of Florida itself. They have now indicated four (4) providers in the Lower Keys. With an employee census, they can expand this network. They will accept the draft EAP contractual agreement included in the RFP.

Either Deer Oaks or TAG appears to be able to provide the needed services to Monroe County. The Allen Group (TAG) appears stronger based on their existing client base in Florida and the unlimited number of sessions per problem. Their competitive rate of \$2.55 per employee per month (PEPM) is guaranteed for three years which will result in lower overall cost to the County and they will accept the County EAP proposed draft agreement. We believe they emerge as the first choice.

CONTRACT AGREEMENT

These contract documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues which may arise between the contracting parties. The documents should be amended or supplemented where appropriate.

MONROE COUNTY CONTRACT FOR PROFESSIONAL SERVICES FOR EMPLOYEE ASSISTANCE PROGRAM (EAP)

THIS AGREEMENT is made and entered into this ____ day of _____, by MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and THE ALLEN GROUP ("CONTRACTOR"), whose address is 2965 West State Road 434, Suite 100, Longwood, FL 32779.

Section 1. SCOPE OF SERVICES

CONTRACTOR shall do, perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – Exhibit A – which is attached hereto and made a part of this agreement.

CONTRACTOR shall provide the scope of services in Exhibit A for COUNTY. CONTRACTOR warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these Agreement documents. The CONTRACTOR shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Contractor shall provide services using the following standards, as a minimum requirement:

- A. The CONTRACTOR shall maintain adequate staffing levels to provide the services required under the Agreement resulting from this RFP process.
- B. The personnel shall not be employees of or have any contractual relationship with the County. To the extent that Contractor uses subcontractors or independent contractors, this Agreement specifically requires that subcontractors and independent contractors shall not be an employee of or have any contractual relationship with County.
- C. All personnel engaged in performing services under this Agreement shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

Section 2. COUNTY'S RESPONSIBILITIES

- 2.1 Provide all best available information as to the COUNTY'S requirements for EAP.
- 2.2 Designate in writing a person with authority to act on the COUNTY'S behalf on all matters concerning the EAP.
- 2.3 Provide a schedule that is mutually agreeable to the COUNTY and CONTRACTOR.

Section 3. TERM OF AGREEMENT

- 3.1 The initial Agreement term will be for one (1) year beginning the ____ day of _____, 2007 and renewable at the County's option for two (2) additional

consecutive one year terms.

Section 4. COMPENSATION

Compensation to CONTRACTOR shall be \$2.55 Per employee per month for unlimited sessions as set out in Exhibit "B". Total contract amount shall not exceed \$40,667.40 unless approved by amendment by the County.

Section 5. PAYMENT TO CONTRACTOR

- 5.1 Payment will be made according to the Local Government Prompt Payment Act. Any request for payment must be in a form satisfactory to the Clerk of Courts for Monroe County (Clerk). The request must describe in detail the services performed and the payment amount requested. The CONTRACTOR must submit invoices to the Director of Employee Services, who will review the request, note his/her approval on the request and forward it to the Clerk for payment.
- 5.2 Monroe County's performance and obligation under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

Section 6. CONTRACT TERMINATION

Either party may terminate this Agreement because of the failure of the other party to perform its obligations under the Agreement. COUNTY may terminate this Agreement with or without cause upon sixty (60) days notice to the CONTRACTOR. COUNTY shall pay CONTRACTOR for work performed through the date of termination.

Section 7. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. CONTRACTOR hereby agrees that he has carefully examined the RFP, his response, and this Agreement and has made a determination that he/she has the personnel, equipment, and other requirements suitable to perform this work and assumes full responsibility therefore. The provisions of the Agreement shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by CONTRACTOR, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Agreement be more strongly construed against COUNTY than against CONTRACTOR.
- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by COUNTY, and its decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by COUNTY of any of the services furnished by CONTRACTOR shall not operate as a waiver by COUNTY of strict compliance with the terms of this Agreement, and specifications covering the services.
- D. CONTRACTOR agrees that County Administrator or his designated representatives may visit CONTRACTOR'S facility(ies) periodically to conduct random evaluations of services during CONTRACTOR'S normal business hours.
- E. CONTRACTOR has, and shall maintain throughout the term of this Agreement, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to COUNTY upon request.

