

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – August 24, 2021

DEPARTMENT/SCHOOL INITIATED AGREEMENT

22-016-A-KR –

Employee Assistance Program (EAP)

<input type="checkbox"/> (BW) Bids Waived <input checked="" type="checkbox"/> (A) Agreement
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REQUESTOR: Employee Benefits & Risk Management
 Legal Review Required: Yes No
Standard Template Used with No Changes: Yes No
Standard Template Type: Agreement

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Charles Nechtem Associates, Inc.	Variable	Employee Assistance Program (EAP)

<input type="checkbox"/> Contract Renewal	New Contract Amount	Variable
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	Variable
<input checked="" type="checkbox"/> New Contract	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

With the upcoming December 31, 2021, expiration of the current Health Advocate EAP contract, Lockton Consulting marketed the EAP plan to five leading EAP providers with experience in public sector. HealthAdvocate (the incumbent) gave an increase of 121% by raising the rate from \$0.95 PEPM to \$2.10 PEPM with a one-year rate guarantee. Three of the five providers submitted pricing in line with the *current* spend and matching the current service provided. Lockton recommends contracting with Charles Nechtem Associates (CNA) for the 2022 plan year in light of the following:

1. CNA provided a competitive quote at \$0.90 PEPM guaranteed for 5 years for an estimated annual savings of \$4,800 to BPS.
2. In addition to matching *current* services, including up to 6 in-person counseling sessions per issue, CNA is providing several value-adds:
 - a. 24 wellness seminars (up from 15 with HealthAdvocate)
 - b. Unlimited e-counseling for all employees and eligible dependents
 - c. Four free Critical Incident Debriefings
 - d. Mobile app to reach a counselor
 - e. Quarterly reporting

The standard agreement template has been used, which does not require legal review.

CONTRACT TERM:

The contract term shall commence January 1, 2022 and continue through December 31, 2026.

RECOMMENDATION:

It is the recommendation of Beth Thedy, Ed.D., Deputy Superintendent/Chief Human Resources Officer and Antonia Scipio, Director of Employee Benefits and Risk Management to approve the attached agreement with Charles Nechtem Associates, Inc.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (15)



AGREEMENT
By and Between
The School Board of Brevard County, Florida
and
Charles Nechtem Associates, Inc.

This Agreement (“Agreement”) is made by and between The School Board of Brevard County, Florida, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as “BPS”) and Charles Nechtem Associates, Inc. whose business address is 595 Bay Isles Road, Suite 115, Longboat Key, FL 34228, (hereinafter referred to as “Contractor”), each individual referred to as a “Party” and, collectively, the “Parties.”

WITNESSETH:

WHEREAS, BPS desires to secure a contractual relationship for the purpose of an Employee Assistance Program (EAP) for Brevard County Public Schools, as outlined in Exhibit “A,” Scope of Services (“Services”), and

WHEREAS, these Services are exempt from the competitive process pursuant to Rule 6A-1.012(11) (a), Florida Administrative Code, which has been assigned to the tracking number indicated above by BPS for tracking purposes.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

1. **RECITALS**. The above Recitals are true and correct and are incorporated herein.
2. **DEFINITIONS**. The following definitions of terms associated with this Agreement are provided to establish a common understanding between both Parties to this Agreement, as to the intended application, interpretation, and usage of terms in connection with this Agreement.
 - 2.1. **“AGREEMENT”** refers to the executed Agreement by and between BPS and Contractor.
 - 2.2. **“AMENDMENT”** means a written document authorized by the parties to this Agreement which, when executed by both parties, sets forth any changes to that certain scope of services (“Services”), attached hereto as Exhibit “A” and incorporated herein by reference, that contemplates a change in the Services, work, and materials to be provided and performed by Contractor pursuant to this Agreement, sets forth the basis of compensation due to Contractor of, and sets forth the time period and/or schedule for performance and completion thereof.
 - 2.3. **“BPS”** shall mean The School Board of Brevard County, Florida and may be used interchangeably with Brevard Public Schools.
 - 2.4. **“CONFIDENTIALITY”** For purposes hereof, “Confidential Information” shall mean any non-public information of the other party that is designated as confidential, or that the receiving party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential Information shall not include any information which: (a) a party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the other party; (b) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a party; (c) a party has developed independently without reference to any Confidential Information of the other party; (d) a party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (e) is subject to the Florida Public Records Law, Chapter 119, F.S., or any other information required to be disclosed by a valid court order or agency of government.

- 2.5. "**CONTRACTOR**" means Charles Nechtem Associates, Inc., a Party hereto, who is authorized to conduct business in the State of Florida, offering Services hereunder, which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the Services, work, and materials, including services and/or work of any approved sub-contractors, required under the covenants, terms, and provisions contained in this Agreement and any and all Amendments thereto.
- 2.6. "**FUNDS**" shall mean payment made by BPS to Contractor hereunder.
- 2.7. "**PARTIES**" shall mean the parties entering into this Agreement, BPS and Contractor, respectively; individually, a "Party."
- 2.8. "**SERVICES**" shall mean the services as set forth and required, pursuant to the Agreement and described in further detail in Exhibit "A," attached hereto and incorporated herein by reference.

3. **AMENDMENTS AND MODIFICATIONS.** No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the Parties.

4. **TERM AND TERMINATION.**

- 4.1. The term of this Agreement will cover the period beginning January 1, 2022 through December 31, 2026 and may be renewed at the end of the term by mutual written agreement of the Parties. The Agreement term recommendation will be that which is determined to be in the best interest of the School Board. The renewal option shall be exercised at the same or substantial similar terms by mutual written agreement of the Parties.
- 4.2. Contractor shall give BPS written notice of any substantial failure to perform under this Agreement through no fault of Contractor. If BPS fails to correct or diligently pursue cure of such failure within ten (10) business days of receipt of notice, this Agreement may be terminated by Contractor, at its option, upon thirty (30) calendar days' prior written notice to BPS.
- 4.3. This Agreement may be terminated by BPS with or without cause upon thirty (30) days' written notice sent by certified mail to Contractor. In the event of a material breach by Contractor hereunder through no fault of BPS, BPS may, at its option, terminate this Agreement immediately.

5. **PAYMENT.**

- 5.1. BPS agrees to provide funds for the Agreement in the amounts as outlined in Exhibit "B," Fee Schedule, which is attached hereto and incorporated herein. In accordance with the Local Government Prompt Payment Act, payments shall be made within forty-five (45) days after BPS's receipt of invoice. BPS shall pay these fees to Contractor for services rendered as outlined in Exhibit "B" which includes all direct charges, indirect charges, and reimbursable expenses, if any. **BPS shall incur no obligation for payment until issuance of a purchase order to Contractor.**
- 5.2. Expenses shall only be incurred as authorized by BPS and as provided for in Section 112.061, F.S.
- 5.3. If the Services are divided into phases, completion of a phase is defined by an appropriate signoff by BPS's and Contractor's project manager that all activities of that phase have been satisfactorily completed according to the project schedule, as agreed upon by both parties attached Exhibit "A". Contractor and BPS will agree upon planned completion dates for each phase and work in good faith to meet the planned schedule. BPS reserves the right throughout each phase to conduct a quality assurance check to ensure accuracy, quality, and delivery of work.
- 5.4. Subject to Contractor's right to cure under Section 4 herein, should the Services not be completed as scheduled, Contractor and BPS will jointly plan a revised completion date for the Services. Failure on the part of Contractor to complete its work in an accurate and quality manner shall be considered a default of this Agreement.

- 5.5. **Final Notice.** The final invoice for payment shall be submitted to BPS no more than forty-five days (45) after the Agreement term ends or the Agreement is terminated. Any payment due under the terms of this Agreement may be withheld until all reports due from Contractor, and necessary adjustments thereto, have been approved by BPS.
6. **AVAILABILITY OF FUNDS.** The obligations of BPS under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and BPS.
7. **TRUTH-IN-NEGOTIATION CERTIFICATE.** If applicable to the Services contained herein, signature of this Agreement by Contractor shall be deemed an acknowledgement and certification by Contractor that the wage rates and costs used to determine the funds provided for in this Agreement are accurate, complete, and current as of the date of this Agreement. The said rates and costs shall be adjusted to exclude any significant sums should BPS determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to Contractor. BPS shall exercise its rights under this provision within one (1) year following final payment of the funds.
8. **PERSONNEL.**
- 8.1. All of the Services herein shall be performed by Contractor or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable state and local law to perform such Services.
- 8.2. **Jessica Lunsford Act (Background Check).**
- 8.2.1. Contractor shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S.
- 8.2.2. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with BPS policy, all of Contractor's personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and BPS. This background screening will be conducted by BPS in advance of the Contractor or its personnel providing any Services under the conditions described in the previous sentence.
- 8.2.3. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel.
- 8.2.4. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling BPS to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting from Contractor's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.
- 8.3. **Key Personnel.** Contractor shall notify BPS as soon as possible, but no later than five (5) working days, after any changes in address or key personnel positions of Contractor. Changes in key personnel may include resignations, approved leaves of absence of six (6) weeks or more, or terminations. Such notification shall be in writing and shall include information related to replacement staff assigned. Contractor agrees to work closely with BPS to ensure that the work and cooperation between the Parties is efficient and mutually productive to both Parties.
- 8.4. **Background Screening.** To the extent applicable to the Services hereunder, Contractor and all Contractor staff under this Agreement shall meet and comply with all federal, state, county, and city laws, ordinances, rules, and regulations that relate to the background screening process of those applying for

work with children, seniors, or the disabled, including those contained in Chapter 408 (Health Care Administration) and Chapter 435 (Employment Screening).

