

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

This Employee Assistance Program Agreement (the "Agreement") is made as of the 1st day of July 2023, by and between Tallahassee Memorial HealthCare, Inc. ("TMH") at 1613 Physicians Drive, Tallahassee, Florida 32308, and the Florida State Board of Administration (the "Employer") at 1801 Hermitage Boulevard, Suite 100, Tallahassee, Florida 32308.

WHEREAS, TMH has developed a program, known as the Employee Assistance Program ("EAP"), to assist employers in establishing and administering a program of special assistance to Employees geared toward addressing personal concerns which may be affecting, or may have the potential to affect, Employees' productivity in the work place; and

WHEREAS, the parties desire to enter into this Agreement whereby TMH will make available EAP Services to Employer and the Employees of Employer on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, obligations and promises contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1) Description of EAP.

- a) TMH is retained to establish and administer a program of special assistance to Employees, to be called the Employee Assistance Program, as provided in this Agreement. The EAP is a worksite-based program designed to assist:
 - i) organizations in addressing productivity issues; and
 - ii) Employees and Employer in identifying and resolving personal concerns, including but not limited to, health, marital, family, financial, alcohol, drug, legal, emotional, stress or other personal issues that may affect job performance.
- b) Core EAP Services provided through this Agreement, and more particularly described in Exhibit "A" attached hereto shall include the following:
 - i) Consultation with, training of, and assistance to work organization leadership, and outreach to and education of Employees and their family members about the availability of EAP Services;
 - ii) Confidential and timely problem identification/assessment Services for Employees seeking to resolve personal concerns;
 - iii) Use of constructive confrontation, motivation and short-term intervention with Employees with personal concerns which may adversely impact job performance;
 - iv) Referral of Employees for diagnosis, treatment and assistance, plus case monitoring and follow-up Services; and
 - v) Identification of the effects of EAP Services on the work organization and individual job performance.

2) Definitions. The following terms used herein shall have the meaning set forth below:

- a) "Employees" shall mean full-time and part-time regular status, exempt and non-exempt (includes hourly) Employees at the Employer's sites; retirees and contractors are not covered, unless otherwise noted. The number of covered Employees are listed in Exhibit "A" attached hereto and by reference made a part hereof. The term "Employee" as used herein shall include family members as defined below. The Employer shall notify TMH in writing immediately with regard to any deletions from or additions to Exhibit "A".
- b) "Family" includes but is not limited to the Employee's spouse and dependent children (i.e., biological children, adopted children and/or stepchildren living with the Employee). "Family" may also include parents residing with the Employee and other household members where appropriate.
- c) "Problem identification, assessment and/or referral" shall mean the service(s) to be provided for problems or issues which include, but are not limited to, one or more of the following areas: emotional, psychological, marriage/family relationships, alcohol/drug abuse, financial and legal.

- d) "Referral" shall mean recommendation for treatment and/or professional Services to be provided by an agency external to TMH's Employee Assistance Program (which may include TMH) and which is reasonably beyond the short-term problem resolution focus of TMH EAP.
- 3) Duties and Obligations.
- a) TMH's Duties and Obligations. TMH shall provide the Services listed in Exhibit "A" attached hereto and by reference made a part hereof the "Services" and, in addition, to the following limitations and requirements:
- i) TMH shall consult with Employer's supervisory and leadership personnel, when requested, in administering the Employee Assistance Program and shall provide technical assistance, in developing policies and procedures governing use of the EAP. The policies and procedures will relate to both self-referrals and management referrals and will set forth the requirement of confidentiality and the general separation of the EAP from the Employee's disciplinary process.
 - ii) TMH shall provide its Services in a facility that is licensed by proper state authorities; the Services shall be provided by healthcare professionals with appropriate licenses, certificates or other credentials.
 - iii) TMH shall keep in force comprehensive general liability insurance and professional malpractice insurance during the term of this contract with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- b) Employer's Duties and Obligations. The Employer covenants and agrees to:
- i) Designate an Employer EAP Coordinator who will be the chief representative of the Employer and liaison with TMH's designated EAP consultant.
 - ii) Provide TMH with a suitable means to identify those individuals eligible to participate in the program, including but not limited to updated lists of Employees who are covered under this Agreement, designating which Employees are supervisors hereunder.
 - iii) Develop and update policies and procedures specific to the EAP program sufficient to smoothly and efficiently operate the program; take reasonable steps to promote awareness of the EAP through internal communications and by Employer endorsement.
- 4) Compensation for Services Rendered. Employer shall compensate TMH for the Services described above as follows:
- a) For Services rendered hereunder, the Employer shall pay TMH \$4,800.00 (four thousand eight hundred dollars), annually. TMH will invoice the Employer for the total amount, due upon implementation of this contract. Payment will be made within thirty (30) days after receipt of invoice.
- b) The Employer represents that it has Employees who may avail themselves of the Services to be provided under this Agreement. In the event that the number of company Employees is increased or decreased by more than ten percent (10%) during the term of this Agreement, there will be an appropriate pro rata modification of the basic charge.
- 5) Term. The term of this Agreement shall be for twelve (12) months from 12:00 a.m., July 1, 2023 through 11:59 p.m., June 30, 2024. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other. In the event of early termination of this Agreement, the parties agree that the compensation owed by the Employer to TMH shall be prorated as of the date of termination.
- 6) Confidentiality. The records of Employees and other persons served by TMH shall be treated as confidential, in compliance with state laws governing the confidentiality of patients' medical records and federal laws where applicable, which include, but are not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR Parts 160, 162 and 164, the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. However, records will be disclosed as required in response to valid compulsory legal processes and the rulings of any court having jurisdiction of the matter in the event records are subpoenaed or requested as required in compliance with local, state and federal laws, rules and regulations. The records developed and gathered by TMH for individuals hereunder shall be the property of the individual Employee and/or TMH, and they shall not be the property of the Employer. This confidentiality provision will survive the termination or expiration of the terms of this Agreement.

