

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2016-153

Council Meeting Date: 05-02-2016

Date Adopted: 05-02-2016

TITLE: RESOLUTION APPROVING CONTRACT WITH AHS HOSPITAL CORP.  
DBA CONCERN BEHAVIORAL AND MANAGEMENT SOLUTIONS, FOR  
AN EMPLOYEE ASSISTANCE PROGRAM

Councilperson Muñoz submitted the following resolution, which was duly seconded by  
Councilperson Galluccio.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence,  
in the County of Union and State of New Jersey, that they do hereby approve the  
contract from AHS Hospital Corp. dba CONCERN Behavioral And Management  
Solutions, in the form as attached hereto, for an employee assistance program for the  
term March 1, 2016 through February 28, 2017 at the annual rate of \$4,158.00.

APPROVED, this 2<sup>nd</sup> day of May, 2016.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ			X	
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 2<sup>nd</sup> day of May, 2016.

Wendi B. Barry, Borough Clerk

**AHS Hospital Corp.  
Morristown, New Jersey**

**CONCERN EMPLOYEE ASSISTANCE PROGRAM AGREEMENT**

This agreement, made as of \_\_\_\_\_, 2016, by and between the Borough of New Providence hereinafter referred to as the "Organization", located at \_\_\_\_\_, New Providence, New Jersey 07974, and AHS Hospital Corp. d.b.a. CONCERN Behavioral and Management Solutions, hereinafter referred to as "CONCERN", 25 Lindsley Drive, Suite 100, Morristown, New Jersey 07960.

**WHEREAS**, CONCERN through its Employee Assistance Program ("EAP") provides the design, implementation, and maintenance of Employee Assistance Programs for the employees of businesses and organizations; and

**WHEREAS**, the Organization desires that such a program should be available to its employees.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, it is understood and agreed as follows:

1. CONCERN, through its Employee Assistance Program staff, will:
  - a. Assist in the introduction of the CONCERN Employee Assistance Program and the development of supporting information for the program. This shall include working with the Organization administration and appropriate staff such as human resources, medical, benefits and public relations and providing written promotional materials on all EAP services.
  - b. Offer introductory EAP orientation sessions for all levels of employees, management, and supervisory staff to present the program as a management tool and employee service. These sessions will occur according to schedules and locations mutually agreed upon.
  - c. Provide two (2) Health Promotion seminars on physical or mental health topics per year; employee participation will be voluntary.
  - d. Provide assistance to Organization eligible employees and members of their families through individual interviews and/or short-term counseling sessions (up to five (5) sessions per case). After five visits, any subsequent counseling services obtained by employee will be outside of the scope of this Agreement and the employee will assume the responsibility of the cost. Initial sessions will be in response to supervisor, administration, or self-referrals. Organization eligible employees may access CONCERN EAP offices in, Morristown, Somerville, Summit, Hackettstown, or Wayne, New Jersey.
  - e. Where indicated, refer Organization eligible employees to other agencies and individuals for assistance. In making such referrals to other agencies, due regard will be given to appropriateness of the referrals in view of the need, location, cost and available resources. Organization employees will be advised that they, and not the Organization, shall be responsible for payment of all costs and fees of any

such agency for services rendered to them.

f. Upon request, consult with individual Organization supervisors on specific potential or actual referrals to EAP.

g. Provide reporting to the Organization on a semi-annual basis a summary of the progress of CONCERN EAP activities that will allow the Organization to monitor the utilization of the program. Information will be presented in a format that ensures the confidentiality of the employees using the program.

h. Designate an Account Manager to represent CONCERN to the Organization in the day-to-day contacts regarding the services covered by this agreement.

i. Represent that all the aforesaid EAP services and treatments to be rendered will be conducted by duly qualified, and if required, licensed counselors, and that any and all referrals made by it will be made to such duly qualified and licensed counselors. CONCERN staff counselors will provide EAP counseling services.

j. Prepare and obtain a consent form from each participating Organization employee prior to the release of any information concerning the employee to any third party. An EAP staff member will explain such form to each participating employee. The EAP will not divulge to the Organization the name of any employee or family member utilizing the program unless such individual has given his/her written authorization, or unless required to do so by law.

k. Be available for consultation and stabilization services in the event of a trauma in the workplace.

l. Be available for management and administrative staff consultation regarding employee behavioral issues.

