

## EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

THIS EMPLOYEE ASSISTANCE PROGRAM AGREEMENT (Agreement) is between the Triad Resource Group, LLC d/b/a Triad EAP ("Triad") and Huerfano County ("Employer").

### **RECITALS**

A. Triad offers a professional services program designed to assist (1) work organizations in addressing productivity issues and (2) employee Clients in identifying and resolving personal concerns (including, but not limited to health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal issues). The program provides counseling, training, referral services and access to other resources to participating employers and their employees, along with immediate family members of employees.

B. Employer desires to receive such services provided by Triad.

C. Now, therefore, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows:

**1. Definitions.** The words and terms defined below have the following definitions:

a. "Client" shall mean any Eligible Employee and any member of the Eligible Employee's Immediate Family who are receiving EAP Services.

b. "EAP Counselor" shall mean a person who is a counselor by trade, who has a minimum of a master's degree from an accredited college or university in the fields of psychology, counseling, or a comparable area of study and who provides EAP Services. EAP Counselors may be employed by Triad, but are typically independent contractors who are not employees of Triad who accept referrals from Triad.

c. "EAP Services" shall mean employee assistance program services offered through Triad, which includes, but is not limited to, EAP Counseling (individual, couple and family counseling), financial and legal assistance and consultation, and additional services such as group and workshop leadership training and other informational and educational programs, as further described in Exhibit A.

d. "Eligible Employee" shall mean a current employee of Employer, who has been properly identified in Employer's current quarterly report to Triad including employee name and other identifying information required by Triad.

e. "Immediate Family" shall mean an Eligible Employee's lawful spouse, civil union partner or domestic partner who resides with the Employee, and dependent children (by birth,

marriage or adoption, placement for adoption, foster care, or legal guardianship by court order) under 27 years of age who are not emancipated.

**2. Term of Agreement.** This Agreement shall be effective for an initial term of one year, beginning February 1, 2023 and ending on January 31, 2024 unless terminated earlier in accordance with this Agreement. The Agreement will automatically renew at the end of the initial term for successive one-year periods unless either party gives a non-renewal notice to the other at least thirty (30) calendar days before the end of the term, stating that the party does not wish to renew, or stating different terms which are a condition of renewal. Notice by Triad of an increase in rates, regardless of when given, shall not constitute a non-renewal notice, but consistent with paragraph 4.c. Employer shall have sixty (60) calendar days from the date of the notice in which to choose to cancel the Agreement, during which period the rate increase shall not be effective.

**3. Triad's Responsibilities.**

a. **EAP Services for Clients** shall be provided as follows:

1) **Counseling.** Triad shall provide counseling and consultation for Clients as set forth on attached Exhibit A. The areas in which counseling is provided include, but are not necessarily limited to, substance abuse, emotional distress, family, marital, financial, legal and job-related problems. Financial and legal consultation and assistance (which are not part of EAP Counseling) are also available as an EAP Service, as further described in Exhibit A, Paragraph 1.

2) **Referral to Outside Professionals.** Triad or EAP Counselors may from time to time refer a Client to an outside professional for consultation or treatment. Issues typically referred to outside professionals include certain legal or financial problems, medical care and psychiatric conditions presenting needs beyond the expertise of EAP Counselors. Triad is not responsible for any costs associated with or resulting from any such outside referral. All such costs are the responsibility of the Client. Triad and EAP Counselors shall not refer a Client to an outside professional without first obtaining Client's written consent and express understanding that the outside professional is not an employee or agent of Triad, that the charges for such outside professional's services are not included in the Eligible Employee's EAP Services, that charges will be billed directly to Client by the outside professional (or if coverage is available and the outside professional accepts such coverage, to a third-party insurer or payer) and that Client or Eligible Employee is responsible for payment for these charges. Outside professionals are not employees or agents of Triad and do not share fees with Triad.

3) **Education.** Triad shall make available to Employer the programs specified on Exhibit B for the purpose of increasing Client knowledge, awareness and skills on various topics.

b. **Triad will report Statistics** on utilization to Employer on a quarterly basis. Quarterly statistics will show the number of Clients who have used EAP services by Employer. Annual statistics will include information such as gender, number of employee-Clients, immediate family-Clients, types of referrals, and problem categories. Names or other identifying numbers, dates, or codes will not be reported. If the identity of the Client is discernible from the statistic as determined by applying applicable laws or regulations, the statistic shall not be disclosed unless the Client has provided written authorization for the disclosure.

c. **Triad will bill Employer** for any additional services provided to Employer during the month by the 10<sup>th</sup> of the next month. Payment shall be due within thirty (30) calendar days of the statement date. "Additional services" include, but are not necessarily limited to, training programs, conflict resolution counseling and critical incident counseling that are over and above the basic services provided under the quarterly assessment amount as explained in Exhibit A attached.

