BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003 Division: Management Services

Bulk Item: Yes X No ___ Department: Administrative Services

AGENDA ITEM WORDING: Approval to extend the current Employee Assistance agreement for one year and then subject to annual renewal after that date with the Mental Health Center of the Lower Keys, Inc., D/B/A Care Center for Mental Health. The contract provides for confidential counseling services for employees and dependents of the Board of County Commissioners, the Board Members and the Constitutional Officers.

ITEM BACKGROUND: Cost lowered to $4.00 per month per employee in September 1999 and capped at 1381 employees with no additional cost for dependents. Provider supplies fit-for-service evaluation, critical incident counseling and departmental mediation at no additional cost. Since the county is self-funded, the inclusion of outpatient psychiatric (medical services) directly reduces the claims made under the employee health insurance.

PREVIOUS RELEVANT BOCC ACTION: Initial contract approved August 18, 1997, renewed for one year terms in September 1998 and September 1999 then renewed for six months in September 2000, March 2001 and September 2001. The current contract expires March 31, 2003. BOCC directed on March 13, 2001 that a Request for Proposals be done and on January 16, 2002 the BOCC approved the recommendations regarding the proposals received for an Employee Assistance Program (Mental Health Center of the Lower Keys, Inc.)

CONTRACT/AGREEMENT CHANGES: Term only

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $66,280.00 **BUDGETED:** Yes X No ___

COST TO COUNTY: $66,280.00 **SOURCE OF FUNDS:** Interdepartmental Billings

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

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___

DIVISION DIRECTOR APPROVAL: Sheila A Barker
Sheila A. Barker

DOCUMENTATION: Included X To Follow___ Not Required___

DISPOSITION:___ **AGENDA ITEM #** D35

Revised 1/03

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Mental Health Care Center of the Lower Keys, Inc., D/B/A Care Center for Mental Health

Effective Date: April 1, 2003

Expiration Date: March 31, 2004

Contract Purpose/Description: Approval to renew current contract for the term of one year and then subject to annual renewal after that date.

Contract Manager: Maria Z. Fernandez (Name) 4448 (Ext.) Administrative Services (Department)

for BOCC meeting on February 19, 2003 Agenda Deadline: February 5, 2003

CONTRACT COSTS

Total Dollar Value of Contract: $66280.00 Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes: 502-08002-530340-_____-

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		Yes ☐ No ☐	Sheila O Barker	1-28-03
Risk Management	1/28/03	Yes ☐ No ☑	William Gunter	1/28/03
O.M.B./Purchasing	1/29/03	Yes ☑ No ☐	[illegible]	1/29/03
County Attorney	1/27/3	Yes ☐ No ☒	[illegible]	1-28-03

Comments: needs Public entity Crime Statement.

OMB Form Revised 9/11/95 MCP #2

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

1.) The renewal agreement is hereby extended for a term of one year, and this period will expire March 31, 2004. The Agreement is subject to an annual renewal after that date.

2.) The Employer will pay the Contractor $4.00 per employee per month, in arrears, based on a monthly total of 1381 employees, or $5,524.00 per month for the Contractor's EAP services.

3.) In all respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this _____ day of _____, 2003.

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 _____
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY _____
ROBERT N. WOLFE
DATE 1-28-03

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

1 – The renewal agreement is hereby extended for a term of one year, and this period will expire March 31, 2003. The Agreement is subject to an annual renewal after that date.

2 – The Employer will pay the Contractor $4.00 per month, in arrears, based on a monthly total of 1381 employees, or $5,524.00 per month for the Contractor's EAP services.

3 – In all respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 13th day of February 2002.

SEAL

ATTEST: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
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 _____, CEO
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
SUZANNE A. HUTTON
DATE 1/29/02

EMPLOYEE ASSISTANCE PROGRAM RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 5100 College Road, Room 215, 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, the current agreement will expire on September 30, 2001; and

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

1.) The renewal agreement is hereby extended on a month-to-month basis for an additional period of time not to exceed six (6) months and this period will expire March 31, 2002.

2.) The Employer will pay the Contractor $4.00 per employee per month, in arrears, based on a monthly total of 1381 employees, or $5,524.00 per month for the Contractor's EAP services.

3.) In all respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 30th day of November, 2001.

