



City Commission

92 North Alexander St
Toccoa, GA 30577

SCHEDULED

AGENDA ITEM (ID # 3139)

Meeting: 02/12/24 05:00 PM
Department: Human Resources
Category: Agreement
Prepared By: Jan Crawford

Initiator: Jan Crawford
Sponsors:

DOC ID: 3139

3.F

Consideration of Agreement with Avita for the Employee Assistance Program Services

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

This Employee Assistance Program Services Agreement (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between City of Toccoa, organized under the laws of the State of Georgia, with a mailing address of PO Box 579 Toccoa Ga 30577 ("Contractor"), and Avita Community Partners, organized under the laws of the State of Georgia with a mailing address of 4331 Thurmon Tanner Parkway, Flowery Branch, GA 30542 ("Company").

WITNESSETH:

WHEREAS, Company provides an Employee Assistance Program to various employees; and

WHEREAS, Contractor desires to engage Company to provide its Employee Assistance Program services to Contractor.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Description of EAP Services.

Company will provide the following services through its Employee Assistance Program (hereafter the "EAP Services") for the employees of Contractor and their dependents (hereinafter the "Clients" and each a "Client").

a. At the request of a self-referred Client, and at no charge to said Client, Company will provide the Client with up to six (6) counseling sessions. The purpose of the counseling sessions (both self-referred and Contractor referred) is to assess the Client's needs for on-going counseling and to refer and coordinate referral to other necessary services. The counseling sessions will be available Monday - Friday, during Company's normal, daytime business hours. Company will offer after hours counseling sessions when possible. The counseling sessions will be held at such offices of Company, but telemental health counseling sessions can be provided when clinically appropriate.

b. Company will also be available to consult with the Contractor's human resource representative individually regarding troubled employees on an ongoing basis.

c. Upon written request by Contractor, Company will provide Contractor with annual statistical reports outlining utilization of the EAP Services. Such reports will be demographic in nature and will not jeopardize the confidentiality of any Client.

2. Qualifications.

Company's counselors who will be providing the EAP Services to Clients pursuant to this Agreement shall: (1) have at least a master's degree level of education and training in social work or other counseling specialty; (2) be properly trained and educated in crisis intervention techniques and in the assessment and referral for mental health, chemical dependency, and family problems; and (3) be properly licensed by the State of

Georgia to provide all such counseling services to Clients.

3. Confidentiality and Record-Keeping.

Company will maintain a record of each Client who has received the EAP Services. Such records will be stored in a secure manner within an electronic health record of the Company and be available to Company staff only for purposes of providing the EAP Services. Except as specifically required by law, all information disclosed by a Client to the Company and/or Company's counselors concerning a Client will be held in confidence and be kept strictly confidential. This Agreement regarding confidentiality will survive the expiration or termination of this Agreement.

4. Fees.

The fees to be paid by the Contractor for the EAP Services are as set forth at Exhibit "A" attached hereto (the "Fees"). Invoices for such Fees will be provided to the Contractor by the Company monthly.

5. Insurance.

Company shall maintain liability insurance in at least the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. The company shall furnish evidence of such coverage at least annually to contractor at such times as may be requested by contractor.

6. Term.

The term of this Agreement shall be for a term of one (1) year beginning on the Effective Date (the "Initial Term"). This Agreement shall be automatically renewed for successive one (1) year terms unless terminated by either party upon written notice given to the other not less than ninety (90) days prior to the end of the then current term. This Agreement may be terminated by either party on ninety (90) days prior written notice without cause at any time after the end of the Initial Term of this Agreement. Provided however that, at any time during the term hereof, this Agreement may be canceled for cause upon thirty (30) days written notice by either party. Cause as to either party shall be defined as a material breach of this Agreement which has not been cured within thirty (30) days after written notice thereof by the breaching party to the other party specifying the breach and the actions which the non-breaching party will require of the other party to cure the breach.

7. Governing Law; Consent to Jurisdiction.

This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Georgia. The parties hereby stipulate that Stephens County is the exclusive venue for the resolution of any disputes as to the agreement and hereby waive any jurisdictional or venue rights to the contrary. Provided if a claim or any dispute involves questions of federal law then jurisdiction and venue

may be in the United States District Court Northern District of Georgia Gainesville Division. Diversity of the parties should not be considered a federal question under this agreement.

8. Notices.

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing, shall refer to this Agreement and shall be sent (i) by overnight delivery which may be tracked, or (ii) by certified mail, return receipt requested, postage pre-paid, to the parties at the addresses set forth at the beginning of this Agreement or at such other addresses as shall be given in writing by either party to the other in compliance with this paragraph.

9. Assignment.

Neither the company nor the contractor may assign or transfer any interest or right in this agreement without prior written consent of the other party.