#### 4. **Employer's Responsibilities.**

a. **Coordination with Triad.** Substantial coordination is necessary between Employer and Triad for effective utilization of EAP Services. At all times, Employer shall have a representative available to Triad for such coordination.

b. **Designation of Class and Name of Eligible Employees; COBRA Coverage.** Employer shall give written notice to Triad of the Class of Eligible Employees and shall by the tenth day of each quarter report the names of every individual on the Employer's last payroll that fall within the Class. The Class of Eligible Employees shall be all individuals who are regularly scheduled to work scheduled to work. Employer is also responsible for: (1) ensuring the plan administrator or plan sponsor offers continuation coverage as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) to Eligible Employees, Immediate Family or other dependents as required by federal law; and (2) notifying Triad regarding the extension or continuation of EAP Services to such Eligible Employees, Immediate Family and dependents as required by applicable law.

c. **Payment.** Employer shall pay Triad on or before the tenth day of the quarter, an amount equal to the base rate times the number of Eligible Employees on Employer's final payroll for the last quarter ("quarterly assessment") plus an amount for additional enrollment as a result of COBRA continuation, if applicable. Payments shall be made in advance. The base rate for determining the quarterly assessment and other charges are stated in Exhibit A. After

the initial term of this Agreement, Triad shall have the right to increase the rates set forth in Exhibit A by giving Employer written notice of the new rates at least sixty (60) calendar days prior to the effective date of such increase in rates. If such notice is given, the rates set forth in the notice shall be the applicable rates under this Agreement after such sixty (60) day notice and for the successive term.

1) Payment shall entitle all Eligible Employees and the Immediate Family to receive basic services for that quarter. There shall be no refund for any Eligible Employee whose employment terminates during the current quarter and the Eligible Employee shall have thirty (30) calendar days after the date of termination in which to use basic EAP Services. Similarly, there shall be no extra charge for individuals who become Eligible Employees during the current quarter, so long as the number of Eligible Employees for the Employer does not increase by more than 10% during the quarter. If there is greater than a 10% increase in Eligible Employees during the quarter, Employer shall pay Triad an additional base charge for each additional Eligible Employee added during the quarter. The charge shall be paid within thirty (30) calendar days of Triad's statement date.

2) If the Employer contracts to use Triad's services mid-month, the payment for basic services for that quarter shall be equal to a pro-rata share of the monthly assessment based on the ratio of number of calendar days left in the month divided by total days within the month, times the monthly assessment. If Employer's use of Triad's services terminates mid-month, Triad shall refund to Employer a pro-rata share of the monthly assessment for that Employer based on the number of calendar days remaining in the month after Triad receives notice of the termination. Thereafter, Triad and its EAP Counselors shall not be obligated to provide further services to Employer's employees or the employees' Immediate Families.

3) Payment for "Additional Services" as noted in 3.c. above shall be due within thirty (30) calendar days of the statement date.

**5. Confidentiality.** All information provided by Triad is subject to applicable laws and professional ethics regarding confidentiality. Triad and Employer agree to enter a HIPAA compliant business associate agreement for the protection of health information regarding Clients. Except as otherwise required or allowed by applicable law, information about Clients will not be divulged by EAP Counselors or Triad to Employer or any third party, except as provided below:

a. **Statistical Information.** Triad will disclose non-identifying statistics to Employer on quarterly basis as provided in paragraph 3.b above.

b. **Employer Referral, No Job Jeopardy.** When Employer notifies Triad that it has referred or will refer an Eligible Employee for EAP Services and does not state that the Eligible Employee's job position is in jeopardy, then upon request of Employer, Triad will seek written authorization from the Eligible Employee who is a current Client to disclose to Employer that the Client is receiving EAP Counseling Services. Triad may then report this information to Employer if the Client so authorizes such disclosure in writing. Only the fact that Client is receiving EAP Counseling Services will be disclosed to Employer, except as set forth in paragraph 3.b above.

c. **Employer Referral, Job Jeopardy Situation.** When Employer notifies Triad that it has or will make a referral because Employer has determined that Employee's job is in jeopardy, then upon request of Employer and with written authorization of the Eligible Employee, Triad shall provide in addition to the information provided pursuant to paragraphs 3.b and 5.b above, the following information:

- 1) The date(s) the Eligible Employee attends or fails to attend;
- 2) Whether a follow-up appointment is scheduled and the date(s) and times of the appointment(s);
- 3) A brief statement indicating whether the Eligible Employee demonstrates awareness of, and is engaged in discussing the behavior(s) identified by their supervisor; and
- 4) Whether the Employee has been referred for treatment or other services to an Outside Professional.

d. **Referral to Outside Professional.** With the Client's prior consent, information will be provided to an Outside Professional to whom the Client is referred by Triad or an EAP Counselor for additional professional services.

