

1 RESOLUTION NO. 2010-076

2  
3 SPONSOR Mr. Pry

4  
5 DATE March 15, 2010 COMMITTEE Personnel

6  
7 **A Resolution authorizing the County Executive to execute an Employee Assistance**  
8 **Program Participation Agreement with County of Summit political subdivisions that wish**  
9 **to participate in the County's Employee Assistance Program, for the Executive's**  
10 **Department of Insurance and Risk Management, and declaring an emergency.**

11  
12 WHEREAS, this Council previously adopted Resolution No. 2009-472, which authorizes  
13 the County Executive to execute a Political Subdivision Participation Agreement for the County  
14 of Summit Regionalization Program for County-sponsored health care programs, including the  
15 County's Employee Assistance Program ("EAP") with County of Summit political subdivisions  
16 that wish to participate in the Program; and

17  
18 WHEREAS, the County has determined that the EAP should be made available  
19 separately from the other County-sponsored health care programs to employees of Summit  
20 County political subdivisions; and

21  
22 WHEREAS, the County has further determined that a political subdivision's participation  
23 in the EAP shall be operated on a cost-neutral basis to the County and that accordingly, the  
24 participating political subdivision shall have such duties and pay certain fees as set forth in an  
25 Employee Assistance Program Participation Agreement; and

26  
27 WHEREAS, this Council has determined by reviewing all pertinent information that it is  
28 necessary and in the best interest of the County of Summit to authorize the Executive to execute  
29 the aforementioned Agreement with County political subdivisions that wish to participate in the  
30 EAP;

31  
32 NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State  
33 of Ohio, that:

34  
35 SECTION 1

36  
37 The County Executive is hereby authorized to execute an Employee Assistance Program  
38 Participation Agreement, attached hereto as Exhibit A and incorporated herein as if fully  
39 restated, with County of Summit political subdivisions that wish to participate in the County's  
40 Employee Assistance Program. The Employee Assistance Program Participation Agreement is  
41 approved with changes therein not inconsistent with this Resolution and not substantially adverse  
42 to the County which shall be approved by the County Executive; provided that the approval of  
43 those changes by the County Executive and the character of such changes as not being  
44 substantially adverse to the County shall be evidenced conclusively by the execution of the  
45 Employee Assistance Program Participation Agreement.

1 RESOLUTION NO. 2010-076  
2 PAGE TWO

3  
4 SECTION 2

5  
6 This Resolution is hereby declared an emergency in the interest of the health, safety and  
7 welfare of the citizens of the County of Summit and for the further purpose of immediately  
8 authorizing the Executive to execute an Employee Assistance Program Participation Agreement  
9 with County political subdivisions that wish to participate in the County's Employee Assistance  
10 Program.

11  
12 SECTION 3

13  
14 Provided this Resolution receives the affirmative vote of eight members, it shall take  
15 effect immediately upon its adoption and approval by the Executive; otherwise, it shall take  
16 effect and be in force at the earliest time provided by law.

17  
18 SECTION 4

19  
20 It is found and determined that all formal actions of this Council concerning and relating  
21 to the adoption of this Resolution were adopted in an open meeting of this Council, and that all  
22 deliberations of this Council and of any of its committees that resulted in such formal action,  
23 were in meetings open to the public, in compliance with all legal requirements, including Section  
24 121.22 of the Ohio Revised Code.

25  
26  
27 INTRODUCED March 1, 2010

28  
29 ADOPTED March 15, 2010

30  
31  
32 Sharily P. Grew  
33 CLERK OF COUNCIL

[Signature]  
PRESIDENT OF COUNCIL

34  
35 APPROVED March 16, 2010

36  
37  
38 [Signature]  
39 EXECUTIVE

March 16, 2010  
ENACTED EFFECTIVE

Voice Vote: 11-0 YES: Comunale, Crawford, Crossland, Feeman, Kostandaras, Poda, Prentice, Rodgers, Schmidt, Shapiro, Smith

COUNTY OF SUMMIT, OHIO

EMPLOYEE ASSISTANCE PROGRAM  
PARTICIPATION AGREEMENT

**THIS EMPLOYEE ASSISTANCE PROGRAM PARTICIPATION AGREEMENT** is made as of the last date of signature below between the Political Subdivision (the "Political Subdivision"), with its principal place of business located at (Address of Political Subdivision), by its \_\_\_\_\_, duly authorized by (Authorizing ordinance), and the County of Summit, Ohio (the "County"), with its principal place of business at 175 S. Main Street, Akron, by its Executive, duly authorized by County Council Resolution No. 2010-\_\_\_\_\_.

