



# Counseling Remittance Services Agreement

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## 1. Eligibility and Requirements

Geneva Counseling and Wellbeing provides access to confidential counseling and coaching sessions through the Full Strength Network (FSN). Choose from hundreds of Christian Counselors with the Global Counseling Network (GCN). Detailed below are the employee eligibility and employer requirements. **Please read through both and insert the total number of eligible full-time employees who are participating in Geneva Counseling and Wellbeing.**

### Employee Eligibility:

- Must work for a PCA Church or Church Related Organization
- Must work at least 30 hours per week for their employer.
- If Non-ordained staff - Must work for a church or a ministry of a church. Non-ordained staff of para-church organizations are not eligible at this time.
- Must reside in a state within the United States of America.

### Employer Requirements:

- Organizations must commit to paying for membership for the earlier of 12 months or the employee's termination month.
- Organizations must agree to remit payments for membership of their enrolled staff.
- Organizations must participate in another non-voluntary, Geneva sponsored insurance plan (Life, LTD, Dental, or Vision) in addition to the Counseling & Wellbeing Plan.
- Organizations must execute a Counseling Remittance Service Agreement, which is this document.
- Payments for membership dues should be provided through employee payroll deduction on an after-tax basis.

Total number of eligible full-time employees participating in Geneva Counseling and Wellbeing	
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## 2. Enrollment Process

Initiating Geneva Counseling through the Full Strength Network is a three-step process and involves three different organizations: Geneva Benefits Group, the Full Strength Network, and a counselor.

- I. **Geneva Benefits Group:** We require a completed Counseling Remittance Service Agreement from each church/organization and an enrollment form for each employee who will initiate a membership in this well-being benefit. We send requests for membership in the first week of every month for requests received by the end of the previous month.
- II. **Full Strength Network (FSN):** FSN administers and maintains the counseling/well-being membership. Within the first two weeks of each month, a welcome email will be sent and it will request creation of a membership account. Upon completion, another email will be generated from an FSN Care Advocate. The FSN Care advocate will work with the member to refer them to a counselor or counseling group.
- III. **Counselor:** In most cases, enrolled employees are referred to the Global Counseling Network (GCN), a Christian Counseling Agency with counselors who are trained, developed, and genuinely care for their clients. Many of their counselors have ties to the PCA. Alternatively, enrolled employees can select a caregiver other than GCN, who may be a better fit for their needs. Once assigned to GCN or alternative counselor, there is also an intake process that needs to be completed before counseling can begin.

Timing: The length of time between Geneva's processing of forms and connections with a counselor depends on a number of factors. Some requests have taken as little as two weeks, but other have taken significantly longer.

## 3. Remittance Service Agreement

This Counseling Remittance Services Agreement (the "Agreement"), effective as of the date below, is entered into between the Church or Church Related Organization listed below and Geneva Benefits Group, Inc. ("Geneva").

Organization Name	Date
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WHEREAS, certain employees of Church or Church Related Organization have elected to participate in the Full Strength Membership Network Program (the "Program"), which is a subscription program offering wellbeing, leadership, training, and other resources for pastors and ministry leaders; and

WHEREAS, Church or Church Related Organization employees who participate in the Program ("Member Employees") pay membership dues for the Program on an after-tax basis; and

WHEREAS, Church or Church Related Organization has agreed to collect Program membership dues from compensation payable by Church or Church Related Organization to Member Employees and remit such amounts to Geneva; and<sup>1</sup>

WHEREAS, Geneva has agreed to remit such amounts to Full Strength Ministries, Inc. ("Full Strength Ministries") pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for such other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Geneva and Church or Church Related Organization agree as follows:

I. Status of the Agreement

- a. Church or Church Related Organization has not established and does not maintain, sponsor, or pay for the Program. Church or Church Related Organization's sole involvement with the Member Employees' participation in the Program is the collection of membership dues and remittance of those amounts to Geneva. The Program is not an employee benefit plan or program of Church or Church Related Organization.
- b. Geneva has not established and does not maintain, sponsor, or pay for the Program. Geneva's sole involvement with the Member Employees' participation in the Program is the receipt of membership dues from Church or Church Related Organization and remittance of those amounts to Full Strength Ministries. The Program is not an employee benefit plan or program of Geneva.
- c. Neither Church or Church Related Organization nor Geneva has any control, responsibility, oversight, or other duties with respect to the operation of the Program.

