

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

THIS EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT ("Agreement"), is made and entered into **this 1st day of January, 2013** (the "Effective Date"), by and between Lexington-Fayette Urban County Government ("LFUCG") ("EMPLOYER" or "OWNER"); and Access Wellness Group, Inc. ("CONTRACTOR"), a corporation organized under the laws of the Commonwealth of Kentucky ("ACCESS WELLNESS GROUP, INC.").

RECITALS:

A. ACCESS WELLNESS GROUP, INC. is a network of mental health facilities and professionals in the business of providing, or arranging for the provision of, a wide range of mental health and substance abuse services, including services to Employee Assistance Programs.

B. EMPLOYER sponsors an Employee Assistance Program to provide certain mental health and substance abuse services to its employees.

C. EMPLOYER desires to engage ACCESS WELLNESS GROUP, INC., and ACCESS WELLNESS GROUP, INC. is willing to be engaged, to provide services to and under EMPLOYER'S Employee Assistance Program on the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein contained and other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

1. Definitions.

- a. **Client(s)** means individuals employed by EMPLOYER and qualified to participate in the Employee Assistance Program, their eligible spouses and dependents as defined in the plan documents of the Employee Assistance Program.
- b. **Covered Services** means, notwithstanding any other definition in the plan documents of the Employee Assistance Program, the services set forth at Attachment A, attached hereto and incorporated herein by reference. If services not listed on Attachment A are covered by the Employee Assistance Program, ACCESS WELLNESS GROUP, INC. shall not be responsible for delivering such services absent a separate agreement with the EMPLOYER. "Covered Services" does not include any service covered under any other insurance policy or employee benefit plan sponsored by EMPLOYER and applicable to a particular Client.
- c. **Employee Assistance Program** means a program sponsored and administered by EMPLOYER for the benefit of Clients for the provision of certain counseling and

preventive mental health and substance abuse services to Clients. "Employee Assistance Program" does not include, and this Agreement is inapplicable to, any service covered under any other insurance policy or employee benefit plan sponsored by EMPLOYER and applicable to a particular Client.

- d. **Self-Referral** means a referral of a Client to ACCESS WELLNESS GROUP, INC. for Covered Services which is not directed by the EMPLOYER as a condition of continued employment of the Client.
- e. **Mandatory Referral** means a referral of a Client to ACCESS WELLNESS GROUP, INC. for Covered Services which is directed by the EMPLOYER as a condition of continued employment of the Client.
- f. **ACCESS WELLNESS GROUP, INC. Facility** means an institution rendering Covered Services that is operated by ACCESS WELLNESS GROUP, INC. or provides such services to Clients under contract with ACCESS WELLNESS GROUP, INC.
- g. **ACCESS WELLNESS GROUP, INC. Therapist** means a licensed or certified psychiatrist or psychologist, licensed clinical social worker, certified clinical nurse specialist, a certified alcoholism counselor, or a licensed marriage and family therapist, or other licensed or certified behavioral health professional who is employed by or has contracted with ACCESS WELLNESS GROUP, INC. to provide Covered Services to Clients.

2. **Obligations of ACCESS WELLNESS GROUP, INC.**

- a. **Provision of Services.** ACCESS WELLNESS GROUP, INC. shall provide, or arrange for the provision of, Covered Services to Clients during the term of this Agreement.
- b. **Staffing and Appointments.** ACCESS WELLNESS GROUP, INC. shall employ or contract with a sufficient number of ACCESS WELLNESS GROUP, INC. Therapists and ACCESS WELLNESS GROUP, INC. Facilities so that Covered Services are reasonably available and accessible to Clients. Scheduling of appointments and services for Clients shall be done in a timely manner. To the extent required to perform Covered Services, ACCESS WELLNESS GROUP, INC. Therapists will maintain weekly appointment hours which are sufficient and convenient to serve Clients.
- c. **Client Education.** ACCESS WELLNESS GROUP, INC. shall assist EMPLOYER with written materials, methods of communication and training that will inform Clients and supervisors about procedures for referring or contacting ACCESS WELLNESS GROUP, INC. for Covered Services.