**WITNESSETH:**

WHEREAS, the County sponsors several health insurance and prescription drug programs, including an Employee Assistance Program ("EAP"), which it has determined should be made available to employees of Summit County political subdivisions; and

WHEREAS, the County has further determined that a "Regionalization Program" shall be created in which Summit County political subdivisions may participate in order to further this purpose; and

WHEREAS, the County has further determined that in addition to offering a political subdivision to fully participate in the County's health insurance and prescription drug programs through the Regionalization Program, the County shall offer a political subdivision the opportunity to participate only in the County's EAP; and

WHEREAS, in order to participate in the EAP, a political subdivision must execute this Employee Assistance Program Participation Agreement and be bound by its terms and conditions and the terms and conditions of the County's Summary Plan Document;

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, the Political Subdivision and the County hereby agree as follows:

1. Definitions.

1.1 In addition to words and terms defined elsewhere in this Agreement, the words and terms set forth in Section 1.1 shall have the meanings ascribed to them in Section 1.1, unless the context or use clearly indicates a different meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms therein defined.

EXHIBIT A

10-076

As used in this Agreement:

(a) "Agreement" means this Employee Assistance Program Participation Agreement.

(b) "Political Subdivision" means the Political Subdivision.

(c) "County" means the County of Summit, Ohio.

(d) "EASE@Work" means the administrator of the County's Employee Assistance Program.

(e) "Employee Assistance Program" or "EAP" means the County-sponsored program to assist employees with a addressing a range of issues, including, but not limited to; stress, parent-child relations, single parenthood, alcohol abuse, drug abuse, concerns involving elderly, marital issues, divorce adjustment, legal issues, financial planning, budgeting, depression/anxiety and nutritional counseling.

(f) "Effective Date" means the entry date of the Political Subdivision into the EAP, on which date the employees of the Political Subdivision shall be entitled to participate in the EAP. This date may or may not coincide with the County's effective date of coverage (January 1<sup>st</sup>), but will always renew at the County's effective date of coverage (January 1<sup>st</sup>). Effective dates for Political Subdivisions will only have normal or short cycles (12 months or less).

(g) "Political subdivision" means any entity located in the County of Summit, Ohio that is authorized by the Ohio Revised Code to offer health insurance programs to its employees and to execute an inter-governmental agreement. The County retains sole determination as to whether a Political Subdivision will qualify to participate in the EAP.

2. Term and Termination.

3.1. Term. The term of this Agreement shall commence upon the Effective Date and terminate on December 31, 2010.

3.2 Early termination/penalties. The Political Subdivision may terminate this Agreement upon 90 days written notice to the County. If the Political Subdivision elects to terminate this Agreement prior to December 31, 2010, it shall pay the County on a pro-rata basis for the costs incurred by the County for each of the Political Subdivision's employees participating in the EAP up to the date of termination.

3.4 Termination by County. The County may terminate this Agreement and participation by the Political Subdivision in the EAP immediately upon written notice to the Political Subdivision for breach of any of the duties stated in Section 5. In the event

of termination of this Agreement by the County, the Political Subdivision shall be required to pay the County on a pro-rata basis for the costs incurred by the County for each of the Political Subdivision’s employees participating in the EAP up to the date of termination.

4. Services to be provided by County. The County shall provide the following services:

- Submit to EASE@Work on a quarterly basis the list of the employees supplied by the Political Subdivision.
- Pay EASE@Work on a quarterly basis for the EAP.

