

AGREEMENT FOR AN EMPLOYEE ASSISTANCE PROGRAM

This EMPLOYEE ASSISTANCE PROGRAM AGREEMENT is effective on January 1, 2019, by and between MaxWell EAP with its principal office at 3231 Circle Drive, Hopkinsville, Kentucky 42240 and Lexington-Fayette Urban County Government, hereinafter LFUCG, with its principal mailing address at 200 East Main Street, Lexington, Kentucky 40507.

WHEREAS, the parties wish to enter into an Agreement under which MaxWell EAP will administer a program and provide certain services to assist LFUCG's employees and their dependents, to be called the Employee Assistance Program (EAP).

General Provisions

MaxWell EAP will provide the following services to employees and their immediate family members (hereinafter "Participants") of LFUCG who request such services independently or have been referred to the EAP by LFUCG.

1. Upon request of a Participant, MaxWell EAP will provide each Participant with up to eight (8) sessions per episode. The purpose of the sessions will be, (a) to conduct an assessment of the Participant's problems, (b) to provide necessary counseling services when indicated, (c) to refer the Participant to one or more resources for counseling or treatment, if appropriate and (d) to provide follow-up and case management when Participants are referred to other resources. MaxWell EAP will have personnel on call 24 hours per day 7 days per week for emergencies. Non-emergency services will be available during normal business hours and sessions will be conducted by appointment at MaxWell EAP's Network Provider's place of business.

2. MaxWell EAP will be available to conduct general orientation sessions for all employees of LFUCG. The orientation is designed to acquaint employees with the services of MaxWell EAP and instruct employees on how to obtain access to services.

3. MaxWell EAP will be available to conduct supervisor training sessions for LFUCG's managers to instruct them on identifying employees needing referral assistance to the EAP.

4. MaxWell EAP will provide LFUCG with initial promotional and educational materials advertising the services available to employees and their families. Throughout the term of this Agreement MaxWell EAP will continuously provide new promotional materials electronically on a monthly basis for LFUCG to distribute to employees.

5. MaxWell EAP will provide LFUCG with quarterly statistical reports detailing usage of services. The reports will not contain any information enabling LFUCG to identify particular Participants. Specific incidents revealed by Participants will not be disclosed in these reports, but it will not be a breach of confidentiality if statistics identify general categories of Participant problems triggering use of services.

6. MaxWell EAP will provide LFUCG's participants access to financial and legal consultation services.

7. MaxWell EAP will, at the request of LFUCG, be available to conduct Critical Incident Stress Debriefings (CISD's) in the event a critical incident occurs at the rate of One Hundred Dollars (\$100.00) per hour per counselor.

8. MaxWell EAP will provide LFUCG's Participants with full worklife services, accessible by telephone or online through "live chat" where assistance will be provided by a worklife specialist. Participants will have full access to MaxWell EAP's worklife web services.

MaxWell EAP will perform the above-described services diligently and in a manner consistent with the standards customarily applicable to those providing similar services.

CONFIDENTIALITY

Except as specifically permitted by this Agreement or as required by law, MaxWell EAP will keep confidential, not disclose to any third party, and not use any information or data acquired under this Agreement and relating in any manner to or disclosed by LFUCG or any Participant. MaxWell EAP will impose this confidentiality requirement on its employees, agents, and independent contractors that come in contact with confidential information under this Agreement. The obligations set forth in this section will survive the termination or expiration of this Agreement.

INDEPENDENT CONTRACTOR

In performing this Agreement, MaxWell EAP will act at all times as an independent contractor. Nothing contained herein will be construed or applied so as to create the relationship of principal and agent between LFUCG and MaxWell EAP. Neither party will make any commitment or incur any charge or expense in the name of the other party.

REPRESENTATIVES AND NOTICE

All payments and notices may be made by mail and will be effective upon posting if sent by prepaid United States mail. Until notified otherwise in writing by LFUCG, MaxWell EAP will direct such communications to:

Lisa Beckett (as first contact), or Frances Short
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
Phone: (859) 258-3030
Email: lbeckett@lexingtonky.gov or fshort@lexingtonky.gov
Fax: (859) 258-3059

Until notified otherwise in writing by MaxWell EAP, LFUCG will direct all communications relating to this Agreement to the following address:

Billie Greer, Owner
MaxWell EAP
3231 Circle Drive
Hopkinsville, KY 42240
Phone: (270) 305-6446
Email: bgreer@maxwelleap.com
Fax: 844-361-9971

TERM

Unless terminated as provided herein, the initial term of this Agreement will be for three (3) years and will commence on January 1, 2019. This agreement is to be in effect until December 31, 2022 with the possibility of three (3) one (1) year extensions.

TERMINATION

MaxWell EAP and LFUCG agree either party may terminate this agreement for any reason at any time during the contract term by giving the other party written notice no less than thirty (30) days in advance of termination.

FEES

LFUCG shall pay MaxWell EAP a fee Four Thousand, Six Hundred Dollars (\$4,600.00) per month for services to be performed pursuant to this Agreement. Fee-For-Service Pricing for select products as agreed upon by both parties is as follows:

Fee-For-Service Pricing:

Product/Service	Fee
CISD	\$100.00 per hour per onsite counselor
Fitness-For-Duty Evaluations	\$380.00 per hour
Customized Onsite Trainings: -Personal and/or Professional Development -People Management -Legal/Financial Matters -Stress/Life Balance -Emotional Health and Wellness	First six (6) hours free of charge each contract year. \$80.00 per hour per trainer thereafter.
Attendance at Health/Benefit Fairs	No Charge
SAP Evaluations	\$500.00 per Evaluation

Fees will be invoiced quarterly and will be paid no later than the last day of the first month of such quarter.

Parties agree that after 365 days, prices may be subject to revision and such change shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. Requests for price changes shall be received in writing twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective.

ASSIGNMENT

LFUCG will not assign any or all of its rights under this Agreement without the prior written consent of MaxWell EAP. This Agreement will not be assigned or subcontracted in whole or in part by MaxWell EAP without the prior written consent of LFUCG.

ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties with respect to the subject matter hereof; it will not be modified except in writing signed by both parties. This Agreement will be construed in accordance with the laws of the State of Kentucky.

MaxWell EAP

Lexington-Fayette Urban County Government

By: Billie Greer

By: Jim Gray

Printed Name: Billie Greer

Printed Name: Jim Gray

Title: Owner

Title: Mayor

Date: 11-07-18

Date: 4-Dec-2018