2. The Organization will:

a. Provide such meeting places and facilities as may be required for planning and evaluation meetings, group orientation sessions, health promotion seminars, critical incident stress management sessions and individual conferences with supervisors and employees.

b. Assume responsibility for scheduling and notifying participants of such meetings.

c. Provide internal and external publicity and communications appropriate to launch and maintain the program.

d. Designate an employee of the Organization to be the coordinator of the program and as such to represent the Organization to CONCERN in the day-to-day contacts regarding services covered by this agreement.

e. Provide a list of eligible employees, which shall be updated

quarterly, to CONCERN.

f. Compensate CONCERN within thirty (30) days of invoice, which first quarterly invoice shall be generated upon the Commencement Date.

3. Rate:

The Organization will pay CONCERN at a rate of \$25.20 per employee, per year. As of the Commencement Date hereof, the Organization employs 165 eligible employees. The Organization will update CONCERN with the number of employees quarterly, and CONCERN will invoice the Organization on a quarterly prospective basis.

4. Duration of contract:

The contract shall be effective as of May 1, 2016 (“Commencement Date”) and terminate on April 30, 2017, unless terminated earlier in accordance with this Agreement. This Agreement may be terminated upon ninety (90) days advance written notice of termination by either party, by certified mail, return receipt requested.

5. Notice:

Any notice to CONCERN EAP shall be addressed as follows:

CONCERN EAP  
25 Lindsley Drive, Suite 100, Morristown, New Jersey 07960

With a copy to:

Atlantic Health System, Inc.  
475 South Street  
Morristown, NJ 07960  
Attention: Chief Legal Officer

6. Indemnification:

In addition to the other rights and remedies of the parties herein, the Organization agrees to indemnify and hold harmless CONCERN, including its officers, trustees, employees and agents from any and all liability and claims for damages or injury caused by, or resulting from the negligent acts or omissions by the Organization arising out of this Agreement or any of the obligations assumed by the Organization hereunder provided it is determined by a Court having the appropriate jurisdiction that the Organization is solely responsible for such liability. In the event it is determined by a Court that the Organization is not solely responsible for said liability then the Organization’s liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Organization. The Organization, upon notice from CONCERN, shall resist and defend, at the expense of the Organization, such action or proceeding with counsel satisfactory to CONCERN in its sole discretion. In order to qualify for indemnity by the Organization, CONCERN shall: i) provide prompt written notice to the Organization advising of the acts giving rise to the claim for indemnity; ii) cooperate with the Organization in the defense of the claim; and iii) not waive any defense or counterclaim or settle the action without the prior written approval of the Organization, which consent shall not be

unreasonably withheld or delayed. In addition, at its option and own expense, CONCERN may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Organization's obligations under this paragraph.

In addition to the other rights and remedies of the parties herein, CONCERN agrees to indemnify and hold harmless the Organization, including its officers, trustees, employees, and agents from any and all liability and claims for damages or injury caused by, or resulting from the negligent acts or omissions by CONCERN arising out of this Agreement or any of the obligations assumed by CONCERN hereunder provided it is determined by a Court having the appropriate jurisdiction that CONCERN is solely responsible for such liability. In the event it is determined by a Court that CONCERN is not solely responsible for said liability then CONCERN's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of CONCERN. CONCERN, upon notice from the Organization, shall resist and defend, at the expense of CONCERN, such action or proceeding with the counsel satisfactory to the Organization in its sole discretion. In order to qualify for indemnity by CONCERN, the Organization shall: i) provide prompt written notice to CONCERN advising of the acts giving rise to the claim for indemnity; ii) cooperate with CONCERN in the defense of the claim; and iii) not waive any defense or counterclaim or settle the action without the prior written approval of CONCERN, which consent shall not be unreasonably withheld or delayed. In addition, at its option and own expense, the Organization may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or CONCERN's obligation under this paragraph.

7. Liability Coverage

CONCERN represents and warrants that it has general and professional liability coverage for itself, its members, agents and officers. The limits of coverage are \$2 million per occurrence.

8. Modification:

This agreement shall be modified only in writing executed by the appropriate Organization officer and authorized representative of CONCERN. Any such amendment, alteration, changes or waiver shall in no way affect the other terms and conditions of this agreement, which in all other respects shall remain in full force.

9. Controlling Law/Choice of Venue:

Any dispute arising under this agreement shall be resolved by reference to the law of the State of New Jersey. Any action instituted to enforce any provision in the Agreement or to address any breach thereof by either party shall be instituted in a Court of competent jurisdiction in Morris County, New Jersey.

10. Entire Agreement:

This agreement represents the entire agreement between the parties relative to the subject matter hereof and supersedes all prior agreements and understandings between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**BOROUGH OF NEW PROVIDENCE**

**AHS HOSPITAL CORP.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: