

**PROFESSIONAL SERVICES AGREEMENT FOR  
BEHAVIORAL HEALTH / EMPLOYEE ASSISTANCE SERVICES PROGRAM**

This Professional Services Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF FOREST PARK, GEORGIA**, (“Forest Park”) and **ONE SOURCE COUNSELING AND EMPLOYEE ASSISTANCE SERVICES, LLC**, authorized within the State of Georgia, (“Contractor”).

**WHEREAS**, Forest Park desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to Forest Park pursuant to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES**. Contractor agrees to provide professional services to Forest Park as detailed in **Exhibit A** (“Services”). If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of Forest Park’s designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION**. In consideration for Services, Forest Park shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** (“Cost Proposal”). Forest Park agrees to pay Contractor’s invoices within thirty (30) days of receiving same. As Forest Park is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges Forest Park shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM**. This Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of Forest Park on December 31, 2024.
4. **RELATIONSHIP OF THE PARTIES**.
  - (a) **Independent Contractors**. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Forest Park and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency, or similar arrangement between Forest Park and Contractor. It is expressly agreed Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
  - (b) **Employee Benefits**. Contractor shall not be eligible for any benefit available to employees of Forest Park including, but not limited to, workers’ compensation insurance, state disability insurance, unemployment insurance, group health and

life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Forest Park.

5. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and workmanship shall be (i) performed as stipulated in the proposal documents and conform to all specifications; (ii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iii) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair any licensing defect in a timely manner at no expense to Forest Park.

6. **TERMINATION FOR DEFAULT.**

- (a) Forest Park may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from Forest Park specifying such failure.
- (b) In the event Forest Park terminates this Agreement in whole or in part as provided in subparagraph (a) above, Forest Park may procure, upon such terms and in such manner as Forest Park may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to Forest Park for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs

for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
- (e) The rights and remedies of Forest Park provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. **TERMINATION FOR CONVENIENCE.** Forest Park may at any time by written notice terminate all or any part of this Agreement for Forest Park’s convenience. If this Agreement is terminated, in whole or in part, for Forest Park’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with Forest Park’s direction.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless Forest Park and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the “Forest Park Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including but not limited to reasonable attorney’s fees and costs or fines or penalties charged by any governmental entity), incurred by any Forest Park Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. Contractor expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Forest Park Indemnitees as provided herein. These obligations shall survive termination.

**10. RISK MANAGEMENT REQUIREMENTS.** Contractor shall abide by Forest Park's applicable Risk Management Requirements, attached to this Agreement as Exhibit C and incorporated herein by reference.

**11. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**

- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, licensing, and experience to undertake the obligations imposed by this Agreement.
- (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.
- (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

**12. FOREST PARK'S ASSISTANCE AND COOPERATION.** During the Contractor's performance of this Agreement, Forest Park may, but has no obligation to, aid, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance or cooperation by Forest Park shall not be construed, and the Contractor agrees it shall not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper, and punctual performance of all the Contractor's obligations under this Agreement.

**13. WORK ON FOREST PARK'S DESIGNATED PREMISES.** In the event the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter Forest Park's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

**14. CONFLICTS OF INTEREST.** Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance, or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided,

however, that such other work shall not interfere with the provision of Services hereunder.

**15. CONTRACTOR AS CONSULTANT AND CONFLICTS OF INTEREST.** In addition to the duties and responsibilities set forth hereinabove, in the event any Services requires Contractor to develop or draft specifications or requirements for a solicitation or to serve in a consultative role during a proposal evaluation or negotiation process, Contractor agrees to the following:

- (a) Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of Forest Park.
- (b) Contractor shall not have any interest, nor shall Contractor acquire any interest, directly or indirectly, which would conflict in any manner with the performance of consulting services required under the applicable Scope of Services.
- (c) Contractor shall immediately disclose to Forest Park any material transaction or relationship, including, but not limited to, that of the Contractor, its employees, agents, or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

Contractor acknowledges any violation or threatened violation of the provisions of this paragraph may cause irreparable injury to Forest Park, entitling Forest Park to seek injunctive relief in addition to all other legal remedies.

**16. CONFIDENTIAL INFORMATION.** Contractor acknowledges it may have access to and become acquainted with confidential or medical information, including, but not limited to, any information the disclosure of which is limited by HIPAA law, as well as other state and/or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, shall disclose, transfer, distribute or allow access to any confidential or medical information of the other party to third parties. These obligations shall survive termination.

**17. ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of Forest Park. No assignment or subcontract by the Contractor, including any assignment or subcontract to which Forest Park consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

**18. ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

**19. GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Clayton County, Georgia.

**20. NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

**If to Forest Park:**

City of Forest Park, Georgia  
Attn: City Manager  
745 Forest Parkway  
Forest Park, Georgia 30297

**With copies to:**

Denmark Ashby, LLC  
Attn: City Attorney  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, Georgia 30354

**If to the Contractor:**

One Source Counseling and  
Employee Assistance Services, LLC  
Attn: Director Nancy Wesselink  
35 Lake Watch Point  
Cleveland, Georgia 30528

**21. NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

**22. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**23. INTERPRETATION.** Both parties acknowledge this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the parties. Having acknowledged the foregoing, the parties agree any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

24. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
26. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations, and understandings, whether oral or written. In case of conflict between any term of the Contractor's proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
27. **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.
28. **CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**CITY OF FOREST PARK, GEORGIA**

BY (sign): \_\_\_\_\_

NAME (print): ANGELYNE BUTLER

TITLE: MAYOR

ATTEST (sign): \_\_\_\_\_

NAME (print): \_\_\_\_\_

DATE: \_\_\_\_\_

**[SIGNATURES CONTINUED ON NEXT PAGE]**



Executed on behalf of:

**CONTRACTOR: ONE SOURCE COUNSELING AND  
EMPLOYEE ASSISTANCE SERVICES, LLC**

BY (sign):

\_\_\_\_\_

NAME (print):

NANCY WESSELINK

\_\_\_\_\_

TITLE:

DIRECTOR

\_\_\_\_\_

[Corporate Seal]

ATTEST (sign):

\_\_\_\_\_

NAME (print):

\_\_\_\_\_

TITLE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

*The City of Forest Park, Georgia (“Forest Park”) has selected One Source Counseling and Employee Assistance Services, LLC’s (“Contractor”) proposal for the Behavioral Health / Employee Assistance Services Program (“Program”). The Contractor shall provide the following services (“Services”) for the Program:*

**(a) SCOPE OF SERVICES.**

- (1) Contractor shall provide an intake toll-free twenty-four-hour telephone line for employees and family members to call to receive referral information to local counselors, or to obtain information about services.
- (2) Contractor shall provide counseling sessions for certain areas including, but not limited to substance abuse, emotional distress, family, marital, financial and job-related problems.
- (3) Contractor shall maintain a network of licensed participating affiliate clinicians to provide counseling services in person for the employees/family members covered to receive services.
- (4) Contractor shall conduct orientation for employees, training seminars for managers and supervisors, “brown bag” seminars, management consultations (job performance referrals and related follow ups), and crisis response for major occupational events, or critical incidents.
- (5) Contractor shall design, recommend, produce, and provide materials and/or other information to employees to publicize the services offered.
- (6) Contractor shall provide quarterly EAP utilization reports (if requested) and an annual aggregate report consisting of number of employees seen and number of sessions provided.
- (7) Contractor shall provide work and life services that include educational and consultative assistance concerning financial, legal, childcare, eldercare, and other issues.
- (8) Contractor shall maintain confidentiality of client information in its possession according to state and federal laws.
- (9) Contractor shall provide unlimited, direct contact through its staff which shall result in: (i) immediate access to the decision-maker when critical issues need to be addressed; (ii) facilitated referrals to the most appropriate counselor for each situation; and (iii) quickly identified patterns of problems in specific work groups so that interventions can be coordinated between the Contractor's and its staff.

- (10) Contractor shall refer a client to an outside professional for consultation or treatment if issues include certain legal or financial problems, medical care / psychiatric conditions presenting needs beyond the expertise of Contractor.
- (11) Contractor shall provide counseling sessions for the purpose of assessment, short-term counseling, and/or referral and not for long-term treatment.
- (12) Contractor's financial web content shall be available to Forest Park regarding services through a secured web access.

**EXHIBIT B**  
**COST PROPOSAL**

**SERVICE FEE SHEET**

<b>Services</b>	<b>8 Session Model</b>
Counseling services per employee/family member per issue (up to 300 employees)	\$90.00 / session
Unlimited Supervisor/Management Telephone Consultations	No fee
“Orientation to the EAP” for all employees	\$100.00 / hour
Supervisor/management training (3 hours, optional)	\$100.00 / hour
Case Management	\$100.00 / hour
*Critical Incident Stress Management – Peer Team Deployment	No fee
Consultation/Coordination of CISM Services	No fee
Quarterly Utilization Reports/Annual Aggregate Report	No fee
Visibility Materials (posters, wallet cards, monthly newsletters)	No fee

*\*Critical Incident Stress Debriefings for Public Safety personnel for traumatic events upon request. Utilization reports shall be sent monthly.*

**CONTRACT FEE SHEET**

<b>Services</b>	<b>8 Session Model</b>
Counseling services per employee/family member per issue, annually (up to 300 employees)	\$6,500.00 annual (*PEPM \$1.81)
Unlimited Supervisor/Management Telephone Consultations	Included
“Orientation to the EAP” for all employees	Included
Supervisor/Management Training (3 hours, optional)	Included
**Critical Incident Stress Management – Peer Team Deployment	Included
Consultation/Coordination of CISM Services	Included
Quarterly Utilization Reports/Annual Aggregate Report	Included
Visibility Materials (posters, wallet cards, monthly newsletters)	Included

*\*PEPM – Per Employee Per Month*

*\*\*Critical Incident Stress Debriefings for Public Safety personnel for traumatic events (if requested)*

**EXHIBIT C**  
**RISK MANAGEMENT REQUIREMENTS**

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City of Forest Park, Georgia Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) days' notice to the City of Forest Park, Georgia in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City of Forest Park, Georgia Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

<b>CONTRACTS FOR UP TO \$50,000</b>	<b>CONTRACTS FOR MORE THAN \$50,000</b>
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**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. Increased Employer's Liability limit may be provided by Umbrella Liability policy.

**Professional Liability** – Professional liability coverage for any and all services performed under this Agreement, with minimum coverage of \$100,000 per occurrence.

**Professional Liability** – Professional liability coverage for any and all services performed under this Agreement, with minimum coverage of \$1,000,000.

**Automobile Liability** – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. Coverage shall include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Forest Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. Coverage shall include Contractual liability, Per Project Limit of Liability, losses caused by Explosion Collapse and Underground ("xcu") perils, the "City of Forest Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

*\*These are automatic minimums*

**Owner's Protective Liability** – The City of Forest Park, Georgia's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City of Forest Park, Georgia may elect to require higher limits.

**Owner's Protective Liability** – The City of Forest Park, Georgia's Management may, in its discretion, require Owner's Protective Liability in some situations.