Section 8. NOTICES

Any notice required or permitted under this agreement shall be in writing and hand delivered or

mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

To the COUNTY: Employee Services Division Director
1100 Simonton Street, Suite 2-268
Key West, Florida 33040

To the CONTRACTOR: Linda Allen, President
2965 W. State Road 434, Suite 100
Longwood, FL 32779

Section 9. RECORDS

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Section 55.03, of the Florida Statutes, running from the date the monies were paid to CONTRACTOR.

Section 10. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NOS. 010 AND 020-1990

The CONTRACTOR warrants that it has not employed, retained or otherwise had act on 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. 020-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the agreement 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.

Section 11. CONVICTED VENDOR

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work, may not perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 12. GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONTRACTOR agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

Section 13. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 14. ATTORNEY'S FEES AND COSTS

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

Section 15. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

Section 16. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 17. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement shall not be subject to arbitration.

Section 18. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 19. NONDISCRIMINATION

COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or CONTRACTOR agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 20. COVENANT OF NO INTEREST

COUNTY and CONTRACTOR covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

Section 21. CODE OF ETHICS

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 22. NO SOLICITATION/PAYMENT

The COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 23. PUBLIC ACCESS

The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

Section 24. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the COUNTY be required to contain any provision for waiver.

Section 25. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 26. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 27. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 28. ATTESTATIONS

CONTRACTOR agrees to execute such documents as the COUNTY may reasonably require, to include, but not be limited to, a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement, Lobbying and Conflict of Interest Clause, and Non-Collusion Agreement.

Section 29. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 30. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 31. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 32. INSURANCE POLICIES

32.1 General Insurance Requirements for Other Contractors and Subcontractors.

As a pre-requisite of the work governed, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The CONTRACTOR will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the CONTRACTOR. As an alternative, the CONTRACTOR may require all Subcontractors to obtain insurance consistent with the attached schedules, however CONTRACTOR is solely responsible to ensure that said insurance is obtained and shall submit proof of insurance to COUNTY. Failure to provide proof of insurance shall be grounds for termination of this Agreement.

The CONTRACTOR will not be permitted to commence work governed by this contract until satisfactory evidence of the required insurance has been furnished to the COUNTY as specified below. Delays in the commencement of work, resulting from the failure of the CONTRACTOR to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CONTRACTOR's failure to provide satisfactory evidence.

The CONTRACTOR shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced and/or termination of this Agreement and for damages to the COUNTY. Delays in the completion of work resulting from the failure of the CONTRACTOR to maintain the required insurance shall not extend deadlines specified in this contract and any

penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CONTRACTOR's failure to maintain the required insurance.

The CONTRACTOR shall provide, to the COUNTY, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

32.2 INSURANCE REQUIREMENTS FOR CONTRACT BETWEEN COUNTY AND CONTRACTOR

(Note: amounts of coverage are subject to change in final contract)

Prior to the commencement of work governed by this contract, the CONTRACTOR shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

32.3 VEHICLE LIABILITY INSURANCE REQUIREMENTS

Recognizing that the work governed by this contract requires the use of vehicles, the CONTRACTOR, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$ 300,000 per Occurrence
\$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

32.4 WORKERS' COMPENSATION INSURANCE REQUIREMENTS

Prior to commencement of work governed by this contract, the CONTRACTOR shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the CONTRACTOR shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

32.5 MEDICAL PROFESSIONAL LIABILITY REQUIREMENTS

Recognizing that the work governed by this contract involves the providing of professional medical and/or psychological treatment, the CONTRACTOR shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to the rendering of, or failure to render medical professional services under this contract.

The minimum limits of liability shall be:

\$500,000 per occurrence/\$1,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

Section 33. INDEMNIFICATION

The CONTRACTOR does hereby consent and agree to indemnify and hold harmless the COUNTY, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorneys fees, or liability of any kind arising out of the sole negligent actions of the CONTRACTOR or substantial and unnecessary delay caused by the willful nonperformance of the CONTRACTOR and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. Further the CONTRACTOR agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONTRACTOR.

The COUNTY hereby agrees, within the limits of Section 768.28, Florida Statutes, to hold harmless, indemnify, and defend the CONTRACTOR, his employees and agents, against any and all claims for damages allegedly arising from or related to the conduct or negligence of the COUNTY's employee or agents.

At all times and for all purposes hereunder, the CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONTRACTOR shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

The CONTRACTOR shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONTRACTOR and any damage incurred by the COUNTY as a result of additional costs caused by such errors shall be chargeable to the CONTRACTOR. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or other public or semi-public agencies.

**“THIS SPACE LEFT
INTENTIONALLY
BLANK”**

The CONTRACTOR agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONTRACTOR to complete the work schedule. Such an agreement shall be made between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the _____ day of _____ 2007.

(SEAL)

BOARD OF COUNTY COMMISSIONERS

Attest: DANNY L. KOLHAGE, CLERK
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman Date

(CORPORATE SEAL)
WITNESS FOR THE ALLEN GROUP:

THE ALLEN GROUP

By Glory Kerr
Print Name
Glory Kerr 5/9/07
Signature Date

By SALVATORE CUETO
Print Name
[Signature] 5/9/07
Signature Date

MONROE COUNTY ATTORNEY
APPROVED: _____
NAME: Stephane W. Casel
ASSISTANT COUNTY ATTORNEY
Date: 5-9-07

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL SERVICES FOR EMPLOYEE ASSISTANCE PROGRAM (EAP)

The EAP shall provide mental health assistance to County Employees in the form of individual counseling services in a number of areas, pharmacologic intervention, four educational group seminars annually, management orientation sessions, program orientation sessions, prepare reports, and other related services as set out in the Scope of Work below. The initial contract term will be for one (1) year and renewable at the County's option for two (2) additional consecutive one year terms.

Background Information

Monroe County ("County") is a non-chartered county established under the Constitution and the laws of the State of Florida. The Clerk of the Circuit Court serves as the fiscal agent. The population of the County is estimated at approximately 81,000.

The Board of County Commissioners, constituted as the governing body, has all the powers of a body corporate, including the powers to contract; to sue and be sued; to acquire, purchase, hold, lease and convey real estate and personal property; to borrow money; and to generally exercise the powers of a public authority organized and existing for the purpose of providing community services to citizens within its territorial boundaries. In order to carry out this function, the County is empowered to levy taxes to pay the cost of operations.

Employee Assistance Program ("EAP")

Monroe County began an Employee Assistance Program (EAP) in 1997 providing services listed in the present plan described below. Since that time, numerous County employees and their dependents have utilized the program. The County wishes to continue the EAP and will consider adding services where appropriate. The County needs an EAP that will service all of its employees in the entire County. Employees work in the Upper, Middle and Lower Keys.

The Present Plan

There are presently over 1300 employees who have access to this plan. Dependents are included for the same benefits. The current plan is administered by Care Center for Mental Health (CCMH). The cost to the County is a rate per employee per month.

The EAP provides individual counseling services that include, but are not limited to:

- Mental health care (evaluation, counseling and medication management)
- Substance abuse evaluation and treatment
- Retirement counseling
- Parenting
- Abuse (including but not limited to child abuse, spousal abuse, other domestic abuse, workplace abuse and other similar types)
- Anger and stress management
- Grief and loss
- Elder care (including but not limited to care giver fatigue/stress/support)
- Fitness to work exams
- The EAP provider is required to provide four (4) educational group seminars at least

annually at each of the three locations. The County may select from the following topics:

- Stress management
- Violence in the workplace
- Alcohol and drug abuse education
- Marriage enrichment
- Depression
- Dealing with difficult people
- Parenting problems
- Anger management

The County is currently provided quarterly utilization reports and is billed on a monthly basis.

SCOPE OF THE WORK TO BE PROVIDED BY EAP

At a minimum the services provided by the EAP shall be provided to all employees and their dependants. County employees are the employees of the Board of County Commissioners, the Board members, the Constitutional Officers and their employees. A County employee includes dependents living in the employee's home.

The services shall include:

- A) Individual counseling services that include but are not limited to:
- Mental health care (evaluation, counseling and medication management)
 - Substance abuse evaluation and treatment
 - Retirement counseling
 - Parenting
 - Abuse (including but not limited to child abuse, spousal abuse, other domestic abuse, workplace abuse and other similar types)
 - Anger and stress management
 - Grief and loss
 - Elder care (including but not limited to care giver fatigue/stress/support)
 - Fitness to work exams

At least a total of eight (8) face-to-face counseling sessions shall be available to an employee and dependents during the contract term. If the eight (8) sessions are exhausted and the problem has not been resolved, the EAP must explain other treatment options. If the problem is not covered by the EAP, the EAP must refer the person to a provider who can furnish the service(s) needed preferably by a provider covered under the County's health plan.

B) Educational Seminars:

- The EAP provider is required to provide four (4) educational group seminars at least annually at each of the three locations. The County may select from the following topics:
 - Stress management
 - Violence in the workplace
 - Alcohol and drug abuse education
 - Marriage enrichment
 - Depression
 - Dealing with difficult people
 - Parenting problems

- Anger management
- A top management orientation session providing an EAP overview at the three County locations annually, including
 - A minimum of four (4) Supervisors intervention training sessions at the three County locations annually
 - Program orientation sessions for all County employees at the three County locations annually
 - Utilization reports provided monthly

In addition to the present EAP services, the following services will be considered:

- Emotional distress
- Major life events, i.e. births, accidents & deaths
- Health care concerns
- Financial and legal problems
- Family/personal relationship issues
- Work relationship issues
- Absenteeism
- Lateness to work
- High staff turnover
- Friction between employee/employer
- Accidents in the workplace
- Trauma Response

Note: All additional services must be priced separately or as an alternate proposal to the required services

Qualifications Necessary for EAP

Counselors shall have current credentials, licensing, training and relative experience in their respective fields. A Masters Degree in the mental health care/counseling field is desired but not required. Pharmacologic intervention must be evaluated and managed by professionals of the healing arts licensed in the State of Florida that includes this scope of practice. Other desired qualifications include training in substance abuse, working with both inpatient and outpatient settings, and training in critical incident debriefing and stress management, diversity training and cultural competency.

The EAP must certify at least annually that all staff members, independent contractors, subcontracted work, if any, all service providers it uses, engages or manages, comply with Health Insurance Portability and Accountability Act (HIPAA) privacy and security rules.

Service Requirements

The County requires the EAP to provide a twenty-four (24) hour, seven (7) day a week toll free confidential telephone service answered by professional staff. This phone service must provide immediate assistance to the employee seeking professional help. The telephone log information must be included in the monthly report to the County.

The County has employees in Upper, Middle, and Lower Keys. The EAP must provide services for all these locations.

The EAP shall provide:

- Primary focus on EAP services
- Immediate access to services 24 hours, 7 days per week by a live responder

- Monthly utilization reports that measure return on benefits provided against billed cost
- Years of experience, stability, ethics and professionalism of staff and all supervisory personnel
- All calls live answered with no voice prompt system
- In person and telephonic assessment and counseling by category
- Availability of multi-disciplinary EAP clinician network
- Crisis intervention services available 24 hours a day 7 days a week
- Trauma response services
- Training seminars offered on site
- Materials, seminars, worksite trainings provided
- Distribution of employee assistance information (leaflets, brochures, newsletter, etc.)
- Marketing and sales presentation all-inclusive
- Diversity among the EAP staff for treatment categories reflecting the diversity of the population in the Keys
- Services or access to interpreters and handicap needs
- Capacity for handling the number of clients
- Promptness with which request for services are accommodated
- Courtesy
- Types of referrals
- How is confidentiality preserved
- Licensure and credentials and memberships

Required Reports

Utilization report should be provided monthly and include at least the following:

- The number of employees using the EAP.
- The number of individual referrals and the number of supervisor/management referrals
- The number of males and females participating in the EAP. The number of problems diagnosed broken into categories as designated by the County.
- The number of face-to-face meetings with County employees by category. The number of employees who do not have face-to-face meetings.
- Number of hours of service by month
- Treatment results by category, along with numbers showing employees that are:
 - 1) Currently in treatment
 - 2) Cooperating with treatment
 - 3) Completed treatment
 - 4) Referred out of the EAP and to another mental health care provider
 - 5) Receiving after-care services

Cost Requirements

The proposal should provide a breakdown of the cost elements to the County per employee, per month. The billing and the reports must be for the same period, i.e. monthly. A copy of a proposed invoice showing breakdown of anticipated billing is required.