- 8.5. **Conduct while on BPS Property.** Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any BPS facility and shall, at all times, conduct themselves in a manner consistent with BPS policies and within the discretion of the premises administrator or designee. It is a breach of this Agreement for any agent or employee of Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of BPS. Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

9. FEDERAL AND STATE TAX.

- 9.1. BPS is exempt from federal and state taxes for tangible personal property. Contractor shall not be exempted from paying applicable sales tax to the State of Florida and/or the federal government, as the case may be, for the purchase of materials to fulfill contractual obligations with BPS, nor shall Contractor be authorized to use BPS's tax exemption number in securing such materials.
- 9.2. In the event Contractor is also exempt from federal and state taxes for tangible personal property, it shall promptly submit to BPS an appropriate exemption certificate. BPS will sign an exemption certificate submitted to it by Contractor.
- 9.3. Contractor shall be responsible for payment of its own FICA and social security benefits with respect to this Agreement.

10. DOCUMENTATION AND REPORTING.

- 10.1. In the performance of this Agreement, Contractor shall maintain books, records, and accounts of all activities in compliance with standard accounting procedures.
- 10.2. **Documentation.** Documentation in connection with the description of the Services as set forth in Exhibit "A" attached hereto shall be provided upon request.
- 10.3. **Reporting.** Contractor shall provide report containing requested data in the requested format in a timely manner as defined by BPS.

- 11. INSURANCE.** At its sole expense, Contractor will provide, before commencement of the Services, and submit to BPS along with this Agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 11.1.1 to 11.5.5 below. The following applies to the insurance requirements below for products or services from contractors when all products, services, or work performed, when totaled together, will result in BPS paying to Contractor \$25,000.00 or more during the fiscal year. The insurance requirements are as follows:

- 11.1. **Insurance listed in 11.1.1 below is required of all contractors.** "The School Board of Brevard County, Florida" shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the School Board reserves the right to terminate this Agreement.
- 11.2. **Insurance listed in 11.1.2 below.** All contractors whose work for BPS includes products or services, and the value of these products or services are in excess of \$25,000.00, are required to carry this insurance to the limit listed below.
- 11.3. **Insurance listed in 11.1.3 below.** Any contractor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe that BPS is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.
- 11.4. **Insurance as listed in 11.1.4 below.** All contractors that have one (1) or more employees or that subcontract any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of \$25,000.00 or more, no State of

Florida, Division of Workers’ Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers’ compensation insurance policy.

- 11.5. **Insurance as listed in 11.1.5 below.** All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies as described in numbers 11.1 to 11.5 above and as checked off in the box to the left of each section 11.1.1 to 11.1.5 below as specifically marked by representatives of the BPS Office of Procurement Services. All required insurance required must be from insurance carriers that have a rating of “A” or better and a financial size category of “VII” or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to BPS thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to BPS.

- 11.1.1. **Commercial General Liability Insurance:**
 - Negligence including Bodily Injury and Property Damage
 - Per Occurrence - \$1,000,000
 - General Aggregate - \$2,000,000

- 11.1.2. **Product Liability and/or Completed Operations Insurance:**
 - Negligence Including Bodily Injury and Property Damage - \$1,000,000
 - Products – Completed Operations Aggregate - \$2,000,000

- 11.1.3. **Automobile Liability:**
 - Negligence Including Bodily Injury and Property Damage:
 - Per Claim - \$ 500,000
 - Combined Single Limit (each accident) - \$1,000,000

- 11.1.4. **Workers’ Compensation/Employer’s Liability:**
 - W.C. Limit Required* - Statutory Limits
 - E.L. Each Accident - \$ 100,000
 - E.L. Disease – Each Employee \$ 100,000
 - E.L. Disease – Policy Limit \$ 500,000

- 11.1.5. **Professional Liability Insurance (Errors and Omissions):**
 - For services, goods, or projects that will exceed \$1,000,000 in value over a year.*
 - Each Claim - \$1,000,000
 - Annual Aggregate - \$2,000,000

 - For services, goods, or projects that will not exceed \$1,000,000 in value over a year.*
 - Each Claim - \$ 250,000
 - Annual Aggregate - \$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the Services in this Agreement.

- 11.6. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Brevard County, Florida. This shall also apply to any self-insurance maintained by The School Board of Brevard County, Florida.

- 11.7. Contractor shall notify BPS’s Risk Management Department within thirty (30) days of any material changes or notice of cancellation Contractor received from its insurer on above required insurance.

- 11.8. Contractor shall provide evidence of all insurance in the form of a Certificate of Insurance (Acord) and specify any deductible or retention applicable to above required insurance.

- 11.9. Contractor agrees that proof of insurance shall be provided prior to execution of this Agreement and that no Services shall begin until proof of insurance is received by BPS. Receipt of proof of insurance shall not be construed as an approval of Contractor's insurance or a release or waiver of Contractor's obligation to provide insurance required in this Agreement.
- 11.10. To the extent permitted by law, Contractor's insurance shall contain a waiver of rights to recover from BPS or its insurance.
- 11.11. Any required insurance that Contractor self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000.00) shall be pre-approved by BPS's Risk Management Department and referenced in an addendum to this Agreement.

12. TIME OF ESSENCE. Time is of the essence concerning the performance of all terms and conditions of this Agreement.

13. STANDARD OF CARE. In providing Services under this Agreement, Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by BPS, Contractor will correct those Services not meeting such a standard.

14. INDEMNIFICATION.

14.1. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless SCHOOL BOARD, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs, and attorneys' fees at the pre-trial, trial, and appellate levels, arising out of, resulting from, or incidental to CONTRACTOR's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of CONTRACTOR or other persons employed or utilized by CONTRACTOR in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification is in addition to and not in lieu of any other remedy available under this Agreement or otherwise. CONTRACTOR's available insurance under this Agreement, or otherwise, will not diminish or limit this indemnification obligation in any way. The remedy provided to the Indemnitees by this indemnification survives this Agreement. The provisions of this Section specifically survive the termination of this Agreement. The provisions of this Section are intended to require the CONTRACTOR to furnish the greatest amount of indemnification allowed under Florida law. If any indemnification requirement in this Agreement violates any law, the Parties agree the provision requires the greatest level of indemnification by the CONTRACTOR to the Indemnitees allowable under Florida law. CONTRACTOR acknowledges that indemnification by the SCHOOL BOARD may be unenforceable under Florida law and that the SCHOOL BOARD does not waive any legal defense based on the unenforceability of such indemnification position. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from BPS's sole gross negligence or intentional misconduct. The agreement to indemnify, as outlined in this section, includes an obligation for Contractor to indemnify BPS for liability for any negligence on the part of BPS until/unless both Contractor and BPS agree that BPS was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both Parties may be engaged to settle this dispute.

14.2. Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of, BPS's sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by BPS hereunder shall be subject to BPS's rights to sovereign immunity and any other limitations of liability provided BPS pursuant to Florida law.

15. SUCCESSORS AND ASSIGNS. BPS and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither BPS nor Contractor shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of BPS, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than BPS and Contractor.

16. GOVERNING LAW AND REMEDIES.

- 16.1. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the Agreement will have its venue in Brevard County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 16.2. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

17. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, F.S. Contractor further represents that no person having any interest shall be employed for said performance of services. Contractor shall promptly notify BPS in writing by certified mail of all potential conflicts of interest for any prospective business association, interest, or other circumstances that may influence or appear to influence Contractor's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances and the nature of work that Contractor may undertake. Contractor shall request an opinion by BPS as to whether the association, interest, or circumstance would, in the opinion of BPS, constitute a conflict of interest if entered into by Contractor. BPS agrees to notify Contractor of its opinion by certified mail within thirty (30) calendar days of receipt of notification by Contractor. If, in the opinion of BPS, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Contractor, BPS shall so state in its response, and Contractor may, at its option, enter into said association, interest, or circumstance and it shall be deemed not a conflict of interest with respect to the Services provided to BPS by Contractor under the terms of this Agreement. If BPS, in its sole discretion, determines that there is a conflict, Contractor shall not enter into or if already entered into, will immediately terminate such arrangement or Agreement with the subject business associate.

18. INDEPENDENT CONTRACTOR RELATIONSHIP.

- 18.1. Contractor is, and shall be, in the performance of all Services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of BPS. All persons engaged in any of the work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to Contractor's relationship and the relationship of its employees to BPS shall be that of an independent contractor and not as employees or agents of BPS. Contractor does not have the power or authority to bind BPS in any promise, agreement, or representation.
- 18.2. Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

19. ARREARS. Contractor shall not pledge BPS's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. CONFIDENTIAL INFORMATION AND DISCLOSURE OF DOCUMENTS.

- 20.1. Contractor shall deliver to BPS for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by Contractor for BPS under this Agreement.

- 20.2. All BPS written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by BPS at its expense will be kept as Confidential Information by Contractor and will not be disclosed to any other party, directly or indirectly, without BPS's prior written consent unless required by a lawful order of court. All drawings, maps, sketches, and other data developed or purchased under this Agreement or at BPS's expense shall be and remains BPS's property and may be reproduced and reused at the discretion of BPS. As requested, BPS shall comply with the provisions of Chapter 119, F.S.
- 20.3. The Party receiving Confidential Information will not at any time disclose to any person or entity (including, without limitation, any member of the media) or use for its own benefit or the benefit of anyone, Confidential Information of the other Party without the prior written consent of said Party. Neither Party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court, authorized agency of government, or in compliance with Chapter 119, F.S.

21. PUBLIC RECORDS.

- 21.1. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.**
- 21.2. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. Contractor acknowledges its legal obligation to comply with Section 119.0701, F.S. Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by BPS in order to perform the scope of services. Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to BPS, all public records in the possession of Contractor upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.
- 21.3. A request to inspect or copy public records relating to BPS's contract for services must be made directly to BPS's Custodian of Public Records. If BPS does not possess the requested records, BPS's Custodian of Public Records shall immediately notify Contractor of the request. Contractor must provide a copy of the records to BPS or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. If Contractor does not timely comply with BPS's request for records, BPS shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.
- 21.4. Should Contractor fail to provide the requested public records to BPS within a reasonable time, Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.
- 21.5. Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if Contractor does not transfer the records to BPS. Upon completion, expiration, or termination of this Agreement, Contractor shall transfer, at no cost to BPS, all public records in its possession or keep and maintain public records required by BPS to perform the services. If Contractor transfers all public records to BPS, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Contractor keeps and maintains public records upon completion, expiration, or termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records and provide requested records to BPS pursuant to the requirements of this Article. All public

records stored electronically must be provided to BPS in a format that is compatible with the information technology systems of BPS.

22. **CONTINGENT FEES.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, 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 Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
23. **ACCESS AND AUDITS.** Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least seven (7) years after completion of this Agreement. BPS or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts, and transcription during normal business hours, at BPS's cost, upon five (5) days' written notice.
24. **NON-DISCRIMINATION.** Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.
25. **SURVIVAL.** All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The insurance and indemnity provisions set forth in the Agreement shall survive the termination of the Agreement.
26. **AUTHORITY.** Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.
27. **COMPLIANCE WITH LAWS.** Contractor agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations as well as applicable BPS policies and regulations, rules, and guidelines in connection with the Services to be provided hereunder, including, without limitation, BPS Policy 6460 Vendor Relations. BPS agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations in connection with the Services to be provided hereunder.
28. **SEVERABILITY.** If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
29. **NAMES; TRADEMARKS.** Contractor shall acquire no rights under the Agreement to, and shall not use, the name of The School Board of Brevard County, Florida or the name of "Brevard County Schools" or "BPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "BPS Marks") in any of Contractor's advertising, publicity, or promotion; to express or imply any endorsement by BPS or Brevard County Schools of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by BPS, except as expressly permitted herein. No advertisement, publication, or other use of BPS Marks shall be published or otherwise promulgated by Contractor without BPS's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.
30. **COPYRIGHTS.** Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee, or a Contractor purchases ownership with grant support. Furthermore, the Parties agree that BPS has the right to make copies through in-house printer or other non-commercial means, of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within BPS for purposes related to BPS business, operations, the delivery of the educational program, or to comply with the requirements of law, rule, policy, or regulation.

31. PROTECTION AND HANDLING OF DATA.

- 31.1. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to BPS or an individual identified with the data or information in Contractor's custody.
- 31.2. **Compliance with Laws and BPS Policies and Procedures.** Contractor will not knowingly permit any Contractor's personnel to have access to any BPS facility or any records or data of BPS if the person has been convicted of a crime in connection with (1) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (2) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 31.3. **FERPA.** To the extent Services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold BPS harmless for any violation of this provision including, but not limited to, defending BPS and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon BPS, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon BPS arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement, and shall remain fully binding upon Contractor. A separate Non-Disclosure Agreement may be required.
- 31.4. **HIPAA, CIPA, and GLBA.** Contractor also agrees to comply with all applicable state and federal laws, regulations, and BPS policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).
- 31.5. **Data Security.** Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.). Likewise, BPS agrees to conform to the following measures to protect and secure data:
- 31.5.1. **Data Transmission.** Contractor agrees that any and all transmission or exchange of system application data with BPS and/or any other parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent.
- 31.5.2. **Data Storage and Backup.** Contractor agrees that any and all BPS data will be stored, processed, and maintained solely on designated servers and that no BPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by BPS with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by BPS for any general or specific case.

- 31.5.3. Contractor agrees to store all BPS backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.
- 31.5.4. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no BPS data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an BPS officer with designated data, security, or signature authority.
- 31.6. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall return all data to BPS in a useable electronic form, and erase, destroy, and render unreadable all BPS data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of BPS, whichever shall come first.
- 31.7. **Data Breach.** Contractor agrees to comply with the State of Florida Database Breach Notification process and all applicable laws, including, but not limited to, Section 501.171, F.S., that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify BPS immediately and assume responsibility for informing all such individuals in accordance with the applicable law and to indemnify, hold harmless, and defend BPS, its board members, employees, and representatives from and against any claims, damages, or other harm related to such Notification Event.
- 31.8. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities laws) to disclose any Protected Information, Contractor will provide BPS with prompt written notice so that BPS may seek an appropriate protective order or other remedy. If a remedy acceptable to BPS is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 31.9. **Remedies for Disclosure of Confidential Information.** Contractor and BPS acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage BPS in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give BPS the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants BPS the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
- 31.10. **Safekeeping and Security.** As part of the Services, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to Contractor's employees, agents, or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.
- 31.11. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor and BPS.

- 31.12. **Request for Additional Protection.** From time to time, BPS may reasonably request that Contractor protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. Contractor has the right to reasonably decline BPS's request.
32. **NON-EXCLUSIVE AGREEMENT.** The Parties understand and agree this Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.
33. **ENTIRETY OF AGREEMENT.** BPS and Contractor agree that this Agreement and any documents made a part thereof, sets forth the entire agreement between the Parties, that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.
34. **CONFLICTS.** If there is a conflict between this Agreement and any Exhibits and/or Attachments attached, this Agreement governs.
35. **CONSTRUCTION OF AGREEMENT.** Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.
36. **OTHER CONDITIONS.**
- 36.1. **Legal Authority.** It is understood that those signing this Agreement have the legal authority to enter into binding Agreements.
- 36.2. **Terms and Conditions.** This Agreement contains all the terms and conditions agreed upon by the Parties. Items incorporated by reference are physically attached hereto. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the Parties hereto.
- 36.3. **License and Permits.** Contractor shall obtain and possess throughout the term of this Agreement all licenses and permits required for its operations under Federal, Florida, and local laws and shall comply with all fire, health, and other applicable regulatory codes.
- 36.4. **Location.** All Services shall be performed and located in appropriate settings that are convenient, safe, clean, and well-maintained.
- 36.5. **Access.** BPS agrees to provide full accessibility to property owned or leased by BPS for Contractor's employees to perform Services as agreed upon herein. For software support, BPS agrees to allow for secure, remote access to the system via internet-based tools such as WebEx or PCAnywhere or as outlined and agreed upon herein.
- 36.6. **Covenant Not-to-Hire.** Each Party agrees not to hire or attempt to hire employees of the other Party during the term and for a period of one (1) year after the term (including any renewal term) of this Agreement, without the express written consent of the other Party.
- 36.7. **Public Entity Crime.** Pursuant to Section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with BPS: when a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, it may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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, F.S., for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted contractor list.

- 37. DEBARMENT.** By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- 37.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
 - 37.2. Have not, within the preceding five (5) year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - 37.3. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph.
 - 37.4. Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state, or local) terminated for cause or default.
 - 37.5. Contractor agrees to notify BPS within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described above, with respect to Contractor or its principals.
- 38. NON-WAIVER.** The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.
- 39. FORCE MAJEURE.** Except as otherwise provided herein, none of the Parties shall be obligated to perform, and no Party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion; (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute that results in a strike or work stoppage affecting the performance of this Agreement.
- 40. NOTICE.** All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the parties at the contact information listed below:
- THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**
Attention: Procurement and Distribution Services
2700 Judge Fran Jamieson Way
Viera, Florida 32940
- CHARLES NECHTEM ASSOCIATES, INC.**
Attention: May Silber, VP & CFO
595 Bay Isles Road, Suite 100/115
Longboat Key, FL 34228
- 41. COUNTERPARTS.** This Agreement may be executed in counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one (1) original document.
- 42. E-Verify.** Under Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1,

2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, BPS has made and executed this Agreement and Contractor has made and executed this Agreement on the day and year written below.

CHARLES NECHTEM ASSOCIATES, INC.

