

**FIRST AMENDMENT
TO
AGREEMENT FOR THE RENDERING OF AN
EMPLOYEE ASSISTANCE PROGRAM
TO
FLORIDA HOUSING FINANCE CORPORATION**

THIS FIRST AMENDMENT ("Amendment") is entered into effective as of May 1, 2015, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and EAP CONSULTANTS, LLC ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into the Agreement for the Rendering of an Employee Assistance Program, effective May 1, 2014, ("Contract") wherein Service Provider agreed to provide an employee assistance program. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. Florida Housing and Service Provider wish to amend the Contract, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as May 1, 2015. The above recitals are true and correct and form a part of this Amendment.
- 2. Amendment. Section 6.1. is hereby deleted in its entirety and replaced with the following:
 - 6.1. Company shall pay to EAPC a fee of \$2.81 per Covered Employee per month. Payment to EAPC is to be made monthly in advance and within fifteen (15) days of the date of EAPC's invoice.
- 3. General Terms and Conditions.
 - (a) This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

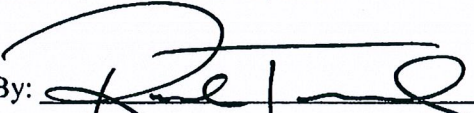
(c) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

(d) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

(e) Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT by a duly authorized representative, effective as of May 1, 2015.

EAP CONSULTANTS, LLC

By:  _____


Name: RICK YAWEEL

Title: President & CEO

Servicer Provider FID#: _____

Date: 3/25/15

FLORIDA HOUSING FINANCE CORPORATION

By:  _____
Stephen P. Auger, Executive Director

Date: 3/30/15

EAP CONSULTANTS, LLC

Agreement for the Rendering of an Employee Assistance Program To Florida Housing Finance Corporation

This Agreement is made by and between EAP Consultants, LLC, a limited liability company organized under the laws of the state of Delaware and located at 1850 Parkway Place, Suite 700, Marietta, GA 30067, (hereinafter referred to as "EAPC") and Florida Housing Finance Corporation, organized and existing in the State of Florida and having a mailing address of 227 N. Bronough Street, Suite 5000, Tallahassee, FL 32301. (Hereinafter referred to as "Company").

Effective the 1st day of May 2014, EAPC agrees to provide Company with an employee assistance program (EAP) for its approximately 120 employees and their dependent family members.

WHEREAS, EAPC is engaged in the business of providing employee assistance programs (hereinafter referred to as the "Program") to employer groups and shall maintain the staff and resources necessary to fulfill requirements of this Agreement;

WHEREAS, Company desires to retain EAPC to provide Company with an employee assistance program (hereinafter referred to as the "Program") for Company's employees and their dependent family members.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the value and receipt of which is acknowledged, the parties hereto hereby agree as follows:

ARTICLE I RIGHTS AND OBLIGATIONS OF COMPANY

- 1.1. On or before the fifteenth (15th) day of each month, the Company shall provide EAPC with a current and up-to-date list of all persons entitled to use the Program (the "Covered Employees"). This list shall contain First Name, Last Name, and Date of Birth and it shall be provided to EAPC electronically via email in an excel format to the following address: roster@eapconsultants.com.
- 1.2. Company agrees to pay EAPC for the Program as set forth in Article 6.1 hereof.

ARTICLE II THE PROGRAM

- 2.1. The Program shall be limited to the following services for Covered Employees (and their dependents and supervisors):