- d. **Non-discrimination.** ACCESS WELLNESS GROUP, INC. Therapists and ACCESS WELLNESS GROUP, INC. Facilities shall not differentiate or discriminate in the treatment of Clients or in the quality of services delivered to Clients on the basis of race, color, creed, national origin, ancestry, religion, sex, marital status, age, disability, payment source, state of health, need for health services, sexual orientation, or place of residence or any other basis prohibited by law. All duties performed hereunder shall be consistent with the proper conduct of the ACCESS WELLNESS GROUP, INC. Facility and in accordance with customary rules and ethics and conduct of the applicable state, professional or industry licensure, accreditation and certification boards and agencies.
- e. **Utilization Data and Quality Assurance.** Services provided by ACCESS WELLNESS GROUP, INC. hereunder shall be subject to ACCESS WELLNESS GROUP, INC.'S usual internal quality assurance review procedures. ACCESS WELLNESS GROUP, INC. agrees to provide EMPLOYER with utilization data on a quarterly basis. Utilization data may include utilization frequency of various services, referral statistics, and Client satisfaction data. To preserve Client confidentiality, all utilization data shall be statistical and anonymous.
- f. **Reimbursement for Covered Services.** ACCESS WELLNESS GROUP, INC. shall accept as payment in full, for all Covered Services that it provides, the compensation specified in Section 3.d herein. ACCESS WELLNESS GROUP, INC. agrees that it shall not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Client, for Covered Services provided pursuant to this Agreement, except for any co-payment or deductible required by the Employee Assistance Program.
- g. **Administrative Services.** ACCESS WELLNESS GROUP, INC. shall be responsible for administrative services which are related to the delivery of Covered Services and the other responsibilities of ACCESS WELLNESS GROUP, INC. hereunder. ACCESS WELLNESS GROUP, INC. shall not be responsible for determination of eligibility or coverage with respect to Clients or services and shall not be responsible for processing or payment of claims for services not performed by ACCESS WELLNESS GROUP, INC. or ACCESS WELLNESS GROUP, INC. Facilities or ACCESS WELLNESS GROUP, INC. Therapists under this Agreement. In no event shall ACCESS WELLNESS GROUP, INC. be deemed to be the administrator of, or a fiduciary with respect to, the Employee Assistance Program or any other employee benefit plan of the EMPLOYER.
- h. **Records and Reports.** ACCESS WELLNESS GROUP, INC., ACCESS WELLNESS GROUP, INC. Facilities, and ACCESS WELLNESS GROUP, INC. Therapists shall maintain adequate medical records relating to the provision of Covered Services, administrative information and such other information and records in such form and containing such information as are required by applicable law and good medical practice. Further, ACCESS WELLNESS GROUP, INC. agrees that EMPLOYER and, if required, authorized state and federal agencies shall have access

(including the right to receive copies of such records at no charge to EMPLOYER or Client) to the patient, billing and financial records of ACCESS WELLNESS GROUP, INC. related to the health care services or supplies provided to Clients as may be necessary for compliance with state and federal law; provided that access to confidential treatment records to Clients will be provided only as permitted by applicable law and regulations.