10. Captions; Survival; Severability; Third Party Beneficiary.

The captions of this Agreement are for convenience only and shall not be read to define or limit the intent of the provisions which follow such captions. Each term and condition under this Agreement will remain effective for so long as may be necessary to give effect to its purpose as set forth herein. If any provision of this Agreement shall be found to be unlawful or unenforceable, that provision shall be deleted from this Agreement and the remaining provisions shall, insofar as possible, be given full force and effect. There are no third-party beneficiaries hereunder.

11. Relationship of the Parties.

This Agreement does not create a relationship such as a partnership, franchise, joint venture, agency, master/servant, or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than independent contractor, nor bind the other party.

12. Entire Agreement.

This Agreement contains the complete and exclusive statement of the terms of the agreement between Company and Contractor and supersedes all prior and contemporaneous understandings and may be amended or modified only in a writing signed by authorized representatives of both parties.

13 Authorization.

The individual signing this Agreement on behalf of Contractor represents and warrants that this Agreement is binding on Contractor in accordance with its terms; and that this Agreement is not in violation of or inconsistent or contrary to any provision of any other agreement to which Contractor is party.

14 Compliance with Laws.

Both parties shall, in the performance of the terms of this Agreement, fully comply with applicable federal, state and/or local laws, rules, regulations and ordinances.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date defined above.

Avita Community Partners

By: Cynthia L. Levi
Name: Cynthia L. Levi
Title: CEO.
(Company)

City of Toccoa

By: _____
Name: _____
Title: _____
(Contractor)

Attachment: Avita (3139 : Agreement Employee Assistance Program Services)

EXHIBIT "A"**FEES**

1. Contractor will pay the Company a fee per employee per hour for the services listed in this Agreement.
 - a. 1 hour – fully licensed practitioner: \$120.04
 - b. 1 hour – associate licensed practitioner: \$81.18
2. Company will provide to Contractor an invoice within 30 days following the month of provided service.
3. Contractor will pay the Company within 30 days of receipt of Company's invoice.

Policy 39

Employee Assistance

Program

Attachment: Avita (3139 : Agreement Employee Assistance Program Services)

CITY OF TOCCOA
SECTION: General
TITLE: Employee Assistance Program

NUMBER: Policy 39 Page 1 of 2
ORIGINAL DATE: January 1992
REVISED DATE: November 2023

Purpose: To define the purpose and parameters of the Employee Assistance Program (EAP) as offered to all employees of the City of Toccoa.

Policy: Recognizing that the health and well-being of its employees is vital to the success of the City, an Employee Assistance Program has been established to provide responsible, confidential assistance to employees experiencing personal problems which may adversely affect their job performance.

Application: All City of Toccoa Employees

Provisions:

1. The City recognizes that a wide range of human problems not directly associated with one's job function can affect an employee's job performance and recognizes that many human problems can be successfully treated whether the problem is one of substance abuse, physical, mental or emotional illness, financial, marital or family stress.
2. Since employee work performance can be affected by the problems of the employee's spouse or other dependents, the Employee Assistance Program is also available to the dependents of all City employees.
3. Those seeking help through the EAP are assured that their jobs and promotional opportunities will not be jeopardized solely as a result of a request for assistance.
4. Employees who participate in the EAP are expected to meet all exiting job performance standards and established work rules as would any non-participating employee.
5. EAP is not designed to prevent termination. If a job performance or conduct is unsatisfactory, the normal disciplinary or termination procedures can and will be followed regardless of participation in EAP.
6. The decision to participate in the EAP is strictly voluntary and the personal responsibility of the employee, unless specific actions as outlined elsewhere in the personnel policies and procedures make it mandatory for the employee to seek assistance from the Program.

CITY OF TOCCOA
SECTION: General
TITLE: Employee Assistance Program

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Procedures:

1. Referrals:

- a. **Self-Referral:** The employee may or may not be experiencing job performance problems, but may need to seek EAP support. No contact will be made with the Supervisor unless written permission is granted by the employee.
- b. **Supervisory Referral:** The Supervisor may suggest that the employee seek assistance from the EAP if he/she notices a decline in work performance or attitude, which the Supervisor feels may be a result of personal problems. Supervisory referral in no way obligates the employee to schedule an appointment or use services of the EAP.
- c. **Mandatory Referral:** Where the employee's behavior is intolerable/disruptive, it may be agreed among the Supervisor, Department Head, Human Resources Director and the City Manager, that the employee must participate in EAP. A written agreement of participation must be signed by and adhered to by the employee in order to continue employment. This step is generally taken in conjunction with disciplinary action.

2. Appointments:

- a. **Self-Referral:** Will be made outside of regularly scheduled work hours whenever possible. If not possible, may be covered by pre-approved sick leave.
- b. **Supervisory or Mandatory Referral:** Coordination of assessment and treatment will be facilitated between the EAP counselor and the City.



City Commission

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Toccoa, GA 30577

SCHEDULED

AGENDA ITEM (ID # 3140)

3.G

Meeting: 02/12/24 05:00 PM
Department: Finance Department
Category: Budget
Prepared By: Jan Crawford
Initiator: Becky Bohannon
Sponsors:

DOC ID: 3140

Monthly Financial Report