

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-30

TITLE: APPROVING 2015 CONTRACT WITH CAPE ASSIST

WHEREAS, N.J.S.A. 40A:11-3 authorizes the award of any contract without competitive bidding for any purchase, work or service that does not exceed in the fiscal year the total sum of Seventeen Thousand Five Hundred (\$17,500) Dollars; and

WHEREAS, the Township is desirous of renewing its contract with Cape May County Council on Alcoholism and Drug Abuse, Inc. administered by Cape Assist for the Employee Assistance Program; and

WHEREAS, the contract amount for 2015 is Twenty-One Dollars (\$21) per employee currently based on 153 employees for a total of Three Thousand Two Hundred Thirteen Dollars (\$3,213.00) and funds are available in the current fund entitled Group Health 01-23-220-402 as evidenced by the Treasurer's signature below:



Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk are hereby authorized to sign the contract agreement for the year 2015.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 5, 2015.



Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY		X	X			
SIMONSEN			X			
CLARK			X			
BECK			X			



## **AGREEMENT**

### **EMPLOYEE ASSISTANCE PROGRAM**

This is an agreement between the **CAPE MAY COUNTY COUNCIL ON ALCOHOLISM AND DRUG ABUSE, INC.**, a New Jersey non-profit corporation (hereafter "Cape Assist") and Municipality of Lower Township (hereafter "Employer") to establish an **EMPLOYEE ASSISTANCE PROGRAM** (hereafter "EAP") to commence on 1/1/2015 and terminate on 12/31/2015.

WHEREAS, the Employer recognizes the need for an EAP for its employees and desires to retain Cape Assist to establish, administer, and provide personnel for an EAP, it is hereby agreed that

#### **CAPE ASSIST WILL:**

- \* Meet and confer with appropriate personnel of the Employer to develop the policies that will define the scope of the program, and, the procedures and the activities of the program that will most effectively meet the needs of the Employer to be referred to as the "EAP Policies and Procedures."
- \* Conduct a training program for the Employer's administrative and supervisory Personnel on EAP Policies and Procedures.
- \* Conduct an initial orientation and educational seminar on EAP Policies and Procedures, for all employees who are eligible to participate in the EAP.
- \* Provide assessment, evaluation, intervention, referral and case management Services for employees referred to the EAP.

**THE EMPLOYER WILL:**

- Designate specific members of its administrative staff to assist Cape Assist's representatives in the development of EAP Policies and Procedures.
- \* Designate and set aside an appropriate meeting place for the initial orientation seminar on EAP Policies and Procedures for all employees who are eligible for the EAP and for any additional education or training program that the parties agree are necessary to facilitate the EAP.
- \* Provide a private, confidential meeting place where the Employer's can meet with Cape Assist Staff when they wish to be counseled at their work site consistent with EAP Policies and Procedures, if requested.

**BOTH PARTIES AGREE:**

- To strictly adhere to the confidential regulations that are defined in Federal Law 42 CFR Part 2 and pertains to the confidentiality of patient/client records.
- To abide by the EAP Policies and Procedures.
- To review and update the Policies and Procedures annually or on an as needed basis, when the need to do so is identified by either the Employer or Cape Assist.

**In Consideration for the EAP services to be provided by Cape Assist, the Employer agrees to pay:**

**A flat rate of \$3,213.00 for 153 employees for twelve (12) months beginning January 1, 2015 and ending December 31, 2015. Annual cost per employee is \$21.00. Full payment to be received within thirty (30) days of formal acceptance of Agreement. Increases or decreases in personnel of 10% or more shall be reported to Cape Assist and will result in Agreement modification.**

## **INDEMNITY AND HOLD HARMLESS AGREEMENT PROVISION**

**Cape May County Council on Alcoholism and Drug Abuse, Inc. agrees to indemnify and hold harmless the Employer and their agents, servants and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case of the work herein, which 1) for personal or bodily injury, illness or death, or for property damage, including loss of use, and 2) caused in whole or part by Cape May County Council on Alcoholism and Drug Abuse, Inc.'s negligent act or omission or that of a subcontractor may be liable. This indemnification and agreement shall apply in all instances whether the Employer is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of the action or claim.**

**The employer agrees to indemnify and hold harmless Cape May County Council on Alcoholism and Drug Abuse, Inc. and their agents, servants, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein, which is 1) for personal or bodily injury, illness or death for property damage, including loss of use, and 2) caused in whole or part by the Employer's negligent act or omission or that of a subcontractor, or that of anyone employed by them or for whose acts contractors or subcontractor may be liable. This indemnification and agreement shall apply in all instances whether Cape May County Council on Alcoholism and Drug Abuse, Inc. is made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of the action or claim.**

Nothing herein shall constitute a waiver of or otherwise limit any right either the Employer or Cape Assist may claim for immunity pursuant to N.S.S.A. 2a:53Aa-7, et seq. or, any other law of this State.

CAPE MAY COUNTY COUNCIL ON ALCOHOLISM AND DRUG ABUSE, INC., a New Jersey non-profit corporation.

by Ryann O'Keefe  
Executive Director

\_\_\_\_\_  
Date

Witness Kate Jolitto  
Name

\_\_\_\_\_  
Date

Municipality of Lower Township:

by Michael E. Bell  
Name

Mayor  
Title

1-6-15  
Date

witness by Jenia P. P. P.  
Clerk  
Title

1-6-15  
Date

Witness \_\_\_\_\_  
Name

\_\_\_\_\_  
Date