- 7) Services Outside of the EAP. TMH has no obligation to provide Services to Employees beyond the Services described herein and in Exhibit "A", including, but not limited to, assessment and referral to other agencies or providers as appropriate. The cost of any further outpatient service or any other Services to be rendered by TMH shall be paid by the Employee or family member, his or her insurer or other third-party payer as negotiated between patient and provider, and will be the responsibility of the Employee. Also, the Employee shall be responsible for the costs, as required, of any and all Services of any other agency or provider to which the Employee has been referred for assistance.
- 8) Indemnification/Hold Harmless. To the extent allowable by law, each party agrees to indemnify and hold the other harmless against claims arising out of its own acts, omissions and failure(s) to act and the acts, omissions and failure(s) to act of its Employees, directors and agents under this Agreement. In no event will TMH be liable for any injury or damages to Employees, members of Employees' families or other individuals or persons arising out of any acts, omissions or failure(s) to act by the Employer, under this Agreement.
- 9) Independent Contractors. All payments made pursuant to this Agreement shall be solely for Services rendered to the Employer and its Employees by TMH, pursuant to this Agreement. This Agreement constitutes a personal Services contract, not an employment agreement. Each party hereto is an independent contractor, and nothing in this Agreement shall be construed as creating a partnership, joint venture, employer-employee relationship, agency, trust or other association for any kind between the parties, other than the independent contractor relationship specifically provided herein. Except as specifically provided herein, neither party shall act, represent or hold itself out as sharing authority to bind or commit the other party in any way.
- 10) Notice. Notices provided hereunder shall be in writing and shall be sent by certified mail, return receipt requested or by hand delivery to the addresses as noted herein.
- 11) Waiver of Breach. The waiver by TMH of a breach of any of the provisions of this Agreement by the Employer shall not be construed as a waiver of any subsequent breach by the Employer.
- 12) Binding Effect: Assignment. The rights and obligations of TMH under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of TMH. The rights, obligations and interests of TMH hereunder may not be sold, assigned, transferred, pledged or hypothecated without TMH's consent.
- 13) Venue and Jurisdiction. For the purposes of this Agreement, the laws of the State of Florida shall apply. Exclusive jurisdiction and venue shall be in Leon County, Tallahassee, Florida.
- 14) Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- 15) Entire Agreement. This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by both parties hereto.
- 16) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 17) Regulatory Compliance.
 - a) TMH and Employer shall comply with all federal and state fraud and abuse prohibitions, as amended from time to time, including, but not limited to, the Federal Anti-Kickback Prohibition, 42 U.S.C. § 1320a-7b, Stark II/Phase II, 42 U.S.C. § 1395nn, the Florida Patient Self-Referral Act of 1992, § 456.053, Florida Statutes, and the Florida Patient Brokering Prohibition, § 817.505, Florida Statutes. All payments between the parties shall be the reasonable fair market value for the health care Services provided. None of the parties shall, directly or indirectly, determine the compensation or other exchanges of benefit, value or Services based on the volume or value of referrals between the parties for designated health Services as defined in 42 U.S.C. § 1395nn, as amended from time to time. The values and consideration of all

remuneration, goods and Services exchanged between the parties are for a commercially reasonable business purpose, are determined by the fair market value, reflect the actual provision of health care and other goods and Services provided and are not exchanged to induce and/or direct any direct or indirect referrals of goods and/or Services that may be paid by a governmental program or any other health care benefit program.

- b. If either party develops concern that any provision of this Agreement violates or may violate any applicable federal or state law, then such party shall immediately notify the other party in writing of such concern and the specific activities giving rise to such concerns. The parties then shall negotiate in good faith to amend this Agreement to bring it in compliance with applicable laws.

18) Remedies Cumulative. Except as expressly provided herein, the various rights, options, elections, powers and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

19) Attorneys' Fee Provision. The prevailing party in any litigation, arising out of this Agreement, including but not limited to appeals, shall be entitled to reasonable attorneys' fees and the costs of such action from the other party.