**6. Compliance with Federal Laws.** To the extent Employer is required to comply with the Employee Retirement Income Security Act of 1974 (ERISA), COBRA or other requirements of federal law the parties agree as follows:

a. Triad is not the plan administrator of any Employer-sponsored welfare benefit plan for purposes of ERISA, COBRA, or other federal law as a result of this contract for EAP Services.

b. Employer shall ensure that the plan administrator complies with all ERISA reporting requirements including but not limited to the provision of summary plan descriptions and other filings (such as IRS Form 5500). Triad agrees to provide information reasonably necessary to assist the Employer or plan administrator in fulfilling such requirements.

c. Employer shall ensure that the plan administrator complies with any applicable COBRA continuation of coverage requirements including provision of initial notices and notices required upon the occurrence of a qualifying event such as loss of employment, eligibility, dependent status or divorce. Triad shall extend EAP Services during a period of COBRA continuation to persons at the direction of Employer and Triad is not responsible for collection of any fees directly from those Clients or other dependents who may obtain EAP Services during a period of COBRA continuation coverage. Triad will direct any inquiries regarding COBRA coverage by any Client, Eligible Employee, their dependents or any third parties to Employer or to an Employer-identified plan administrator.

d. Employer agrees to indemnify Triad from any and all claims, demands, assessment of fines, actions, and causes of action asserted by a third party, including any regulatory agency, asserted against Triad which may result or arise out of any obligations to comply with ERISA or COBRA requirements or the requirements of this paragraph 6 that result from the actions or omissions of Employer or a plan administrator or any of Employer or a plan administrators agents, employees, or representatives. This indemnity shall include the payment to Triad for attorney's fees, court costs and expert witness fees Triad incurs in defending itself from any such claims, demands, actions, causes of action, or defense or response to any regulatory enforcement action, investigation, or inquiry.

**7. Triad's Right to Provide Services to Others.** Triad is in the business of providing EAP Services to individuals and businesses and this Agreement does not in any way limit Triad's right to conduct business or provide EAP services to parties other than Employer both during and following the Term of this Agreement.

**8. Termination of Agreement.** This Agreement shall terminate at the end of the Term as set forth in paragraph 2 above, or immediately upon any of the following events:

- a. The bankruptcy or insolvency of either party;
- b. A party's failure to cure a material breach of this Agreement within ten (10) calendar days after receiving notice stating the nature of the breach, the action needed to cure, and the date of termination if not cured;
- c. A second material breach within the same one-year Term;
- d. With or without cause upon sixty (60) calendar days prior notice; or
- e. If either party gives a non-renewal notice to the other at least thirty (30) calendar days before the end of the term, stating that the party does not wish to renew, or stating different terms which are a condition of renewal.

Upon termination or expiration of the Agreement, Triad's obligation to provide EAP Services to Employer, Eligible Employees and their Immediate Families and dependents shall terminate immediately and Triad shall have no further obligations under this Agreement. Employer's obligations under this Agreement shall also terminate except for its obligation to allow Triad to audit the payroll records of Employer, and to pay all amounts owed under this Agreement.

**9. General Provisions.**

a. **Utilization of EAP Services.** EAP Services that are provided by Triad employees will be provided at Triad offices, Grand Junction, Colorado, and via telephone at (970) 242-9536 or (877) 679-1100 unless Triad provides notice to Employer of any change of address or telephone number. Office services are provided during regular business hours, 8:00 a.m. to 6:00 p.m., Monday through Friday (except holidays), unless otherwise prearranged. At the discretion of Triad, EAP Services may be provided at additional locations. EAP Counseling with a Client provided by an EAP Counselor will occur at such EAP Counselor's private office location, or via remote electronic communication, such as Skype or similar methods, as allowed by State law applicable to the counselor's licensure. Client calls made to Triad offices after regular business hours are transferred to a third-party call center where in-the-moment crisis support and informational messages are provided.