5. Duties and responsibilities of the Political Subdivision.

The Political Subdivision shall have the following duties and responsibilities:

- Offer the EAP to all of its full-time employees.
- If the Political Subdivision determines that it will offer the EAP to its part-time employees, it shall offer the EAP to all of its part-time employees.
- Supply the County on a quarterly basis (January 1, April 1, July 1 and October 1 of each year) with a list of employees, including the employee’s name, date of birth and job position/title.
- Pay the County the fees as set forth in Section 6.
- Determine internally when it is appropriate to refer and employee to EAP.
- Will be responsible for managing its own Employee Management referrals to the EAP.
- Will be responsible for communicating with its employees concerning the EAP benefits.

6. Fees. Political Subdivision shall pay to the County a fee of \$18.00 per year for each of its employees participating in the EAP, as follows:

Fee Schedule

January 1:	\$4.50 per employee
April 1:	\$4.50 per employee
July 1:	\$4.50 per employee
October 1:	\$4.50 per employee

The fee shall be submitted to the County with the list of employees participating in the EAP in the following quarter as required by Section 5.

7. Reports and Records.

7.1 Maintenance of Records and Reports.

The Political Subdivision must maintain and provide to County upon demand the following records and reports:

7.1.1. Accounting and fiscal records adequate to enable County or the State of Ohio or any duly-appointed agency to audit and administer this Agreement and the EAP; and

7.1.2 Other records and reports as required by the County to enable the County to comply with local, state and federal statutes and regulations.

7.2 Retention of Records. The Political Subdivision must maintain all records related to this Agreement for three years after the termination of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the Political Subdivision must retain the records until completion of the action and all issues that arise from it or until the end of the three-year period, whichever is later.

8. Equal Opportunity Employment/Non-Discrimination.

8.1 Equal Opportunity Employer. The Political Subdivision expressly represents that it is an Equal Employment Opportunity employer as defined in and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.

8.2 Non-Discrimination. The "Political Subdivision," its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, veteran status, sexual orientation or gender identity or disability, and shall comply with all federal, State of Ohio and County non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

9. General Terms and Conditions.

9.1 Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Summit County Court of Common Pleas.

9.2 Forum. The parties agree that the forum for any claim action arbitration, mediation, or litigation arising from this Agreement will be Summit County, Ohio. The parties agree that jurisdiction and venue for any matter involving any parties to this Agreement is proper in the Akron Municipal Court and/or the County of Summit Court of Common Pleas.

9.3 Assignment. Neither party may assign rights or delegate any obligations created by this Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld. Any assignment in violation of this Agreement is void. This Agreement must be binding upon the heirs, successors, legal

**EXHIBIT A**

10-076

representatives and permitted assigns of the parties.

9.4 Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

9.5 Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement must continue in full force and effect.

9.6 Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

9.7 Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

9.8 Notices. Every notice and demand required under the terms of this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address set forth below:

As to County:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As to the Political Subdivision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Article.

9.9 Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim must not constitute a waiver of any other right or claim. This Agreement may be extended to achieve additional goals of the County with the written consent of both parties.

9.10 Entire Agreement. This Agreement, including the Summary Plan Document and any guidelines issued by County as Plan Administrator, states the complete, final, and exclusive agreement of the parties concerning the subject hereof and supersedes all prior oral or written agreements, representations, promises, negotiations, and other communications between the parties. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Summary Plan Document, the terms and conditions of the Plan Document will prevail.

(End of text. Execution on the following page.)



**EXHIBIT A**

10-076

The parties hereunto have caused this EMPLOYEE ASSISTANCE PROGRAM PARTICIPATION AGREEMENT to be executed in triplicate on the day and year first above written.

**POLITICAL SUBDIVISION**  
**"POLITICAL SUBDIVISION"**

**COUNTY OF SUMMIT, OHIO**  
**"COUNTY"**

\_\_\_\_\_  
By:  
Title:  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Russell M. Pry  
Executive, County of Summit  
  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
By:  
Title:  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Richard L. Dobbins  
Director of Law  
  
Date: \_\_\_\_\_