By: _____ Date: _____
Authorized Representative Signature

Print Name: _____

Title: _____

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____ Date: _____
Misty Belford, Board Chairperson

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Procurement and Distribution Services Department.
New Contractors: Send all completed Forms to the Procurement and Distribution Services Department.

Contractor Contact Name: May Silber
Email Address: msilber@charlesnechtem.com
Phone Number: 941-556-8788

Exhibit “A”

SCOPE OF SERVICES

1. CONTRACTOR'S proposal is incorporated into the scope of services and attached hereto as Exhibit “C”.
2. CONTRACTOR hereby is retained by Brevard Public Schools to establish and administer an EAP to Brevard Public Schools employees and eligible family members. CONTRACTOR represents that its work will conform to such standards of professional ethics and practice as may be applicable during the term of this Agreement and in accordance with all applicable federal and state statutes and regulations.
3. The purpose of the EAP is to guide, counsel and assist employees referred to the EAP by their supervisors, or employees who voluntarily seek assistance from the EAP. Services shall be provided to employees and eligible family members. Also, CONTRACTOR will provide referral program for elder care, childcare and work life services are included.
4. Brevard Public Schools is establishing the EAP to assist Brevard Public Schools employees and their eligible family member working through the stressors of day-to-day life. These stressors often include balancing work and family life, health and wellness and conflict in interpersonal relationships.
5. CONTRACTOR will assist Brevard Public Schools appointed representative(s) in developing EAP Policy and Procedures. After formulation of the EAP Policy and Procedures, CONTRACTOR will advise Brevard Public Schools on how to implement the EAP and how to publicize its existence to all employees and their eligible families.
6. CONTRACTOR will provide specific assistance, upon request, to the Brevard Public Schools supervisors and others with supervisory responsibility in dealing with problems relating to deteriorating job performance by individual employees.
7. CONTRACTOR will provide assistance to the Brevard Public Schools employees and eligible families who have been referred to the EAP or who request such service of their own volition. CONTRACTOR and Brevard Public Schools will adopt safeguards to assure the EAP counseling is conducted in a manner designed to preserve the privacy of Brevard Public Schools employees and their families and to assure that conversations and other contacts between CONTRACTOR and employees and such individuals remain confidential. CONTRACTOR will counsel and encourage Brevard Public Schools employees to proceed with a course of assistance by referring the individual to clinical or supportive organizations of medical professionals.
8. When a Brevard Public Schools supervisor refers an employee to the EAP under the Terms of a “Conditions of Employment” agreement signed by the employee and a Brevard Public Schools representative, CONTRACTOR will provide continuous follow-up, as necessary, to monitor referred employees' adherence to the agreed course of treatment. CONTRACTOR will make progress reports to Brevard Public Schools supervisors on employees they refer to the EAP. Such reports will be limited to reporting whether or not the employee is cooperating with the treatment program.
9. CONTRACTOR will prepare quarterly utilization reports on the caseload activities as long as the confidentiality of Brevard Public Schools employees and their families is not jeopardized.
10. CONTRACTOR will provide the following to each employee or eligible family members at a cost of \$0.90 per employee per month:
 - 24/7 unlimited 1-800 phone and e-counseling
 - 1-6 face to face counseling sessions per problem or issue per employee or eligible family members
 - Free Health and Wellness Library
 - Free Workshops and Trainings
 - Free CISD (Critical Incident Stress Debriefing)
 - Free EAP brochure, wallet cards and posters
11. If Brevard Public Schools employee or family member need services beyond those provided through their EAP

benefits, then the counselor refers the caller to a therapist in his or her insurance network. This ensures continuity of care. The employee or family member is responsible for paying any fees and charges for those services. CONTRACTOR will not be held responsible by Brevard Public Schools employees or family members for the payment of such fees. CONTRACTOR shall be responsible for giving notice to employees or family members of fees for services by professionals or agencies to which an employee or family member is referred.

12. In the event of termination of this agreement:

- a) CONTRACTOR and Brevard Public Schools shall promptly review all work in progress. Brevard Public Schools shall be responsible only for any work commenced prior to the termination date and any and all charges which may be due and payable at the termination date shall be paid within 45 days of the termination date by Brevard Public Schools.
- b) CONTRACTOR will provide such services and assistance as may be necessary to promptly transfer in confidence all records of services rendered and work in progress related to the Performance by CONTRACTOR under this agreement, to any third party as directed by Brevard Public Schools.

Exhibit “B”

FEES FOR SERVICES

\$0.90 per employee per month

Based on 8,000 employees

Charles Nechtem Associates, Inc. will invoice Brevard Public Schools on 1st of each month.

Employee count will be updated on a quarterly basis by Brevard Public Schools.

Exhibit "C"

REQUEST FOR PROPOSAL
OF EMPLOYEE ASSISTANCE PROGRAM
AND
WORK/LIFE PROGRAM
SERVICES FOR:



Charles Nechtem Associates, Inc.
595 Bay Isles Road, Suite 115
Longboat Key, FL 34228
866-327-2040

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EXPERIENCE

Corporate History - Established in 1981, Charles Nechtem Associates, Inc. (CNA) has grown to become one of the nation's largest, privately held corporations exclusively providing Employee Assistance Program services to multiple institutions worldwide. Our mission is to meet the needs of employees and their family members by providing solutions to problems that could detract from an employee's effectiveness in the workplace and at home. Thereby, optimizing employee wellness and productivity for the greater good of the organization and society.

With a national provider network of over 100,000 clinicians, trainers, financial, legal, and other work/life professionals we deliver well-being programs to more than 2,000 organizations nationwide – including school systems, non-profit organizations, retail services, hospitality service industries, hospitals, municipalities and some of the most challenging workplace environments that exist in law enforcement, healthcare and government services.

CNA has provided EAP services to multiple public and private corporations, colleges, cities, counties and municipalities for the past 39 years – providing us with a strong understanding of the unique needs and challenges of each of these entities. As a result of our experience in working with public and private corporations:

- We have built an extensive and diverse network of providers that offer immediate, best practice services who understand the individual challenges faced by those in the educational field.
- We operate with an open provider network – allowing us to continually expand to meet the growing needs of Brevard Public Schools as ensuring that our network is among the strongest available.
- We guarantee an increase in utilization rates for the EAP and a decrease in health care costs.
- We provide customized training programs that are uniquely tailored to the needs of Brevard Public Schools employees that focus on crisis management, time/task management, interpersonal interactions and working through conflict.
- We guarantee that within 24 hours of a crisis, we will have counselors on-site to provide emotional first-aid to those affected by the incident.

We take pride in what we do, and the quality of our service is unsurpassed. We guarantee that every call is answered within three rings by a clinician with a master's degree or Ph.D. and at least five years of experience in the counseling field. We are prepared, and we do what it takes to meet the needs of our clients and to support them in developing the capability to achieve and maintain well-being. It is by this philosophy that we have been able to develop long lasting relationships with our clients and become one of the strongest privately owned EAP's in the country.

TRAINING AND QUALIFICATIONS

CNA EAP line is staffed exclusively, 24 hours a day 7 day a week, by Master's and Ph.D. level clinicians with no less than 5 years' experience in the counseling field - all of which will be responsible for services rendered to Brevard Public Schools. When a client contacts our EAP, their call is immediately answered, without the use of hold or triage services, by one of these clinicians.

CNA has developed one of the largest professional counseling networks in North America, giving employees and eligible household members access to face-to-face counselors within a 10-mile radius of their desired location. When a client requests to see a counselor in person (or the EAP clinician deems that their situation would be better handled by a face-to-face counselor), the CNA counselors make every effort to accommodate the personal preferences of the caller in terms of gender, location, age and/or religious background without compromising the quality of care. In addition, employees and dependents will have access to nationally certified alcoholism counselors (NCAC's), certified employee assistance professionals (CEAP's) and certified addiction counselors (CAC's) when needed.

CNA has a rigorous credentialing process that serves to both reduce legal risks and assure that referrals for evaluation and problem resolution are made to qualified professionals. Our Provider Relations department continually expands this network to meet the needs of our new EAP clients and our provider profiles allow targeted referrals to professionals who provide specialized services in addition to Solution-Focused Counseling and Cognitive Behavioral Therapy.

CNA closely monitors our network providers through employee satisfaction surveys, and our provider relations department ensures that all providers are properly licensed and meet all requirements at set forth in each state.

At a minimum, our clinicians meet the following criteria:

- Doctorate or Master's Degree in a Mental Health field from an accredited college or university
- Licensed by the State for independent practice in the mental health profession
- Five years or more of postgraduate experience providing assessments, short-term solution focused counseling and referring clients with a broad range of behavioral problems, including substance abuse
- At least 2 years direct EAP experience dealing with employee work performance problems and substance abuse
- At least 3 years of practice in their community to ensure knowledge of local resources
- 24-hour availability (cell phone, answering service) to clients and EAPC
- Ability to see clients within 24 hours of initial referral (for crisis situations)
- Ability to provide EAP services outside of normal business hours (weekends and evenings)
- Reputation in the community as a respected counselor
- Malpractice insurance coverage of at least \$1 million per incident, \$1 million per aggregate.
- Agreement to adhere to EAPC practice guidelines

ACCESS TO EAP SERVICES

CNA provides direct and immediate access to professionally trained mental health counselors 24 hours per day, 7 days a week at our toll-free phone number. An automated phone service is never used.