b. **Limitation of Liability.** The EAP Counselors and other outside professionals are independent contractors and not employees of Triad. Triad has no vicarious liability or respondent superior liability for the quality of services provided or the omissions by these individuals. Triad's liability is limited to situations where it has been reckless or grossly negligent in using the services of the independent contractor and this reckless or grossly negligent conduct is the proximate cause of the damages suffered by the claimant. In any event Triad's liability shall be limited to actual damages and shall not include any compensatory, consequential, or punitive damages, interest, penalties or attorney's fees incurred by the claimant in pursuing remedies. It is Employer's responsibility to inform all Eligible Employees and Immediate Family of this limitation of liability. Employer agrees to indemnify and hold harmless Triad, its officers, agents and employees from any and all claims, lawsuits, losses, expenses, including reasonable attorneys' fees, asserted by third parties with respect to Employer's failure to perform in any of its duties and obligations under this Agreement or in connection with the negligent performance of its duties and obligations hereunder.

c. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado. The parties agree that venue of all matters shall be in Mesa County, Colorado.

d. **Severability.** If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, unless the

invalid or unenforceable provision is material to this Agreement and its invalidity or unenforceability results in substantial economic detriment to either party to the Agreement.

e. **Assignment.** Employer's rights, duties and responsibilities pursuant to this Agreement may not be assigned or delegated by Employer without the prior written consent of Triad.

f. **Entire Agreement.** This Agreement, and the Exhibits attached to this Agreement, constitute the entire understanding and agreement of the parties, and shall supersede all prior understanding and agreements of the parties on the subject matter of this Agreement.

g. **Amendments.** This Agreement shall not be changed, modified or altered except by amendment, which to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing: (i) Triad may unilaterally increase the rates as provided in paragraph 4.c. and change the benefits described in Exhibit A by giving Employer at least sixty (60) calendar days advance notice, during which period the rate or benefit changes shall not be effective, and (ii) Triad may unilaterally amend this Agreement in order to comply with the applicable federal or state laws or regulations, the amendment to become effective thirty (30) calendar days following Triad's notice to Employer of the amendment.

h. **Notices.** Whenever required hereunder, notices shall be deemed sufficiently given if made in writing, upon actual receipt of the notice or three calendar days after mailing by United States Mail, postage prepaid, first class or certified or registered mail, to the address of the parties set forth hereafter, whichever occurs first. The address to which notices are given may be changed by notice of change of address given in the method and manner provided herein.

i. **Benefit.** The terms and provisions of this Agreement shall bind and benefit the respective parties, their agents, employees and representatives.

THE UNDERSIGNED HAS CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HEREBY KNOWINGLY AND VOLUNTARILY ENTERS INTO THIS AGREEMENT AS AUTHORIZED REPRESENTATIVE OF THE PARTY INDICATED ABOVE MY SIGNATURE.

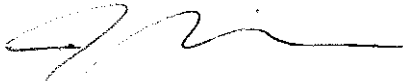


Triad EAP

Huerfano County

Name: John Gribben

Name: John Galusha



\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Title: Owner / Manager

Title: Chairman, Board of County Commissioners

Date: January 30, 2023

Date \_\_\_\_\_

Address:

Address:

844 Grand Ave., Suite A  
Grand Junction, CO 81501

401 Main Street, Suite 310  
Walsenburg, CO 81089

ATTACHMENTS:      Exhibit A

**EXHIBIT A**  
**Triad EAP's SERVICES**

**Employer: Huerfano County**

**Effective Date: February 1, 2023 – January 31, 2024**

**1. Payment of Quarterly Assessment.** Payment must be received by Triad, on or before the tenth calendar day of the quarter, equal to the base rate times the number of Eligible Employees for Employer. All persons who are listed on the last payroll of the Employer before the beginning of the quarter and who fall within the designated Class of Eligible Employees for Employer, and those additional persons enrolled pursuant to COBRA, if applicable, shall be counted in computing the quarterly assessment. The base rate per Eligible Employee, or other person, per quarter is \$5.91.

**2. Basic EAP Services Included in the Base Rate.**

a. **Counseling Sessions.** The maximum number of counseling sessions per Eligible Employee per one-year Term of the Agreement is three (3) per incident. Any counseling session provided under this Agreement for Eligible Employee's Immediate Family shall count toward the number of counseling sessions to be provided to Eligible Employee under this Agreement. The type of Service Incident is defined by the primary stressor creating the need for counseling, as follows:

- 1) Relationship problems within the family, including but not limited to, marital or domestic problems, separation or divorce, relationship issues between spouses, civil union partners, domestic partners, parents and children, or siblings;
- 2) Health-related problems such as physical or mental illness or substance abuse of the Employee or the Eligible Dependent(s) or death of a loved one;
- 3) Job-related problems; or
- 4) Other significant stressors.