- a. Telephonic access to mental health counselors, twenty four (24) hours per day, seven (7) days per week
- b. Covered Employees and each of their dependents are eligible for up to six (6) EAP sessions per family member, per problem, per agreement year. Dependent is defined as spouse, unmarried children under the age of nineteen (19), and children aged nineteen (19) to twenty three (23) enrolled as full time students and primarily dependent on the Covered Employee for support. A session is defined as a telephonic consultation with a mental health counselor lasting thirty (30) minutes or longer, an in-person consultation with a mental health counselor, a consultation regarding childcare, eldercare, adoption, pet care or academic resources, a consultation with an attorney and a consultation with a financial advisor. Telephone intakes and information calls regarding EAP services are **not** sessions.
- c. Access to properly trained and qualified counselors located within reasonable proximity to the Company's work sites. The services afforded by such counselors shall be limited to include face-to-face assessment, short term counseling, referral for work related difficulties, substance abuse counseling, marriage and family issues counseling, emotional and psychological problems counseling, and counseling related to other personal concerns that could affect job performance.
- d. Telephonic childcare referrals.
- e. Telephonic adoption resources.
- f. Telephonic elder care referrals.
- g. Legal consultation and assistance provided by attorneys, face-to-face or via telephone. All areas of law, except labor and employment law are covered. Each consultation limited to one half hour per topic. Simple wills prepared at no cost. Legal fees for legal work performed in addition to the aforementioned services and performed by the participating attorney shall be afforded a twenty five percent (25%) discount off the attorney's standard hourly rate.
- h. Telephonic financial consultation regarding debt matters, investment options, money management, and retirement planning.
- i. On-line information and resources for legal/financial, behavioral health, wellness, and ID theft.
- j. Pet services to include customized listings of breeders and groomers, walkers and sitters, kennels, veterinarians, and pet publications.
- k. Academic resources that include tutors, college planning guidebooks, and profiles of military schools, boarding schools, and colleges & universities.
- l. On-line behavioral health library, stress management program, smoking cessation, information and resources, and depression screening.
- m. The monitoring of progress in EAP and treatment for up to two years, when employee is referred by management for job/substance abuse problems, by maintaining contact with the Covered Employee, treatment providers and the employer, if appropriate.
- n. Case management that includes referring Covered Employee to referral resources, when needed.
- o. Unlimited phone consultation with supervisors and managers regarding issues relating to employee job performance, attendance and conduct problems, drug-free workplace, sexual harassment, workplace violence, and conflict resolution.
- p. Quarterly EAP utilization and quality assurance reports.
- q. Supervisory guidebooks available by email and from EAPC's website.
- r. Critical incident stress debriefings conducted at Employer's worksite to provide assistance following traumatic incidents.
- s. HELPNET, an online EAP, Work/Life, Wellness and Training resource.

- 2.2. Company shall be provided with the following promotional materials concerning the Program: EAP brochures and wallet cards for all Covered Employees, one (1) poster per fifty (50) employees each quarter, one (1) copy of employee newsletter emailed each quarter, one copy of Frontline Supervisor emailed each month, online EAP Employee Orientation available through EAPC's website. Additional promotional materials, such as magnets and educational pamphlets, will be available for an additional fee.
- 2.3. An EAP employee orientation and supervisor training is available from our website at no additional cost to Company. On-site and webinar trainings for employee orientations, supervisory training, seminars or drug-free workplace training will be available at Two Hundred dollars (\$200) per hour which includes trainer's travel time. Local trainers are used whenever available. Training cancelled within 48 hours of scheduled date will be invoiced in full.
- 2.4. EAPC may withhold any and all of the services and materials described in Articles 2.1, 2.2 and 2.3 above if any compensation due to EAPC by Company has not been received by EAPC.

ARTICLE III CONFIDENTIALITY OF INFORMATION

Confidentiality of Client Information:

- 3.1. EAPC agrees to protect and maintain the confidentiality of all Covered Employees' personal information and the identity of Covered Employees seeking assistance through the Program in accordance with all Federal and State laws and regulations.

Confidentiality of Proprietary Information:

- 3.2. Confidential information shall mean all information, documents, software, present and future products and policies disclosed by either party to the other during the term of this Agreement which are required to be confidential under any applicable law or regulation or by agreement of the parties, or which are treated by the party as confidential (whether or not such information is marked "Confidential"), together with any analysis or other documents prepared by either party. Confidential information shall not include a) information which is readily available in the public domain, or b) information that has been made available by third parties who are not bound by any obligation of confidentiality. The parties acknowledge and agree that the confidential information is proprietary to, and a valuable trade secret of, the disclosing party, and that any disclosure or unauthorized use thereof will cause irreparable harm to the disclosing party.

ARTICLE IV INDEMNIFICATION

- 4.1. Company agrees to indemnify, defend and hold harmless EAPC, its officers, agents and employees from any claims, damages and actions of any kind or nature that may be brought against EAPC whether at law or in equity arising from or caused by any acts or omissions of Company, and including without limitation EAPC's withholding of the Program services as a result of Company's failure to pay for same.

- 4.2. EAPC agrees to indemnify, defend and hold harmless the Company, its officers, agents and employees from any claims, damages and actions of any kind or nature that may be brought against the Company whether at law or in equity arising from or caused by any acts or omissions related to the services provided by EAPC under this agreement. Nothing contained herein shall be deemed to excuse or relieve the Company from any liability resulting from the sole negligence or willful misconduct of the Company, its agents or employees.