- i. **Provider Network.** All ACCESS WELLNESS GROUP, INC. Therapists shall be duly licensed or certified and have training and experience in the field in which they provide services to Clients. All ACCESS WELLNESS GROUP, INC. Facilities shall have appropriate licensure and/or applicable accreditation. ACCESS WELLNESS GROUP, INC. shall, upon request, provide EMPLOYER with a list of all ACCESS WELLNESS GROUP, INC. Therapists and ACCESS WELLNESS GROUP, INC. Facilities pertinent to the provision of Covered Services and shall update such list as changes occur. Except for those therapists employed by ACCESS WELLNESS GROUP, INC. and those facilities operated by ACCESS WELLNESS GROUP, INC., ACCESS WELLNESS GROUP, INC. Therapists are independent contractors and ACCESS WELLNESS GROUP, INC. has no right or authority to control the means or methods by which they practice their professions or deliver services under this Agreement.
- j. **Licenses.** ACCESS WELLNESS GROUP, INC. represents and warrants that it has all governmental approvals and licenses to provide or arrange for the services required by this Agreement.
- k. **Insurance.** ACCESS WELLNESS GROUP, INC., at its sole cost and expense, shall procure and maintain such policies of general liability and professional liability insurance and/or other insurance as shall be reasonably necessary to insure ACCESS WELLNESS GROUP, INC., its employees and agents against any claim for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with performance of its obligations hereunder; the use or maintenance of any property, facility, or equipment by or under the direction and control of ACCESS WELLNESS GROUP, INC.; or the activities performed by ACCESS WELLNESS GROUP, INC. in connection with this Agreement. Evidence of the above-mentioned insurance policies shall be delivered to EMPLOYER upon request.
- l. **Confidentiality of Medical Records.** Treatment and medical records of Clients shall be confidential in accordance with all applicable federal and state laws and regulations.
- m. **Employee Provider Preference.** When practicable and appropriate, ACCESS WELLNESS GROUP, INC. shall make all reasonable efforts to accommodate Client preferences regarding provider diversity. ACCESS WELLNESS GROUP, INC. shall determine the appropriateness and reasonability of any requests.

3. Obligations of EMPLOYER

- a. **Identification of Clients.** ACCESS WELLNESS GROUP, INC. may request from each Client a proper form of identification, with such form of identification being used by ACCESS WELLNESS GROUP, INC. only to identify the Client.
 - i. **Mandatory Referrals.** Mandatory referrals shall be in writing from the EMPLOYER and identify the employee to be served and the nature of specific workplace behaviors to be addressed. Appropriate HIPAA release of information authorizations will be requested from the referred employee that will permit ACCESS WELLNESS GROUP, INC. to report specifically selected information, such as compliance, to the EMPLOYER.
 - ii. **Self-Referrals.** Clients may also present themselves directly to the ACCESS WELLNESS GROUP, INC. office for Covered Services, in which case ACCESS WELLNESS GROUP, INC. will treat the individual as a Self-Referral. Records of treatment of Clients who self-refer are confidential and may not be disclosed to the EMPLOYER without the consent of the Client.
 - iii. **Dependent Coverage.** EMPLOYER shall provide ACCESS WELLNESS GROUP, INC. in writing with the categories of dependents of employees who are eligible Clients under this Agreement.
- b. **Client Education.** EMPLOYER shall communicate the terms and procedures of the Employee Assistance Program, including referral procedures, to Clients and supervisors and will provide information to Clients to assist in accessing services appropriately.
- c. **Administrative Support.** EMPLOYER shall provide all necessary administrative support to furnish ACCESS WELLNESS GROUP, INC. with relevant company personnel policies and procedures, complete referral forms when necessary and supply any other relevant documents as appropriate to the situation and to the requirements of confidentiality.
- d. **Compensation.** EMPLOYER shall pay to ACCESS WELLNESS GROUP, INC. the compensation set forth in and in accordance with Attachment A, or in any addendum thereto, monthly within thirty (30) days following receipt of an invoice. However, if EMPLOYER believes that an invoice is in error or is otherwise inaccurate, EMPLOYER may contest the invoice to ACCESS WELLNESS GROUP, INC. before the expiration of the thirty (30) day period and shall provide the basis for its contest of the invoice. If ACCESS WELLNESS GROUP, INC. is paid on a per employee per month basis, then compensation shall be based on the number of full and part time employees eligible to receive Covered Services during each calendar

month during the term of this Agreement. The number of employees shall be adjusted quarterly to reflect changes, with compensation adjusted prospectively for the following quarter.