Rates are expected to be guaranteed for all three years of the contract. All rates shall be billed by invoice monthly in arrears.

**EXHIBIT B
CONTRACT BUDGET**

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

1. EAP Management Training/Employee Orientation:

Twelve (12) 1.0 – 1.5 hour management training sessions.....Included
(Four at each location)

Six (6) 45-minute to 1-hour non-management employee orientation sessions.....Included
(Two at each location)

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

The management training sessions show the managers how to use the Employee Assistance Program as a management tool to return their subordinate's performance to acceptable levels. Instruction in how to make referrals, what limited information to expect, how to observe behavior, etc. are detailed.

The non-management employee orientation sessions describe, in detail, how an individual may voluntarily and confidentially use the service.

A video is furnished for all off-site training and orientation. The CD may also be used for new-hire orientation as well.

2. EAP Program Development Consultation:

Policy development, strategic planning, training scheduling, start-up and periodic Process evaluation consultation.....Included

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

Expertise in the areas of program acculturation, implementation planning, media development, staff selection, program evaluation, and face-to-face senior executive feedback is extremely important for the development of appropriate organizational support.

3. EAP Printed Materials:

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

A critically important aspect of "conditioning the market" is communicating with the employee body on all possible levels. This includes EAP information in the form of newsletter articles, posters for bulletin boards, letters sent to the Eligible Employees' families, business card size EAP instructions, published policy statement, etc.

4. EAP Services:

TAGs Unlimited Short-Term Counseling (USTC) will provided Eligible Employees and Eligible Family Members with access to qualified counselors. Brief Therapy includes an unfixed number of sessions (an average of 3.5 to 4.5 1-hour counseling sessions) with a qualified, licensed mental health/substance abuse professional. The USTC format will be utilized when the treating professional's initial assessment, typically one (1) to two (2) sessions, determines that a client's concerns can be resolved within the USTC model. However, if the assessment indicates a need for longer term counseling or specialized assistance, i.e., chemical dependency treatment, a referral will be made to an appropriate resource.

Many Eligible Employees require brief therapy intervention delivered by the EAP. In many instances it is not good clinical practice to refer out problems that the EAP counselor is qualified to handle. For this reason, most Eligible Employees will be counseled only by the EAP program.

Services include initial consultation with plan attorneys for each new legal problem/question. Other services include 24-hour web site access, on-line legal document library, and preparation of simple wills, documentation review (up to six pages) and third party letters. Eligible Employees and Family Members are eligible for discounted fees for complicated legal matters and/or representation.

Initial consultation with financial planners is also available to evaluate financial status. Eligible Employees and Family Members receive discounted rates for plan preparation and financial services, if desired. Access to 24-hour web site. On-site, periodic seminars can be scheduled covering estate planning, financial planning or a combination of the two. Members of the financial plan receive a ninety-day money-back guarantee (covering financial planning fees) in the event of their dissatisfaction with the plan.

The Base Compensation for 1,329 full-time and part-time employees ("Eligible Employees") located in Monroe County is \$2.55 per employee per month*, including Eligible Family Members. The number of employees is subject to change on a monthly basis (only to be changed on invoice when there is a five (5) percent plus or minus change). However, the amount of \$2.55 per employee will remain the same.....\$40,667.40

5. Advantage Work/Life Services "Advantage Web with Assisted Search"

Advantage Web is a complete collection of web-based information, tools and resources supporting all family caregiving and daily living topics. The self-search and assisted search features allow employees to locate childcare, eldercare, adoption, parenting, and education information and referral options. The 5 web modules include family caregiving, emotional well-being, health and wellness, working smarter and daily living.

For 1,329 Eligible employees.....Included

6. Brown Bag Workshops:

TAG will furnish COUNTY with twelve (12) "Brown Bag" workshop hours per year.....Included

7. Critical Incident Stress Debriefing Services:

Tag will furnish COUNTY with six (6) CISD hours per year.....Included

8. Fitness for Duty:

TAG's Fitness for Duty evaluations (Level One) in the areas of mental health and substance abuse consists of diagnostic interviews and evaluations by qualified professionals...Included

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

TAG maintains 24-hour coverage, including weekends and holidays. TDD and interpreters (for counseling sessions) are provided for those needing these services. Counselors are skilled in handling a wide array of issues including substance abuse and mental health emergencies.....Included