SEAL

ATTEST: DANNY L. KOLHAGE, CLERK

By Isabel [illegible]
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By George R. Neugent
Mayor/Chairman 2/19/01

ATTEST:

By Marcia L. Zensinger
Secretary

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

By [illegible]
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY Suzanne A. Hutton
SUZANNE A. HUTTON
DATE 11/20/01

EMPLOYEE ASSISTANCE PROGRAM RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 5100 College Road, Room 215, 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, the current agreement will expire on March 31, 2001; and

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

1.) The renewal agreement is hereby extended on a month-to-month basis for an additional period of time not to exceed six (6) months and this period will expire September 30, 2001.

2.) The Employer will pay the Contractor $4.00 per employee per month, in arrears, based on a monthly total of 1381 employees, or $5,524.00 per month for the Contractor's EAP services.

3.) In all respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 21st day of March, 2001.

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 _____
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY _____
SUZANNE A. HUTTON
DATE 3/08/01

EMPLOYEE ASSISTANCE PROGRAM RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 5100 College Road, Room 215, 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, the current agreement will expire on September 30, 2000; and

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

1.) The original agreement is hereby extended on a month-to-month basis for a period of time not to exceed six (6) months.

2.) The Employer will pay the Contractor $4.00 per employee per month, in arrears, based on a monthly total of 1381 employees, or $5,524.00 per month for the Contractor's EAP services.

3.) In all respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 20th day of SEPTEMBER, 2000.

ATTEST: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By Shirley Freeman
Mayor/Chairman

ATTEST:

By Amy L. Phillips
Secretary

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

By _____
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY _____
ROBERT N. WOLFE
DATE 12-20-00

EMPLOYEE A. ISTANCE PROGRAM RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 5100 College Road, Room 215, 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, paragraph 8 of the original agreement provides that it may be renewed at the discretion of the Employer for up to two additional one-year terms (October 1 - September 30) on the same terms as the original agreement; and

WHEREAS, the Employer desires to renew the original agreement according to such terms; now, therefore,

The parties agree as follows:

1.) The original agreement is hereby renewed for a third one-year term.

2.) The Employer will pay the Contractor $4.00 per employee per month, in arrears, based on a monthly total of 1381 employees, or $5,524.00 per month for the Contractor's EAP services.

3.) In all respects the terms and conditions of the original agreement remain in full force and effect.

4.) The renewal term will commence immediately upon the expiration of the second one-year contract. Therefore this renewal will become effective October 1, 1999, and will expire September 30, 2000.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 8th day of September, 1999.

ATTEST: DANNY L. KOLHAGE, CLERK

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By Wilhelmina Harvey
Mayor/Chairman

Attest:

Secretary

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

By
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY
ROBERT N. WOLFE
DATE 8-25-99

EMPLOYE SSISTANCE PROGRAM RENEWAL REEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 5100 College Road, Room 215, 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, paragraph 8 of the original agreement provides that it may be renewed at the discretion of the Employer for up to two additional one-year terms (October 1 - September 30) on the same terms as the original agreement; and

WHEREAS, the Employer desires to renew the original agreement according to such terms; now, therefore,

The parties agree as follows:

1.) The original agreement is hereby renewed for a second one-year term.

2.) In all respects the terms and conditions of the original agreement remain in full force and effect.

3.) The renewal term will commence immediately upon the expiration of the first one-year contract. Therefore this renewal will become effective October 1, 1998, and will expire September 30, 1999.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 9th day of September, 1998.

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 _____
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
SUZANNE A. HUTTON

DATE 11/13/98

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.

SEAL
Attest: DANNY L. KOLHAGE, CLERK

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

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By
Mayor/Chairman

(CORPORATE SEAL)
Attest:

By
Secretary
Date:

MENTAL HEALTH CARE CENTER
OF THE LOWER KEYS, INC.

By Marshall Wolfe
President

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

con2eap

RISK MANAGEMENT POLICY AND PROCEDURES CONTRACT ADMINISTRATION MANUAL

General Insurance Requirements for Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), 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.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) 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. 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.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

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WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC.
D/B/A CARE CENTER FOR MENTAL HEALTH

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

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.

WC1

INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC.

D/B/A CARE CENTER FOR MENTAL HEALTH

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:

$500,000 Combined Single Limit (CSL)

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

$250,000 per Person
$500,000 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.

GL2

VEHICLE LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC.
D/B/A CARE CENTER FOR MENTAL HEALTH

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.

VL2

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MEDICAL PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC.
D/B/A/ CARE CENTER FOR MENTAL HEALTH

Recognizing that the work governed by this contract involves the providing of professional medical 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:

$1,000,000 per Occurrence/$3,000,000 Aggregate.

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

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 consultant 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 from the date of being placed on the convicted vendor list."