4. Term and Termination

- a. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect through **December 31, 2013**. Thereafter, the Agreement shall remain in effect with the provisions stated in the next section Termination With or Without Cause.
- b. **Termination With or Without Cause.** This Agreement may be terminated without cause at any time during the term hereof upon thirty (30) days prior written notice to the other party. This Agreement may be terminated with cause for failure of either party to comply with the provisions of this Agreement, provided that the offending party shall be given the opportunity to cure the failure to comply within 30 days after written notice is received from the other party. Termination, however, shall be effective on the last day of the month in which the applicable notice period expires. Termination shall not relieve EMPLOYER of any obligation to pay for services rendered prior to the effective date of Termination. Annual compensation shall be prorated in the event of termination effective other than on an anniversary of the Effective Date of this Agreement.

5. Dispute Resolution

- a. **Mediation.** The parties desire to avoid traditional litigation to the extent feasible and, therefore, agree that any dispute, controversy, or claim that arises out of or relates to this Agreement shall first be negotiated with the assistance of a professional mediator. Representatives of the parties with authority to settle the matter shall participate in the mediation, which will take place within sixty (60) days of written notice that such a dispute, controversy, or claim exists. Unless otherwise agreed by the parties, such mediation shall be conducted through the American Health Lawyers Association Alternative Dispute Resolution Service.
- b. **Equitable Relief.** Nothing in this Agreement shall be construed to preclude or limit the right of either party to apply to any court of competent jurisdiction for an injunction or other equitable relief pending the outcome of dispute resolution under this Article.
- c. **Survival.** The provisions of and obligations of the parties under this Article shall survive the termination of this Agreement.

6. Risk Management Provisions, Insurance and Indemnifications

- a. **General.** The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

1. CONTRACTOR means the company and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
2. OWNER means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

- b. **Indemnity.** CONTRACTOR agrees to defend, indemnify, and hold harmless OWNER from any and all losses or claims of whatever kind that are in any way incidental to or connected with or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, out of the CONTRACTOR's performance or breach of the contract provided that such claim is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from, or from negligent acts, errors or omissions or willful misconduct, and (2) not caused by the negligent act or omission or willful misconduct of the OWNER or its agents and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this contract.

For purposes of this Indemnity Provision:

1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at CONTRACTOR's expense, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld.
2. The word "claim(s)" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies and other causes of action of whatever kind.
3. The word "losses" includes, but is not limited to, claims, liens, demands, causes of action, judgments, penalties, interest, court costs, legal fees, and litigation expenses that arise or are incurred as a result of personal injury, bodily injury or death or property damage, and liability arising under any Federal, State or Local law, regulation or ordinance.

b.1 Prior to and including the contract commencement date, OWNER shall have the right to examine and inspect the job sites, at any time during reasonable business hours. OWNER reserves the right to have its own engineers inspect the job sites for environmental compliance, but such right shall in no event relieve CONTRACTOR of its obligations hereunder.

c. Financial Responsibility. The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

d. Insurance Requirements.

d.1 Required Insurance Coverage: CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR. The cost of such insurance shall be included in the CONTRACTOR'S bid, and shall include as a minimum the following:

d.1.1. Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form 0G0001 (10/01) with:

- a. Primary coverage limits of not less than \$1,000,000 per occurrence and a \$2,000,000 aggregate for bodily injury and property damage.
- b. Endorsement naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest."
- c. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested to Lexington-Fayette Urban County Government, Division of Risk Management, 200 East Main Street, Lexington, KY 40507.

d.1.2. **Worker's Compensation Insurance** as required by the Kentucky Revised Statutes, and Employer Liability Coverage equal to \$1,000,000 with:

- a. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior notice be certified mail, return receipt requested to Lexington-Fayette Urban County Government, Division of Risk Management, 200 East Main Street, Lexington, Kentucky 40507.

d.1.3. **Professional Liability** covering medical incidents during the Contract period and providing the following coverage and endorsement:

- a. Not less than \$1,000,000 per occurrence, \$3,000,000 aggregate for CONTRACTOR's employees or independent contractors acting under the control or supervision of the contractor for any act or omission in the furnishing of medical services
- b. Endorsement naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."
- c. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County Government, Division of Risk Management, 200 East Main Street, Lexington, Kentucky 40507.

d.2. **Acceptability of Insurers:** Insurance is to be placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide.

d.3. **Renewals:** After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

d.4. **Deductibles and Self-Insured Programs:** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR's financial

capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR's latest audited financial statement, including auditor's notes.
 - b. Any records of any self-insured trust fund plan or policy and related accounting statements.
 - c. Actuarial funding reports or retained losses.
 - d. CONTRACTOR's Risk Management Manual or a description of CONTRACTOR's self-insurance and risk management program.
 - e. A claim loss run summary for the previous five (5) years.
 - f. Self-Insured Associations will be considered.
- d.5. **Verification of Coverage.** Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.
- d.6. **Right to Review, Audit and Inspect.** CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR's records and operations to insure compliance with these Insurance Requirements.
- e. **Safety and Loss Control**
- e.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
 - e.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29

CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.

- e.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

- f. **Definition of Default.** CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

6. Miscellaneous

- a. **Modification.** This Agreement may be amended or modified at any time by mutual written agreement; provided, however, that any changes required by federal and state regulatory agencies with authority to review this Agreement shall be deemed to be automatically included herein, subject to the parties' rights to terminate this Agreement set forth in Section 4 hereof. The contract may be renewed for a maximum of three (3) additional one-year terms, provided that the current compensation provisions of this Agreement remain unchanged with the exception that AWG may adapt the specialized services fee of \$650 for a Fitness-for- Duty evaluation according to any fee increases as might be made by the evaluating psychiatrist.

- b. **Interpretation.** This Agreement shall be governed by, and interpreted under the laws of, the Commonwealth of Kentucky without reference to conflict of laws principles. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or provisions.

- c. **Nonassignability.** This Agreement may not be assigned, delegated or otherwise transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

- d. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and given in person or sent by registered or certified mail,

postage prepaid, to the address given below. Parties may change the address to which notice is to be sent by notice to the other party under this paragraph. Notices shall be deemed effective when delivered in person, or when mailed, as the case may be.

Notice Address for EMPLOYER:

Lexington Fayette Urban County Government
Attn: Division of Human Resources
200 East Main Street
Lexington, Kentucky 40507

Notice address for CONTRACTOR:

Access Wellness Group, Inc.
Attn: Bill Sapp
2401 Regency Road, Ste. 101
Lexington, KY 40503

- e. **Relationship of Parties.** None of the provisions of this Agreement intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting solely for the purpose of implementing the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, employee or representative of the other, nor will either party have an express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party. Neither of the parties hereto shall be responsible for or have control over the means, methods or manner by which the other party performs its duties under this Agreement. Neither ACCESS WELLNESS GROUP, INC. nor EMPLOYER shall be liable to any other party for any act of, or any failure to act by, the other party to this Agreement.
- f. **Proprietary Information.** All information and materials provided by either party to the other party remain proprietary to the disclosing party, including but not limited to, operations manuals and any information regarding the other's business activities which are not otherwise available to the general public. Neither party shall disclose any of such information or materials or use them except as may be required to perform obligations hereunder and/or as required by law.
- g. **No Third Party Rights.** The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no person or entity shall be a third-party beneficiary of this Agreement.
- h. **Section Headings.** All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provisions of this Agreement.
- i. **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation of this Agreement.
- j. **Change of Law.** In the event of a change in the law, regulations, or the official interpretations thereof which materially affects the ability of either party to perform its obligations hereunder or materially affects the economics of the relationship hereby

created, the affected party may give written notice to renegotiate to the other party. The parties will then proceed to negotiate in good faith to reform this agreement to meet the requirements of such change. If the parties fail to agree on such a reformation within thirty (30) days of the notice to renegotiate, either party may terminate this Agreement by written notice to the other party.