10. Statistical Reports:

TAG will provide COUNTY with quarterly statistical reports.....Included

CONTRACT TOTAL: Base Compensation **\$40,667.40**

Listed below are the additional services:

- Training/Orientation: Additional available at \$185.00 per session, plus travel expenses.
- Workshops: Additional hours available at \$200.00 per hour, plus travel expenses
- CISD: Additional CISD hours available at \$250.00 per hour, plus travel expenses
 - Immediate Response CISDs (within 2 – 4 hours following an incident) are available on an optional basis at \$275.00 per hour, plus a flat per personal travel fee of \$195.00.
 - TAG will provide a clinician on site (COS) when a COSD is not required. This option is available at \$275.00 per hour, plus a flat per person travel fee of \$195.00.

RESPONSE FORMS

RESPOND TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
c/o Employee Services
GATO BUILDING, ROOM 2-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

I acknowledge receipt of Addenda No.(s) 1

I have include

- Lobbying and Conflict of Interest Clause X
- Non-Collusion Affidavit X
- Drug Free Workplace Form X
- Public Entity Crime Statement X
- Insurance Requirements X


In addition, I have included a current copy of the following professional and occupational licenses:

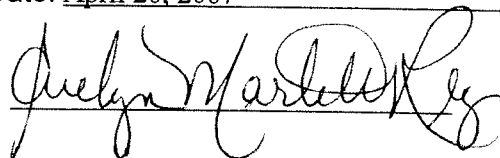
List all personnel and price per man-hour, inclusive of all travel and other expenses (there will be no reimbursable expense items):

n/a

(Check mark items above, as remainder that they are included)

Mailing Address: 2965 W. State Rd 434, Ste 100 Telephone: 407-788-8822 / 800-272-7252
Longwood, FL 32779 Fax: 407-862-1477
Date: April 20, 2007

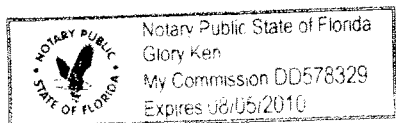
Signed: 
Linda Allen
(Print Name)
President
(Title)

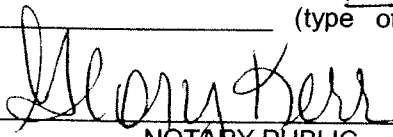
Witness: 

STATE OF: Florida

COUNTY OF: Seminole

Subscribed and sworn to (or affirmed) before me on April 20, 2007 (date)
by Linda Allen (name of affiant). He/She is personally known to me
or has produced _____ (type of identification) as
identification.




NOTARY PUBLIC
My Commission Expires: 8/5/10

LOBBYING AND CONFLICT OF INTEREST CLAUSE

**SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

"The Allen Group"
(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation 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 Agreement without liability and may also, in its discretion, deduct from the Agreement 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."

Linda Allen
(Signature)
Date: 4/20/07

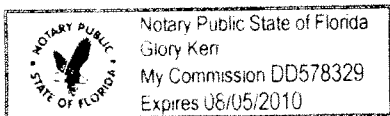
STATE OF: Florida

COUNTY OF: Seminole

Subscribed and sworn to (or affirmed) before me on April 20, 2007 (date) by
Linda Allen (name of affiant). He/She is personally known
to me or has produced _____ (type of
identification) as identification.

Glory Kerr
NOTARY PUBLIC

My Commission Expires: 8/5/10



NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that

1. I am Linda Allen of the firm of The Allen Group the bidder making the Proposal for the project described in the Request for Proposals for Employee Assistance Program and that I executed the said proposal with full authority to do so;
2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

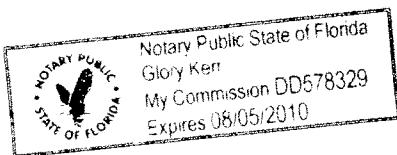
Linda Allen

(Signature)
Date: 4/20/07

STATE OF: Florida

COUNTY OF: Seminole

Subscribed and sworn to (or affirmed) before me on April 20, 2007 (date) by
Linda Allen (name of affiant). He/She is personally known
to me or has produced _____ (type of
identification) as identification.