Our EAP also offers employees and their families:

- Multi-lingual counseling phone line including immediate access to English, Spanish and French speaking therapists (TTY for the hearing impaired)
- Staff made up solely of certified social workers and licensed psychologists
- A provider network of over 100,000 licensed therapists nationwide
- Full integration into the client's already existing healthcare plan to ensure continuity of care following EAP utilization

Employees and their family members may also securely and conveniently request EAP and work/life services through our website, www.charlesnechtem.com or via email at inquiries@charlesnechtem.com. Many participants prefer the privacy of requesting services from our secure website rather than calling for services as it adds another level of anonymity.

When an employee calls for services, a description of the reason(s) for seeking assistance is obtained, degree of urgency is assessed, and the appropriate interventions and services are determined. Clients are referred to the in-network provider who best supports their need (based on the type of problem and geographic location). Preferences for a specific counselor based on age, gender, race, religion and cultural background are also taken into consideration.

In routine situations, CNA counselors schedule a face-to-face counseling appointment within three business days. Clients with urgent problems are seen the same day or within 24 hours. When urgent services are needed, CNA arranges the appointment with the clinician to ensure that services are delivered within the required timeframe. Counseling sessions are available during normal office hours as well as in the evening and on Saturday to avoid disrupting the work schedule.

When emergency assistance beyond the scope of the EAP is needed, such as substance abuse, violent situations or child/elder abuse, clients are directed to the appropriate community resource. CNA maintains an updated resource directory of both national and local facilities providing emergency services, so clients can be efficiently and effectively referred.

SERVICES

COMPREHENSIVE ASSESSMENT AND COUNSELING SERVICES

The goal of our assessment is to diagnose the nature and severity of the problem, develop an effective treatment plan and match the individual with the appropriate type and level of care. A determination is made whether the client can be treated within the EAP or if the client would benefit more from a face-to-face referral. Accurate assessment and appropriate referral increase the likelihood of improved job performance and employee well-being.

The assessment will identify, evaluate and document the client's strengths, weaknesses, problems and needs, and lay the groundwork for a plan of action. We conduct a broad based, comprehensive assessment that evaluates all areas of functioning including the following types of information.

- Type, extent, duration, severity and precipitants of problem(s)
- Secondary problems
- Psycho-social history
- Medical and psychiatric history, including current use of medications
- Marital and family history
- Current living arrangements
- Alcohol and drug use history for client and family members
- Current or past family violence, including abuse of child, spouse, elderly family member and siblings
- History of job stability, performance, satisfaction, work relationships and stress
- Support system
- Psychological and emotional status (including assessment for major psychiatric disorders, organic brain disorder and suicidal/homicidal/violent tendencies)
- Treatment history for chemical dependency and psychiatric disorders and outcome of treatment (includes types and duration of treatment, whether the client completed the treatment program and followed the aftercare plan, and the amount of time the client-maintained abstinence)
- Legal status
- Financial situation
- Initial impression and prognosis
- DSM-V diagnosis
- Recommendations for problem resolution

Based on the results of the evaluation, a treatment plan is developed by the counselor in conjunction with the client. The treatment plan includes diagnosis, specific actions to be taken by the employee and the counselor to help resolve the identified problem(s), treatment goals, and a time frame for each action step and for problem resolution. Goals are specific, measurable and achievable within a specified time frame.

Important criteria for evaluating the appropriateness of the treatment plan include the following:

1. The diagnosis is fully supported and justified
2. The client's history is taken into account.
3. The treatment plan contains specific behaviorally defined and measurable goals that facilitate the client's regaining, attaining or maintaining adaptive functioning.
4. The estimated length of time to achieve goals is stated and is consistent with the diagnosis and symptom pattern

The objectives of our counseling are to motivate the client to make appropriate changes and to teach methods that result in successful resolution of the problem. Our counselors provide a therapeutic environment that helps the client set goals, develop action plans, explore possible solutions, and learn and practice life skills.

REFERRAL SERVICES

After the assessment, the Brevard Public Schools employee/dependent may be offered follow-up phone counseling or face-to-face counseling sessions, depending on the outcome of the assessment and the caller's preference. If face-to-face counseling is recommended or requested:

- The counselor will refer the caller for face-to-face counseling within 24 hours of initial EAP contact.
- CNA counselors make every effort to accommodate the personal preferences of the caller in terms of gender, location, or age, and even religious background, without compromising the quality of care.
- The EAP counselor contacts the face-to-face therapist by telephone and conveys the results of the initial assessment, his or her diagnostic impressions, and any recommendations for treatment. The CNA counselor also evaluates the provider to ensure accessibility and "fit" with regards to the caller's preferences.

When a caller is referred for face-to-face counseling, Charles Nechtem Associate, Inc. EAP counselor refers the employee to a therapist in the CNA network, who is within 10 miles of the employee's address of choice, usually home or work.

CNA Network therapists have a contractual agreement to schedule a face-to-face appointment within the following guidelines:

- Within 12 hours for emergency cases
- Within 24 hours for urgent cases
- Within one week for routine cases

CNA goal is to make the transition to a face-to-face counselor as seamless as possible. To assure this, the Charles Nechtem Associates, Inc. EAP counselor will first determine which network counselor best matches the client's preferences. Then, the counselor will contact the therapist by telephone, provide a diagnostic impression, and share other pertinent information to lay the groundwork for the first session.

There is no out-of-pocket cost for an employee/dependent who utilizes a network therapist.

FOLLOW-UP AND MONITORING SERVICES

Below are our follow-up procedures for self and management referrals.

Follow-Up for Self-Referrals:

The counselor calls the client one week after a referral is made to verify that the initial appointment was kept and that the referral was appropriate. If the client has not yet contacted the referral resource, the counselor explores the reasons and helps the client overcome any possible obstacles. The counselor calls again one week later to determine if the client followed through. If the referral did not meet the needs of the client, a new referral is made based on the additional information. Follow-up activity is documented in the case file and on the closed case form.

Follow-Up and Monitoring for Management Referrals:

The CNA Account Manager is responsible for conducting all follow-up and monitoring activities on management referrals (COE's). Centralizing this responsibility is an efficient and effective way to coordinate the program.

When an employee is referred under a COE, he or she signs a contract that allows the EAP Case Manager to share certain information with the employer. If the Case Manager refers the employee for face-to-face counseling, the EAP case manager and the therapist work together and can share information about the case, including the progress or lack of progress made by the employee. The EAP Case Manager regularly updates the employee's designated contact person (usually the supervisor or an HR representative) about the progress the employee is making and informs the employer of the employee's compliance or non-compliance with the terms of the COE.

The COE Process is as follows:

- Initiated by employer
- Upon receiving the COE paperwork, the employee is assigned a Case Manager
- The COE contract allows EAP Case Manager to share certain information with the employer
- If the EAP case manager refers the employee for face-to-face counseling, the EAP case manager and the referred therapist work together as well as share information about the case, including the progress or lack of progress made by the employee
- The EAP Case Manager regularly updates the employee's designated contact person (usually the supervisor or an HR representative) about the progress the employee is making
- The EAP Case Manager informs the employer when the employee has satisfactorily completed the COE or if the employee has not completed the COE
- A COE is mandatory and initiated by the employer as the final step in a progressive disciplinary process
- The employee is typically responsible for payment and may utilize his or her insurance for this purpose. Depending on the reason for the COE, treatment may include outpatient counseling, inpatient treatment (hospitalization), intensive outpatient (IOP) treatment, and residential treatment services

In the event an employee is recommended to a treatment or rehabilitation program (scope of services outside of what the EAP offers), the Case Manager remains available to the client, the supervisor, and the treatment provider for maintenance of a well-coordinated rehabilitation

program. The Case Manager will continue to monitor the employee's adherence to the recommended treatment plan and maintain contact with the designated company representative.

As part of our monitoring and follow-up program, CNA adheres to the following procedures.

- *Telephone contact* is made by the Case Manager to the treatment provider on the day of client admission to ensure that the client entered the program.
- *Individual/Group Counseling*: The counselor submits a progress and attendance report to the Case Manager on a regular basis. The counselor notifies CNA within 24 hours if the client has an unexcused absence.
- *Inpatient Treatment*: The treatment facility submits to CNA an initial assessment and diagnostic report, laboratory results, drug screen results, and weekly and monthly progress reports. If the client terminates treatment before recommended, the facility immediately informs CNA by telephone. At least one week prior to discharge, the facility, in conjunction with CAN, develops a continuing care plan that generally remains in effect for one to two years. CNA monitors the client's progress on a monthly basis to ensure that compliance with the continuing care plan is maintained.
- *Intensive Outpatient Treatment*: The treatment provider submits to CNA weekly and monthly attendance and progress reports. The facility notifies CNA within 24 hours if the client has an unexcused absence. Upon completion of the intensive treatment stage, a continuing care plan is developed by the treatment facility and CNA
 - *Detoxification*: The treatment program notifies CNA within 24 hours when the client has completed detoxification or has withdrawn from the program. CNA refers the client to inpatient or outpatient counseling after detoxification is completed.