- k. **Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- l. **Entire Agreement.** This Agreement contains the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the foregoing Agreement between ACCESS WELLNESS GROUP, INC. and EMPLOYER is entered into by and between the undersigned parties, to be effective on the 1st day of January, 2013.

CONTRACTOR:

Access Wellness Group, Inc.

By: William D. Sapp

Title: Director of EAP Services

Date: 1/2/12

EMPLOYER:

Lexington Fayette Urban County Government

By: _____

Title: _____

Date: _____

ATTACHMENT A

**COVERED SERVICES AND COMPENSATION SCHEDULE for
Lexington Fayette Urban County Government – Contract Initiated 2012
All of the services identified in Attachment A are included in the annual fee of \$56,700**

Covered Service	Description
Employees and their eligible dependents: up to five (5) EAP sessions per problem type per contract year.	Employee-initiated services for short-term assessment, counseling, and/or referral as necessary; Counseling for short-term problems of daily living, i.e. work related problems, personal problems, marital, family problems, school problems, financial problems, grief and loss, other.
Emergency Services	Employees in crisis will be scheduled within a 24-hour window or sooner.
Mandatory Referrals	Assessment and counseling services with referral as necessary for employees referred by Employer to EAP; mandatory EAP sessions will not count toward the referred employee's session limits; provide recommendations for future testing in Chemical Dependency Evaluations.
Training and Consultation	Up to forty (40) direct service hours of training and consultation per contract year are included in the annual fee. Time in collaborative, planning or other meetings with LFUCG personnel about EAP matters is included.
Promotional Activities and Materials	EAP brochures, cards, posters; EAP "reminders" for LFUCG distribution; other available means to promote the EAP services internally to all LFUCG employees.
EAP Orientation and Training for LFUCG Leadership	EAP representatives will provide initial and then ongoing EAP training and orientation sessions for LFUCG supervisors and managers, other leaders.

Confidential Counseling to take place at a) ACCESS WELLNESS GROUP, INC. clinic office, b) at a location closer to the Client's home when the Client requests, or c) at a clinician's office if special services are required. When the employee's problems are the result of conditions that meet the DSM-IV Criteria for Psychiatric and/or Substance Abuse Disorders, services are no longer covered under EAP benefits and are referred to the employee's Medical Benefits provided by his/her insurance carrier. ACCESS WELLNESS GROUP, INC. will assist the employee in accessing these benefits in an efficient manner.

ATTACHMENT B: COMPENSATION SCHEDULE FOR SPECIALIZED SERVICES
Lexington Fayette Urban County Government – Contract Initiated 2012

Covered Service:	Description:	Fee:
Fitness for Duty Evaluation	Fitness for Duty Evaluations requested by LFUCG administration will be conducted by Board-Certified Psychiatrist	\$650.00 (AWG may increase the fee for this specialized service in accordance with fee increase by evaluating psychiatrist.)
Crisis Incident Stress Management/Debriefing (CISM)	<ul style="list-style-type: none"> • Individual Crisis • Work Group Crises • Work Site Violence Problems 	\$200.00/hour
Emotional Health/Wellness Programs; Employee Health Fairs/Screenings	Presenting educational programs addressing preventive areas of mental health and chemical dependency, or participation in activity designed to promote employee health and wellness	\$200.00/hour
Additional Services, i.e. training hours above the 40-hours per contract year already included in contract	To be defined	\$200.00/hour

Confidential Counseling to take place at a) ACCESS WELLNESS GROUP, INC. clinic office, b) at a location closer to the Client's home when the Client requests, or c) at a clinician's office if special services are required. When the employee's problems are the result of conditions that meet the DSM-IV Criteria for Psychiatric and/or Substance Abuse Disorders, services are no longer covered under EAP benefits and are referred to the employee's Medical Benefits provided by his/her insurance carrier. ACCESS WELLNESS GROUP, INC. will assist the employee in accessing these benefits in an efficient manner.