ARTICLE V RELATIONSHIP

- 5.1. This Agreement and the transactions entered into pursuant hereto shall not create between EAPC and Company a relationship of agency, legal representation, joint venture, partnership or employment and the parties agree that they are not in any way authorized to make any contract, agreement, warranty, or representation or to create any obligation express or implied on behalf of the other party.

ARTICLE VI TERMS

- 6.1. Company shall pay to EAPC a fee of \$2.55 per Covered Employee per month. Payment to EAPC is to be made monthly in advance and within fifteen (15) days of the date of EAPC's invoice.
- 6.2. EAPC's invoices will be based on the number of Covered Employees provided to EAPC by Company in accordance with Article 1.1, and same may be revised from time to time based on the actual number of Covered Employees within the applicable billing period.
- 6.3. The term of the Agreement shall commence on the Effective Date and shall continue for a period of two (2) years, at which time it shall automatically renew for additional one year successive terms.
- 6.4. Either party hereto may terminate this Agreement for any reason whatsoever by providing the other party with a ninety (90) day written notice. Such notice shall be provided to the other party at the address stated hereinabove and shall be provided by First Class U.S. Mail. Notwithstanding the foregoing, in the event of nonpayment of any amounts due hereunder, EAPC shall have the right to terminate this Agreement upon 10 days prior written notice.

ARTICLE VII MISCELLANEOUS PROVISIONS

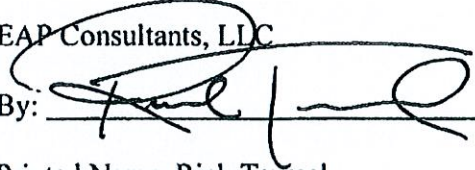
- 7.1. Except as otherwise provided in Article 5.1, no assignment of this Agreement or any rights hereunder shall be binding on either party hereto without the prior written consent of the other party hereto.

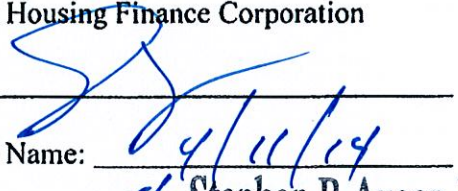
- 7.2. EAPC shall maintain at all times professional liability insurance.
- 7.3. The waiver by a party hereto of any duty or breach of any covenant given herein shall not operate as or be construed as a continuing waiver or a waiver of any subsequent breach or duty, and shall not estop a party from asserting or exercising any rights respecting any continuing, other, or subsequent duty or breach.
- 7.4. This Agreement may be modified, supplemented, amended or revised only in writing by the mutual agreement of all parties hereto.
- 7.5. This Agreement supersedes all previous Agreements and understandings, written or oral, between the parties as to the subject matter hereof.
- 7.6. All provisions, paragraphs, sentences, phrases, words and numerals shall be deemed severable, and if any provision, paragraph, sentence, clause, word or numeral, or the application thereof may be invalidated, such invalidity shall not affect the validity of the remainder of this Agreement, and the application of such provision, paragraph, sentence, clause, words or numeral in any other circumstances shall not be affected thereby.
- 7.7. The parties stipulate that this Agreement is made and entered into, and shall be governed by and construed by the laws of the state of Delaware.

ARTICLE VIII ARBITRATION

- 8.1. All disputes between Company and EAPC upon which an amicable understanding cannot be reached are to be decided by arbitration. Any arbitration hereunder shall be conducted in Atlanta, Georgia, and shall be conducted by three (3) arbitrators. One of the arbitrators shall be appointed by Company, one by EAPC, and the third shall be selected by the first two appointees prior to the beginning of arbitration. Should the two arbitrators be unable to agree upon the choice of a third, the appointment shall be left to the President or any Vice President of the American Arbitration Association. The arbitrators are empowered to decide all questions or issues and shall be free to reach their decision in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. They shall decide by a majority of votes and there will be no right of appeal from their written decision. Company and EAPC shall bear the expense of their respective arbitrator and shall share equally the expenses of the third arbitrator and of the arbitration.

In Witness Whereof, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers. This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes all prior or contemporaneous agreements and understandings with respect thereto, whether written or oral, and cannot be modified or amended except by a written instrument signed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, scanned, or facsimile signature.

EAP Consultants, LLC
By: 
Printed Name: Rick Taweel
Date: 3/27/14
Tax ID Number: 58-1924071

Florida Housing Finance Corporation
By: 
Printed Name: Stephen P. Auger
Date: 4/11/14
Stephen P. Auger, Executive Director