Counseling sessions are for the purpose of assessment, short term counseling, and/or referral. The sessions are not for long term treatment. A counseling session is up to 50 minutes in length. Depending upon counselor availability and Client consent, a counseling session may be extended in length past 50 minutes and treated as multiple sessions (in increments of up to 50 minutes) that will each count toward the number of counseling sessions to be provided within the one-year term of this Agreement. Any scheduled counseling session that a Client misses without notice to Triad and the EAP Counselor of cancellation at least 24 hours in advance will be assessed counted as a counseling sessions to be provided to Eligible Employee

under this Agreement or as an additional counseling session charged to the Eligible Employee if the basic service number is exceeded. The basic services that are not utilized during the one-year Term are forfeited without refund and do not carry over into the next one-year Term unless Triad, in its sole discretion, makes a written exception to this rule.

b. **Financial Assistance.** Employees and Eligible Dependent(s) can access a toll-free information line, at which financial counselors are available to address questions on matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, identity theft resolution, and bankruptcy prevention.

c. **Legal Assistance.** The legal assistance benefit allows Eligible Employees consultation for any legal issue, with the exception of those involving disputes or actions between an employee/dependent and their employer or Triad. The legal consultant will provide immediate connection to an attorney in the user's state for a free 30-minute session and/or refer the client to a local attorney for a free ½ hour consultation. If additional assistance is desired, clients are entitled to 25% off of the attorney's normal and customary fees. Excluded from the free consultation and other legal work is any matter in which the adverse party is a party or Employer under this Agreement, an affiliate, parent company or subsidiary of any party of Employer under this Agreement, or an Eligible Employee or Immediate Family of an Eligible Employee under this Agreement.

d. **Training Programs.** Work-site training programs are provided either onsite or via webinar. A Training Catalog that lists the types of trainings that are available will be provided by Triad upon request. Training materials are an additional charge or could be provided by the Employer. Examples of training materials additional charges include the cost of copying handouts, and the cost of licensed training materials for trainings such as Social Styles, etc. Travel costs are extra and shall be as set forth in Table 1 below. Triad shall present one (1) work-site training program during each one-year Term for supervisors called: Recognizing and Assisting the Troubled Employee. Additional training hours beyond those provided for no charge will be provided at a charge to Employer of \$275 per training hour, or as otherwise agreed to in writing prior to the program presentation.

e. **Conflict Resolution.** Conflict Resolution shall mean a group session for two or more Eligible Employees referred to EAP by Employer for the purposes of addressing issues causing conflict in the workplace. Travel costs are extra and shall be as set forth in Table 1 below. One (1) Conflict Resolution Counseling cases will be provided by Triad to Employer each one-year Term (a case includes up to 3 hours consultation time with the Employer representative, and the Eligible employees). Additional Conflict Resolution services will be provided to Employer at the rate of \$105 per hour.

f. **Crisis Support Onsite.** Crisis Support Onsite shall mean an on-site or telehealth group or individual consultation for Eligible Employee counseling purposes following a critical or

traumatic incident that affects workplace productivity or has an impact on the Eligible Employees' ability to cope or function in the workplace. Travel costs are extra and shall be as set forth in Table 1 below. Triad shall make available to Employer one (1) Crisis Support Onsite cases each one-year Term (a case includes up to four (4) counseling hours per case). Additional Crisis Support Onsite services will be provided to Employer at the rate of \$125 per hour per counselor.

g. **Supervisory referrals** – includes up to three (3) hours per case with the supervisor, one session with employee, and reporting back as appropriate. Triad shall make available to Employer an unlimited number of Supervisory Referral cases. Additional Supervisory referral time beyond what is included per case for no charge will be provided to Employer at the rate of \$95 per hour.

h. **Additional Counseling Sessions.** Additional Counseling Sessions may be provided at a cost of \$95.00 per session, up to 50 minutes. Additional Counseling Sessions must be approved in advance by the Employer.

**Table 1: Travel**

Mileage at standard federal rate	\$.### / mile
Travel rate for time spent in transit	\$25 / hour
Lodging cost (average)	\$110 / night
Per diem (average)	\$35 / day