The designated company representative is contacted on a weekly basis by the Case Manager for an update on employee compliance with their treatment plan as well as job performance inquiries (including such areas as attendance, tardiness and behavioral issues).

WORK/LIFE SERVICES

The work/life program is designed to assist employees with balancing their work obligations and personal responsibilities, allowing them to be more focused and effective on the job. Below is a detailed listing of these services. We currently provide information and referral services in the following areas:

Career Counseling

CNA counselors provide career counseling and job coaching. Career counseling utilizes "The Passion Test" approach to identify an individual's life goals and interests.

Managing Personal Crisis

CNA provides training in working through a personal crisis - including working through the unexpected. This program defines crisis, reviews the stages of crisis and assists in developing a plan of action to handle the crisis.

Child Care Referrals

CNA EAP counselors provide parenting education and coaching; information on becoming a parent, adopting a child, and developing parenting skills; information on child development; and finding and managing childcare. We also provide referrals for childcare centers, family childcare homes, nannies, sick care/back-up care and adoption agencies.

Parenting Skills

CNA provides information and training on how to work with children of all ages. This program provides information on developmental issues, behavior modification, jealousy between siblings, identity/role confusion and learning what it takes to be a healthy family.

Caring for Your Family

CNA works with you to care for yourself while caring for your children and aging parents. This program helps you understand developmental tasks of the middle years, understand your own aging process, guiding children into adulthood, redefining parenting, tasks of the middle age years and taking care of yourself.

Education & School Age Programs

CNA assists with selecting and managing the entire family's education from preschool through college; including information on working with teachers, understanding testing procedures, resolving school problems and improving study habits. This includes assistance with choosing a college or university, special needs programs, vocational schools and scholarship/grant searches.

Eldercare Consultations

CNA provides resources on eldercare services utilizing a continually updated national database of 1.2 million elder care services nationwide. The CNA counselor will discuss the employee's specific situation, outline options, help with problem solving, develop long term care plans and arrange for individual or group counseling sessions with network counselor in their area who specializes in eldercare services.

Counselors can make appropriate recommendations for in-home services, community resources, adult day care, retirement communities, nursing homes, assisted living facilities, home and community-based services, transportation services, legal and financial services, and elder law attorneys.

Caring for Aging Loved Ones

CNA assists in learning to assess your loved one's needs, finding alternatives to living arrangements, providing tips on how and when to address and discuss your loved one's needs as the ability to remain independent declines.

Job Coaching and Executive Coaching

CNA's Job and Executive Coaching is based on an "Appreciative" approach – a strength-based approach to coaching - and the concept of "100% Responsibility." Utilizing these approaches, we are able to assist employees and managers to maximize their effectiveness and potential.

Financial Consultation Referrals

CNA offers financial referrals through a local and nationwide financial referral program that encompasses a broad scope of financial concerns. We offer personalized referrals to financial programs and financial planners that cover personal, real estate, legal issues, tax matters, income tax preparation and credit/debt services. Our financial network consists of over 2500 available financial assistance programs nationwide

Legal

CNA offers legal referrals through a local and nationwide legal referral program that encompasses a broad scope of legal issues. We offer personalized referrals to attorneys and financial planners that cover personal, real estate, legal issues, estate planning, tax matters, income tax preparation and credit/debt services. Our legal network consists of over 150,000 legal providers nationwide.

Identity Theft Services

Identity theft involves the unauthorized use of someone's identity information, such as a credit card, social security number, or driver's license to steal money or commit fraud. Each year, millions of Americans are victims of identity theft. And with more people and companies putting information online, the number of identity theft cases continues to rise.

For helpful tips on preventing identity theft please visit the following link from the Federal Trade Commission: http://www.consumer.gov/idtheft/protect_againstidt.html#5

Building a Healthy Lifestyle

CNA teaches healthy eating and lifestyle habits. Our counselors work with individuals to set up individualized diet and exercise programs to meet health goals. This program provides an overview of a healthy lifestyle, understanding the basics of health and wellness, the role of exercise when changing dietary habits and setting/achieving health goals.

Coping with Anxiety

CNA provides training on understanding anxiety and learning the difference in normal feelings of stress vs. feelings of anxiety. Our counselors assist individuals in defining, identifying, and understanding how thoughts and ideas can affect anxiety and provide individualized treatment plans for working through anxiety.

Working through Anger

CNA explores areas of physical, psychological and interpersonal consequences of anger. This program defines and teaches the psychological responses to anger, identifies types of anger and teaches healthy ways to manage these emotions.

Stress Management

CNA assists in learning to work through the stressors of daily life. Our counselors assist in examining the sources of daily stress; teaching effective coping strategies for work, travel and home life; and teaching relaxation techniques.

Smoking Cessation

CNA counselors work with individuals who have a desire to quit smoking. This program provides tips on managing cravings, making it through the first few days, managing stress and irritability, tips to reduce weight gain and teaches healthy habits to replace smoking. In addition, our counselors help individuals learn the facts about smoking and tobacco use, understand the motivation behind quitting, clarify why a person has decided to quit smoking, identifies the traits behind addiction and provides resources to assist in smoking cessation.

Goal Setting/Skill building

CNA teaches how to achieve more in all areas of work and life. This program teaches how to improve performance, enhance motivation and increases self-confidence by setting goals. Our counselors assist in teaching effective goal setting skills, help recognize barriers to goal attainment, and assist in the establishment of appropriate and realistic goals.

Time Management

CNA counselors address how to handle multiple priorities. This program explores common myths about time management, identifies personal attitudes toward time management, teaches the key steps in planning and prioritizing, and discusses how to recognize internal obstacles for decreased productivity.

WEB-BASED & TECHNOLOGY-BASED SERVICES

CNA will provide the following comprehensive online services to Brevard Public Schools employees and dependents. Employees and family members can access these features 24/7 as well as securely and confidentially request EAP services through this site. A password, chosen by the client, is required to log in to the Health and Wellness Library.

We invite you to view a demo of our website by visiting www.charlesnechtem.com. Click on the “Health and Wellness Library” tab at the bottom.

Library username: Nechtem_admin

Library password: default

Topics include everything from Adoption, Alcohol and Anxiety, to Marriage and living together, to Substance Abuse and Wills.

Website features and topics:

Web-based Trainings and Educational Services

We are happy to partner with our clients to develop and provide webinars on any topic.

Our Health and Wellness Library offers access to thousands of articles, videos, courses, eBooks, webinars, articles, and presentations on a myriad of topics that staff can peruse at their convenience.

Health

Better understand your health and how to manage it through our articles, videos, and interactive tools. Explore topics such as healthy lifestyle, common diseases and medical conditions, children's health, home safety and alternative medicine.

Balanced Life

Conduct searches for childcare, summer camps, adoption resources and senior care. Learn about managing the demands of work, family, and personal life. Use college-cost calculators and review resources for financing higher education. Obtain information on parenting, communication, pet care, aging, and planning for retirement.

Mental Health

Get help with stress, anger management, relationships, grief, substance abuse, depression, eating disorders, children's behavioral problems and much more. We offer hundreds of self-assessments, videos and articles related to mental and emotional health.

Financial

Review a wealth of high-quality resources designed to help you navigate the financial maze, including 140 financial calculators and 100s of tax forms. Obtain information on banking, budgeting, auto financing, insurance, investing and much more.

Legal

Access legal information on a wide variety of topics including real estate, taxes, elder care, consumer law and more. Whether you're having trouble with your landlord or problems with a traffic ticket, there's information here that will guide you through these challenges. Commonly used legal forms are also available for download.

On Demand Training

Take any of our 35 professional training courses on numerous topics including Staying Positive, Leadership, Communications, Team Building, Supervision, Stress Management, Balancing Work and Family, and Personal Growth. An Orientation to the EAP, Supervisor Training, Drug-Free Workplace Training (employee and supervisor versions) are also available through the website. Participants create a unique user ID and password which allows them to return to complete unfinished trainings and print certificates of completion.

EAP APP



CNA Assistance APP

CNA Employee Assistance Program/Assistance Program APP can conveniently access on your mobile device.

It's fast, easy and confidential, call your EAP 24/7 to reach a counselor and visit our wellness library

Download on the App Store or Get it On Google Play



SUPERVISOR AND MANAGEMENT CONSULTATION SERVICES

CNA views supervisors and managers as playing a vital role in the early identification of employees with deteriorating job performance due to alcohol, drugs, and other personal problems. Our consultation and training helps supervisors and managers recognize troubled employees and successfully refer them to the EAP. We serve as a key management tool that assists in returning a troubled employee to a level of optimal functioning.

The role of the Case Manager is to provide guidance and strategies in accordance with your organization's policies and procedures regarding how to handle employee job performance, attendance, and conduct problems. Supervisors and managers may confidentially contact the Management Consultant as often as needed, even if they are not sure they will make an EAP referral.