Glory Kerr

NOTARY PUBLIC
My Commission Expires: 8/5/10

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:
The Allen Group

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

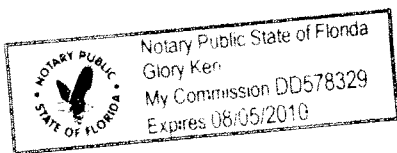
Linda Allen
 (Signature)
 Date: 4/20/07

STATE OF: Florida

COUNTY OF: Seminole

Subscribed and sworn to (or affirmed) before me on April 20, 07 (date) by
Linda Allen (name of affiant). He/She is personally known

to me or has produced _____ (type of identification) as identification.



Glory Ker
 NOTARY PUBLIC
 My Commission Expires: 8/5/10

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months fro the date of being placed on the convicted vendor list."

I have read the above and state that neither The Allen Group (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Linda Allen
(Signature)
Date: 4/20/07

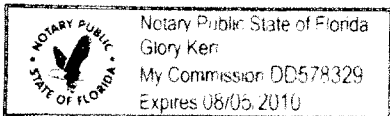
STATE OF: Florida

COUNTY OF: Seminole

Subscribed and sworn to (or affirmed) before me on April 20, 2007
(date) by Linda Allen (name of affiant). He/She is personally known to me
or has produced _____ (type of
identification) as identification.

Glory Kerr
NOTARY PUBLIC

My Commission Expires: 8/5/10



**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL**

**Indemnification and Hold Harmless
For
Other Contractors and Subcontractors**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
EMPLOYEE ASSISTANCE PROGRAM
BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
EMPLOYEE ASSISTANCE PROGRAM
BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 100,000 per Person
\$ 300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
EMPLOYEE ASSISTANCE PROGRAM
BETWEEN
MONROE COUNTY, FLORIDA
AND**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$ 300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 100,000 per Person
\$ 300,000 per Occurrence
\$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

*

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL**

WAIVER OF INSURANCE REQUIREMENTS

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this manual. Recognizing this potential, and acting on the advice of the County Attorney, the Board of County Commissioners has granted authorization to Risk Management to waive and modify various insurance provisions.

Specifically excluded from this authorization is the right to waive:

- **The County as being named as an Additional Insured** – If a letter from the Insurance Company (not the Agent) is presented, stating that they are unable or unwilling to name the County as an Additional Insured, Risk Management has been granted the authority to waive this provision.

And

- **The Indemnification and Hold Harmless provisions**

Waiving of insurance provisions could expose the County to economic loss. For this reason, every attempt should be made to obtain the standard insurance requirements. If a waiver or a modification is desired, a **Request for Waiver of Insurance Requirement** form should be completed and submitted for consideration with the proposal.

After consideration by Risk Management and if approved, the form will be returned, to the County Attorney who will submit the Waiver with the other contract documents for execution by the Clerk of the Courts.

Should Risk Management deny this Waiver Request, the other party may file an appeal with the County Administrator or the Board of County Commissioners, who retains the final decision-making authority.

MONROE COUNTY, FLORIDA

**Request For Waiver
of
Insurance Requirements**

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract:

Contractor: _____

Contract for: _____

Address of Contractor: _____

Phone: _____

Scope of Work: _____

Reason for Waiver: _____

Policies Waiver will apply to: _____

Signature of Contractor: _____

Approved _____ Not Approved _____

Risk Management: _____

Date: _____

County Administrator appeal: _____

Approved _____ Not Approved _____

Date: _____

Board of County Commissioners appeal: _____

Approved _____ Not Approved _____

Meeting Date: _____

BIDDER

SIGNATURE

INSURANCE REQUIREMENTS FOR SUBMITTING PROPOSALS

Worker's Compensation \$ 100,000 **Bodily Injury by Acc.**
 \$ 500,000 Bodily Inj. by Disease, policy lmts
 \$ 100,000 Bodily Inj. by Disease, each emp.

General Liability, including \$ 300,000 **Combined Single Limit**

Premises Operation
Products and Completed Operations
Blanket Contractual Liability
Personal Injury Liability
Expanded Definition of Property Damage

Vehicle Liability \$100,000 per Person
(Owned, non-owned and hired vehicles) \$300,000 per Occurrence
 \$ 50,000 Property Damage
 \$300,000 Combined Single Limit

The Monroe County Board of County Commissioners shall be named as Additional insured on all policies issued to satisfy the above requirements.