II. Services.

- a. Geneva will provide the following services (the "Services") to Church, contingent on Church or Church Related Organization's satisfaction of its responsibilities described herein:
  - i. Geneva will receive funds from Church or Church Related Organization that Church or Church Related Organization has identified as payment for the Program to be provided by Full Strength Ministries. Church or Church Related Organization will remit such funds in the manner agreed to by the parties by the due date described on the applicable invoice or otherwise established by Geneva. Church or Church Related Organization will provide sufficient information to Geneva regarding the Member Employees and the applicable dues amount so that Geneva can communicate to Full Strength Ministries the Member Employees for whom dues are being paid.
  - ii. Geneva will remit the amounts received from Church or Church Related Organization and any corresponding Member Employee information to Full Strength Ministries on a monthly basis by the applicable due date, provided that Geneva has received the funds and Member Employee information from Church or Church Related Organization in accordance with the terms of Section 2.a.i.
  - iii. Geneva will have no responsibility or liability for termination of Program services because of Church or Church Related Organization's failure to timely remit funds or provide information pursuant to the terms of this Agreement. Geneva is not required to advance any amounts on behalf of Church or Church Related Organization.
- b. Funds received by Geneva from Church or Church Related Organization will not be held in trust prior to remittance to Full Strength Ministries and may be commingled with other Geneva funds.
- c. Church or Church Related Organization is not required to pay Geneva any fees related to the Services. Geneva is entitled to keep any interest or dividends that may be earned on amounts held by Geneva prior to remittance to Full Strength Ministries. Any and all taxes, licenses, and fees that may be levied with respect to the Services by any federal, state, or local authority are the sole responsibility of Church or Church Related Organization.
- d. Church or Church Related Organization will not provide to Geneva any information that would constitute "protected health information" as such term is defined for purposes of the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").
- e. Geneva is entitled to rely on the information provided by Church or Church Related Organization and has no duty to question any information provided by Church or Church Related Organization.
- f. No action or communication by Geneva pursuant to this Agreement is to be construed as legal, accounting, investment or tax advice to Church or Church Related Organization. Church or Church Related Organization will consult with and rely on the advice of its legal, accounting, investment, tax and other advisors for such advice and counsel as it deems necessary.

III. Term and Termination. This Agreement is effective on the Effective Date and will continue until terminated as described in the following sentence. Either party may terminate this Agreement upon 30 days prior written notice (unless another time frame is mutually agreed) to the other party.

IV. Indemnity. Church or Church Related Organization agrees to release, defend, indemnify and hold harmless Geneva and its directors, officers, employees, agents, affiliates, and successors against any and all claims, losses, damages, liabilities, obligations, costs, fees, charges and other expenses, including reasonable attorneys' fees and costs, arising out of or relating to Geneva's provision of the Services, except to the extent such claim results from Geneva's gross negligence or willful misconduct under, or breach of the terms of, this Agreement. This Section 4 will survive termination of this Agreement.

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<sup>1</sup> Note to Church or Church Related Organization: All payments for Full Strength Membership Network Program membership dues should be provided for through employee payroll deduction on an after-tax basis. Church or Church Related Organization should not pay membership dues directly.

V. Miscellaneous.

- a. This Agreement may not be modified or amended except by a written instrument executed by Church or Church Related Organization and Geneva.
- b. Wherever under this Agreement one party is required or permitted to give notice to the other party, such notice shall be in writing and may be delivered personally, sent by nationally recognized express courier, sent by certified U.S. mail, or delivered via electronic mail. Notice shall not be by facsimile. Notice will be deemed given on the date of receipt. The address for notice shall be as follows:

Organization Name			Geneva Benefits Group Attn: Benefit Advisor Team 1700 North Brown Rd, STE 106 Lawrenceville, GA 30043 Email: benefits@genevabenefits.org
Attn:			
Address			
City	State	Zip	
Email:			

Either party may change its address and email for notice in accordance with these notice provisions or in such other manner as may be agreed by the parties.

- c. The parties to this Agreement do not intend to create any rights in third parties and agree that there are no third-party beneficiaries of this Agreement.
- d. EXCEPT FOR INDEMNIFICATION PROVIDED PURSUANT TO SECTION 4, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e. Geneva will be excused from performance under this Agreement for any period and to the extent performance would be prohibited by, or violate, any law, rule or regulation or any order of any court or other government authority, or is prevented, in whole or in part, as a result of delays caused by Church or Church Related Organization or an act of God including but not limited to a weather related event; actual or threatened terrorist act; war; civil disturbance; quarantine; epidemic; labor dispute; third-party nonperformance; or other cause beyond its reasonable control, including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment; and such nonperformance will not be a breach hereunder.
- f. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without reference to the conflicts of laws principles thereof. Venue for any dispute arising from this Agreement will be in Gwinnett County, Georgia unless otherwise agreed to by both parties.
- g. This Agreement will be binding on the parties and their respective successors and assigns. No party may assign this Agreement without the prior written consent of the other party.
- h. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- i. This Agreement, as it may be amended from time to time in accordance with its terms, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, Church or Church Related Organization and Geneva have caused this Agreement to be effective as of the date first written above.

Organization Name	Geneva Benefits Group, Inc.
Signature	Signature
Date	Date
Name	Name Mark S. Melendez
Title	Title Director of Benefit Services