The Case Manager helps determine if the situation is appropriate for referral to the EAP, reviews supervisory documentation of job performance deficiencies, and discusses ways to approach the employee regarding performance problems and referral to the EAP. Supervisors are instructed to focus on the employee's poor work performance and cautioned not to make judgments about the employee's possible personal problems. The supervisor is counseled on how to respond to the situation if the employee refuses the EAP referral. Confidentiality requirements and regulations are explained to the referring supervisor.

When employees are management referred (COE) and give their consent, we report to the referral source the following types of information: whether the employee kept the initial EAP appointment, if the problem is best treated under the EAP or if other courses of action are recommended, whether the employee agreed to follow the recommended treatment plan, prognosis and time frame for job performance improvement. Only information that is necessary for the supervision of the employee is revealed. No information is disclosed without a written release.

The Case Manager coordinates EAP services and treatment with the supervisor, when employees are management referred. After each EAP session, the counselor contacts the EAP Case Manager to discuss employee progress. The EAP Case Manager then contacts the supervisor to inform whether the employee kept the appointment, provide the date of the next EAP session and review employee progress.

The EAP Case Manager also requests feedback from the supervisor on an ongoing basis regarding employee job performance, attendance, and conduct as an additional indicator of employee progress. The Case Manager shares this information with the counselor to improve counseling effectiveness.

When employees are referred to treatment beyond the EAP, we maintain regular contact with the treatment provider to monitor progress until completion of treatment. We follow the procedures described above in the section titled Follow-up and Monitoring for Management Referrals. Our experience shows that the chance of a positive treatment outcome is greatly enhanced when the EAP maintains involvement with the employee, the supervisor, and the treatment provider over an extended period of time.

Supervisors will be informed when employees successfully complete or discontinue treatment. After the employee completes counseling, the Case Manager is available to the supervisor for follow-up support and to assist in job readjustment.

ORGANIZATIONAL CONSULTATION SERVICES

CNA also provides consultation and assistance for a number of critical organizational issues such as:

- Harassment
- Workplace violence
- Organizational change
- Critical incidents
- Conflict resolution
- Drug-free workplace

Harassment in the Workplace

Instances of harassment in the workplace can create disruption of productivity, conflicts among employees and management, and risks of litigation for employer organizations. CNA helps organizations with this problem by providing counseling to the perpetrator with an aim of preventing reoccurrences. CNA consultants can also arrange counseling services for an employee who is the victim of harassment.

Workplace Violence

Thousands of American workers are annually the victims of violence at the workplace. Though we usually think of violence as murders, assaults or other physical acts, violence can take other forms such as threatening words, messages or gestures that affect an employee's sense of safety or security at work. CNA can assist managers in reducing the chances of Workplace Violence through consultation concerning your workplace violence policy's development, communication and implementation. CNA can also develop and implement customized Workplace Violence

prevention training programs for both supervisors and employees. Our Management Consultants provide individual consultations to supervisors to help them assess the seriousness of possible threats from employees as well as to help supervisors develop plans of action that are consistent with company policy and sound safety practices.

Organizational Change

Our program offers consultations and other services to support companies experiencing downsizing, mergers, acquisitions and other organizational changes. In working closely with human resource managers, our Consultants are able to help client companies by planning and implementing presentations for both supervisors and employees concerning change management and other related topics.

Conflict Resolution

Conflict is inevitable in today's diverse, fast-paced workplace. Our consultants assist managers and supervisors in understanding peer-to-peer conflicts, work team conflicts, employee-manager conflicts and in developing appropriate plans to address each scenario. Our consultants can arrange on-site presentations and trainings or help managers refer affected employees directly to the EAP for further services. Further, our consultants are able to assist managers confronted with workplace conflicts in identifying appropriate community resources, arranging mediations, arbitrations and negotiations that address specific conflicts or disputes.

Drug-Free Workplace

CNA will assist your organization in maintaining a drug-free workplace. We provide a comprehensive alcohol and drug assessment, counseling, referral and two-year monitoring program.

CNA's experienced counselors will provide managers and supervisors with professional guidance concerning the implementation or revision of Drug-Free Workplace policies and plans. In the case of a positive drug test result, our professionals will consult with the employee's supervisor to help develop an appropriate intervention plan. Through our case management program, CNA can monitor the treatment progress of the affected employee for up to two years. CNA can also plan, coordinate and provide EAP on-site presentations for employees and managers concerning topics such as your drug-free workplace policy, alcohol and drug education, and the workplace signs of substance abuse.

CNA counselors are available to provide guidance to supervisors and managers regarding individual and organizational drug related problems, such as reasonable suspicion testing, positive drug screens and policy development.

TRAINING AND EDUCATION SERVICES

• EMPLOYEE ORIENTATIONS

Our 30 to 45-minute employee orientation introduces employees to the EAP and explains reasons for using the EAP as well as methods of accessing the program. The training is designed to build trust and encourage self-referrals in the early stages of problem development. The content of the employee orientation includes:

- Purpose of the EAP
- Employee and dependent benefits under the EAP
- Detailed information on the services offered by the EAP
- Credentials of our EAP counselors
- What to expect in a counseling session
- Referral procedures
- Program confidentiality
- Procedures to access the program
- That this is an employer paid program, free for employees and dependents

- **SUPERVISORY TRAINING**

The objectives of our 60-minute supervisory training are to teach managers and supervisors the following:

- Purpose of the EAP
- Role of the EAP, the EAP Management Consultant, the supervisor and the employee
- Ways to identify an employee appropriate for referral to the EAP
- Procedures for documenting work-based problems
- Methods of effectively referring the employee to the EAP
- How to follow up after the referral
- Confidentiality regulations

CNA will consult with your organization regarding the preparation and presentation of supervisory training to ensure that information imparted conforms to your particular requirements. CNA will also utilize your performance appraisal system when teaching supervisors how to focus on employee job performance and/or conduct.

The following information is discussed in detail:

- EAP policies and procedures
- Methods to access to program
- Types of problems handled by the EAP
- Types of Referral -- Self, Informal, Management
- Confidentiality Regulations
- Signs seen on the job that indicate an employee is troubled or using alcohol and drugs
- Methods to evaluate whether performance problems are due to lack of understanding about job expectations, deficits in skills or abilities, or due to a reason appropriate for EAP assessment
- Definition of deficient job performance
- How to use the EAP as a corrective action, not a disciplinary action
- How the EAP helps the employee and benefits the supervisor
- Reasons it is more effective to refer an employee in the early stages of job problems

- Examples of how to constructively confront troubled employees, appropriately refer them to the EAP and handle the situation if the referral is refused
- Ways to document job performance deficiencies and the EAP referral
- Feelings, barriers and misconceptions that can impede supervisory referrals
- Relationship of the EAP to personnel management issues such as performance appraisal, disciplinary actions and leave policy
- The roles and responsibilities of the supervisor, the employee and the EAP
- Policies and procedures regarding those in safety-related positions who test positive for drugs and are referred for substance abuse, when relevant
- How to work with the Management Consultant for assistance in dealing with the troubled employee, and what type of feedback to expect from the Case Manager once the employee is referred
- How to support employees when they return to work after an extended absence for treatment

The training teaches skills that, through practice, greatly decrease the chance of an adverse response and increase successful referrals. The training also explores the definition of deficient job performance, so supervisors can more clearly identify an employee who needs referral. Additionally, supervisors are taught key indicators of a troubled employee such as excessive absenteeism, especially on Monday and Friday.

Proper documentation that prevents the supervisor from making subjective judgments and diagnosis and that facilitates successful referral to the EAP is emphasized. Supervisors are taught to document specific attendance, conduct and performance problems, including the date, time and place of incident, that occur over a period of time, before formally referring the employee to the EAP. Supervisors are also encouraged to document good performance behavior.

CNA will utilize your organization's performance appraisal system when teaching supervisors how to focus on employee job performance and/or conduct. Supervisors are taught to use the EAP as a management tool and not as a disciplinary measure. They are encouraged to continue monitoring employee job performance and/or conduct after referral is made to the EAP, and to conduct follow-up meetings with the employee on a pre-scheduled basis so that ongoing performance can be evaluated and communicated to the employee. If job performance does not improve to an acceptable level, the supervisor is instructed to use appropriate and progressive disciplinary action.