20) General Interpretation; Ambiguities. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances, including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

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

Exhibit 'A'
Description of Services

State Board of Administration of Florida for 2023-2024

Total annual contract amount: \$ 4800.00

PEPM cost: \$ 1.82

Up to 220 covered employees

Direct Services:

- Up to 5 problem assessment and short-term counseling, referral and follow-up sessions per employee** (household family members 16 years of age and up included as needed)
- Appointments scheduled within 5-7 business days
- 24 hours, 7 days per week, toll free telephone access with Master level therapists for crisis intervention
- Crisis appointment requests prioritized and scheduled as soon as possible
- Statistical reports of utilization on a quarterly basis with basic demographic information sufficient to identify issues and trends. Employee satisfaction surveys are administered and reported as aggregate information.
- Dedicated Account Manager who will work with your key contact person(s) to customize and coordinate your service needs
- Onsite presence at annual open enrollment / benefit fairs

Training and Consultation:

- Up to a total of 10 leadership / employee training hours to include on-site orientation to EAP as a benefit, wellness seminars, making effective referrals to the EAP, program philosophy and protocols for confidentiality
- Unlimited on-going supervisor and HR consultation
- Unlimited case management of performance referrals with monitoring of employee
- Unlimited return to work consultations with supervisor and/or employee(s) out on extended medical leave
- Up to 2 per year on-site critical incident and trauma debriefings. Critical incident stress debriefings are focused on ameliorating the effects of traumatic and emotionally charged adverse events that occur in the workplace. Examples of such events include robberies, sudden onset life threatening behaviors such as physical attacks or suicides, natural disasters, or work-related accidents.

Other Benefits:

- 12 monthly **Frontline Supervisor** Q & A newsletters sent electronically
- Monthly employee awareness / wellness newsletters sent electronically
- Access to electronic legal library and discount for legal services with referral from EAP
- Access to electronic financial literacy program and telephone counseling for financial problems with referral from EAP
- TDD phone line for hearing impaired available via Florida Relay (dial 711)

Promotional Materials

- Brochures as needed and requested

Fee for Service (not included in the above annual contract amount)

- Provision of Fitness for Duty evaluations, psychologist (Ph.D.) evaluations, up to 4 hours each evaluation @ \$250.00/hour

** If employees need additional help or services, they will be referred to the appropriate health care and community provider. The cost of any assistance outside of the Employee Assistance Program is the responsibility of the employee.

ACKNOWLEDGEMENT
by TALLAHASSEE MEMORIAL HEALTHCARE, INC. (TMH) of Laws and Regulations
which the
State Board of Administration of Florida must follow

Notwithstanding any statements to the contrary in the Employee Assistant Program Agreement the following provisions apply to the State Board of Administration of Florida as an entity of the State of Florida and are agreed to by TMH.

1. The State Board of Administration of Florida (SBA), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The SBA is also prohibited from entering into a limitation of remedies agreement. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The SBA agrees to the section on Indemnification to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, TMH acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of these Agreements between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

3. **IF TMH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**

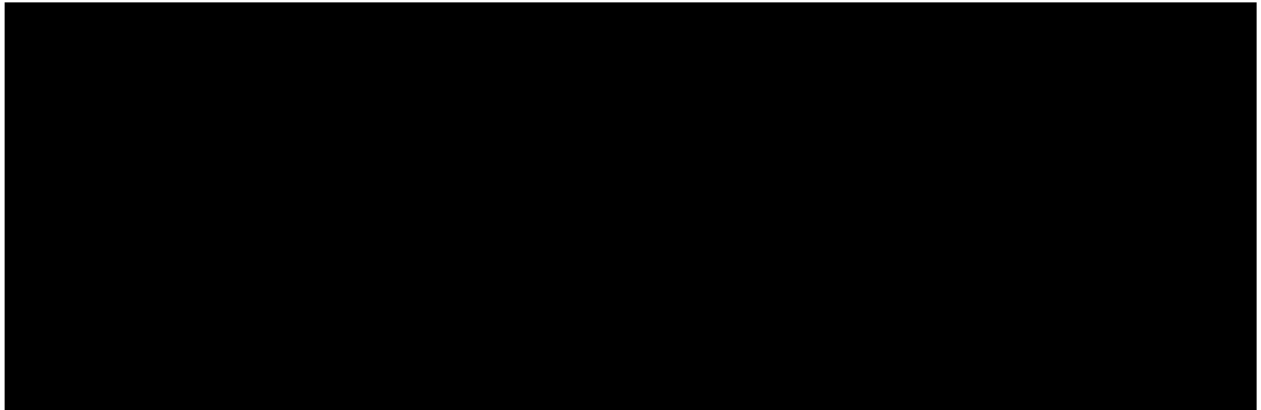
**STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com**

4. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. TMH hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website. At the time of execution TMH may submit a redacted version of the agreement for these purposes.

5. The SBA requires its vendors to comply with and use the E-Verify system. TMH shall register with and use and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. TMH acknowledges that SBA is subject to and TMH agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. (Reserved)

7. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.



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