• TOPICAL SEMINARS

CNA offers educational seminars on numerous work-life topics. Our training catalogue is updated with new seminar topics on an annual basis and training can be customized to meet your organization's needs as well as tailored to fit your specific culture. Examples of current seminar and training topics include:

- Employee Orientation to the EAP
- Supervisor Training
- Drug-Free Workplace, Employee Version
- Drug-Free Workplace, Supervisor Version

- Achieving Results in Times of Change and Uncertainty
- Bullying in the Workplace
- Building Resiliency
- Overcoming Compassion Fatigue
- Dealing with Difficult People
- Effective Communication with Challenging Callers
- Emotional Intelligence- A Key to Communication
- Understanding the Grieving Process
- Improving Workplace Communication
- Understanding Trauma and PTSD
- Manager's Guide to PTSD in the Workplace
- Managing Change
- Managing Conflicts in the Workplace
- Managing the Generations
- Mental Health in the Workplace - What Managers Need to Know
- Planning for Retirement
- Preventing Suicide
- Preventing Workplace Violence, Employee Version
- Preventing Workplace Violence, Supervisor Version
- Taking the Stress out of Delivering the Message
- Team Building
- Time Out for Time Management
- Work/Personal Life Balance
- Workplace Etiquette
- Alcohol Awareness
- Managing Cumulative Stress
- The Mood-Food Connection
- Say "No" to Negativity, Say "Yes" to Positivity
- Smoking Cessation: Making the Move from Smoker to Non-Smoker
- Strategies for Managing Holiday Stress
- Stress Management
- Understanding and Preventing Domestic Violence
- Understanding Depression
- Bullying: What Parents Need to Know
- Eldercare: What We All Need to Know
- Parenting Your Teen: Managing Conflict and Problem Solving
- Preparing for Divorce or Separation
- Building a Confident Retirement
- Credit – Using it and Abusing It (Webinar Only)
- Eldercare Legal Issues for Caregivers and Families
- Family Law Legal Issues
- Financial Planning to Achieve Your Goals and Dreams
- Four Cornerstones of Your Financial Future
- Plan for the Future. Sending Your Child to College
- Preventing Identity Theft (Webinar Only)
- Steps to Buying or Selling a Home
- Take Control of Your Retirement Income
- Wills, Trusts and Estate Planning

CRISIS MANAGEMENT

Critical incidents, including instances of workplace violence, accidents, natural disasters, Lay-Off and or employee deaths can have a devastating impact on workplace productively - not only affecting individuals, but entire work teams and business units. Rapid and effective professional response can mitigate this negative impact by providing CISD services that sensitively help

affected employees and ensure that key business functions resume quickly. Such timely interventions can also help reduce employees' risk for post-traumatic stress related disorders. CNA provides managers and supervisors with 24 hours, 7 day per week access to our consultants. Immediately after notification of a potentially traumatic incident, our consultants will coordinate services with your managers to assist with immediate support, discuss the need for intervention, become familiar with the incident and target the appropriate services for affected groups. During and immediately after the interventions, we will communicate general information concerning the status of employees and make recommendations for additional EAP services and other organizational needs.

CNA provides onsite services, including debriefings and consultation in response to traumatic events, such as death of an employee, workplace accidents, natural disasters and violence in the workplace. We understand that each customer is unique and that each major disaster is unlike any other. An effective, flexible response from the EAP can help mitigate and minimize the negative impacts of a major crisis and ensure that key business functions resume quickly.

CNA provides access to professional counselors 24/7 to provide consultation and information about appropriate trauma responses. We will consult with your personnel upon notification of a potentially traumatic incident to assist with immediate support, discuss the need for intervention, become familiar with the incident and target the appropriate services for affected groups. We become a partner to help the manager and management team develop a plan of action drawing upon our many years of experience and the resources of a national network of trauma response professionals.

During and immediately after the interventions, we will communicate general information concerning the status of employees and make recommendations for additional services and other organizational needs.

Debriefings offer information on common reactions and emotions experienced after a crisis and allow participants the opportunity to ventilate and process their feelings regarding the incident. Individual counseling is also made available to further assist employees and their family members in recovering from the trauma.

With a team of specialty trained trauma counselors located nationwide, CNA is able to provide on-site assistance in as little as 2 hours of the request (when a crisis warrants a rapid response). The debriefing can be conducted at your worksite or at a convenient facility. After the debriefing, the counselor informs our EAP of the results (including the mental status of the employees). When appropriate, the EAP counselor informs your organization of measures that could be implemented in the workplace to help employees recuperate from the trauma.

Individuals who are traumatized may develop immediate and long-term psychological symptoms. These commonly include disturbing thoughts and feelings about the event, flashbacks, as well as avoidance of the workplace, people and activities. In addition, memory loss, concentration difficulties, and high levels of anxiety and depression can impact productivity and work relationships. For some, these psychological injuries cause permanent and

compensable work-related disabilities. Organizations can be traumatized and experience their own post trauma consequences, including increased conflict, low morale and poor productivity.

CNA will assist management in recognizing post trauma symptoms and inform them of the types of services available through the EAP and how to refer employees to the program. During and after the debriefing, our counselor will seek to identify those employees needing further counseling and assistance. We will then discuss this option with the employee and, when appropriate, with the supervisor. All affected employees will be given information about the EAP and how to access it.

Major disasters such as devastating storms or terrorist acts can negatively affect even those who are not directly impacted by such violence. This vicarious traumatization can be accentuated by massive media coverage of the events and can affect both employees and their children. In the case of such events, CNA immediately provides our customers with educational literature suitable for mass distribution to their workforce. This information offers tips on how to manage stress, talk to children and guide their understanding and perceptions, while directing employees to more information on our Website and offering available EAP services.

The goal of our trauma response program is to minimize the damage created by the incident and speed the recovery process for employees and the organization. The emphasis of all trauma-related services is the management of normal, psychological consequences and the use of natural support systems, both work and personal, to enhance recovery.

ACCOUNTABILITY AND REPORTING

CNA will provide Brevard Public Schools with quarterly utilization reports. Utilization reports capture EAP usage as well as the results of client evaluation surveys. No information that identifies a participant is ever disclosed through these reports.

Data elements in our standard reporting include both the raw number and percentage for the current period and year-to-date usage. Elements include:

- Overall EAP utilization broken down by type of usage
- Referral source
- Employee vs. dependent status
- Reason for assistance
- Outcome of the EAP sessions
- Referral recommendations
- Client feedback results
- Website usage
- Number of management consultations
- Number of supervisory referrals

An annual executive summary that reviews trends and program strengths and weaknesses is provided and examined to determine if any changes are indicated. Ad hoc reports can be

provided upon request. Data can be broken down by organizational divisions and location as well as by other criteria with an aggregate report also supplied.

COMMUNICATIONS

CNA will provide initial and on-going publicity about the EAP to the organization's management, employees and their families. Before EAP implementation, our EAP will consult with representatives of the client to develop a coordinated plan to transition from the current EAP provider (if applicable) to CNA EAP.

CNA will designate an Account Manager for the client. Throughout the life of the contract, the Account Manager will consult quarterly (or more or less often as desired) with designated personnel to review utilization, get feedback on your level of satisfaction with the EAP, address any pertinent issues, and determine what more, if anything, can be done to maximize utilization.

Introductory letter

In addition to the Employee and Supervisory orientations mentioned earlier, CNA will also provide an EAP introductory letter. This letter can be printed on your stationary or ours.

Monthly English and Spanish Newsletters on EAP and Work/Life Topics

CNA will provide Spanish and English versions of our health and wellness newsletter via e-mail each month. The newsletter promotes the EAP as a free employee benefit and provides current information about health issues. The newsletters will be sent to a designated HR employee, who can then forward them to employees. CNA emphasizes that physical and mental health are closely linked.

Our articles stress the importance of maintaining positive well-being through exercise, therapy, relaxation, taking financial responsibility and taking time for oneself.

EAP Brochures, Wallet Cards and Posters

At the start of the program, in addition to the Introductory Letter, CNA, provides enough posters, EAP brochures and wallet cards to meet your needs. We recommend the brochures be mailed to the homes of the employee families within the first 30 days of the program. Posters can be put up immediately.

CNA provides an unlimited number of brochures, wallet cards and posters throughout the life of the contract at no additional charge. We provide additional posters in several different styles 6 months into the program to keep the EAP message fresh.

All materials are available in English and Spanish.

MANAGEMENT OF QUALITY (OUR PERFORMANCE GUARANTEES)

- All calls to our toll-free Care Line will be picked up within 3 rings.

- Our EAP Line will be staffed exclusively by master’s and Ph.D. level clinicians with no less than 5 years’ experience in the counseling field.
- Our proprietary and credentialed Affiliate provider Network will deliver all care to plan members.
- All care will be reviewed to assure that it is effective.
- All care will be compared with best practice protocols to assure consistency of care across a broad network of providers.
- All care will meet or exceed industry standards
- Member satisfaction with services and care will be measured continuously.
- Provider satisfaction with payment and services will be measured continuously.

SUMMARY

CNA focuses exclusively on providing the highest quality, comprehensive employee assistance programs, work-life and wellness services. Bringing together dedicated account management, seasoned counselors and specialists, expert consultation and training services to managers, all performed with personalized customer support and attention.

CNA delivers quality where it matters most – in services that support your organization and your employees. Our attention to detail produces results that can be measured in increased employee retention, well-being, and productivity.

We appreciate your time and consideration of our Employee Assistance Program.

COST PROPOSAL

CNA proposes to provide **Brevard Public Schools** comprehensive Employee Assistance and Work/Life Program that will provide coverage for approximately 6,000 employees and their eligible dependents up to the contracted number of counseling sessions per issue per year, for an unlimited number of issues.

Model Type	Fee
<ul style="list-style-type: none"> • Unlimited Phone Counseling • Unlimited e-counseling • 1-6 face to face sessions per issue • Free EAP brochure, wallet cards and Posters • Free Health and Wellness Library • Free Workshops and Trainings • Free CISD Services 	<p>\$0.90 per employee per month</p>