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EFR EMPLOYEE & FAMILY RESOURCES

**CONTRACTUAL AGREEMENT
FOR
EMPLOYEE ASSISTANCE PROGRAM**

THIS AGREEMENT for Employee Assistance Program (EAP) Services (hereafter Agreement) is made by and between **Woodbury County Iowa (Company)** and **Employee & Family Resources, Inc. (referred to as "EFR")**.

FOR CONSIDERATION of the mutual promises and covenants contained in this Agreement, Company and EFR agree as follows:

- 1. **General.** The purpose of this agreement is to provide a Company sponsored benefit that helps employees prevent or manage personal problems that can negatively impact their quality of life and workplace productivity. The Company seeks to: 1) promote the health and wellbeing of its workforce; 2) retain valued employees; and 3) maintain a productive and efficient work environment.
- 2. **Covered Persons.** Unless otherwise stated, services provided by EFR pursuant to this Agreement are limited to Company employees and their family members (collectively "**Covered Persons**"). For purposes of this Agreement, "**family member**" means a person who is related to the employee by marriage: spouse, (including significant other cohabitant), blood, or adoption and who either lives with the employee or is a minor subject to the employee's legal custody.
- 3. **Term.** This Agreement shall be effective on October 1, 2017 and shall remain in effect until September 30, 2018. Thereafter, it shall be renewed for successive one-year periods unless either party gives a written termination notice to the other party at least thirty (30) days prior to the anniversary of the effective date.
- 4. **Compensation and Payment.** EFR shall be paid in advance, at the following applicable rates:

EAP services for Covered Persons: \$21.12 per employee, per year.

Four (4) hours of on-site topical employee workplace training/seminars as described herein: \$1,000.00

A. Census confirmation. Company confirms the first year census of 420 full-time and part-time employees. Company agrees to provide the most current census annually sixty (60) days prior to the anniversary date and, upon request, agrees to provide EFR-approved documentation (e.g. current payroll report) to substantiate Company census.

B. Rate guarantee. Rate is guaranteed for the duration of this initial contract term and in one year increments thereafter.

C. **Rate changes.** If there is a change in any of the applicable Annual Rates after the initial contract term, EFR shall give written notice to the Company at least ~~thirty (30)~~ ⁴⁵ ~~days~~ ^{forty five (45)} prior to the change.

6. **Manner of Payment of Service Fee.** EFR shall be paid the Service Fee, in advance, on an annual basis as agreed upon by Company and EFR.

8. **Services Provided.** EFR agrees to provide the following services to Covered Persons:

A. Program / Benefit Orientation / Training and Materials.

- a. **Employee and Supervisory Orientation.** Employee & supervisory orientation sessions to explain effective use of wellness portal services and benefits will be delivered in-person or via live and recorded webinars, PowerPoint presentations, or teleconference sessions.
- b. **Promotional Materials.** Information, materials and templates describing and promoting EFR services, including, but not necessarily limited to: posters, wallet cards, and brochures.
- c. **Monthly Newsletter.** Employee newsletter, "Real Life Solutions" and management newsletter "Workplace Solutions" with topical articles and information will be delivered electronically on a monthly basis to the designated Company person(s) for distribution.

B. 24-Hour, 365 Day Nationwide Telephone Service. Access for Covered Persons to an EFR counselor via EFR's toll-free telephone number twenty-four (24) hours a day, seven (7) days a week.

C. In-Person Assessment, Referral and Short-term Counseling. For each separate issue, up to six (6) sessions of in-person assessment, referral and/or short-term counseling to be provided at no charge to the Covered Persons.

D. Telephonic Life Coaching Sessions. A covered person is eligible for up to six (6) life coaching sessions per contract year for issues such as improving time and/or stress management skills, work-life integration and personal growth, at no charge to the Covered Persons. Health related topics and smoking cessation services are specifically excluded from life coaching.

E. Work/Life Services: For each separate issue, consultations at no charge to the Covered Persons include:

- a. telephonic or in-person legal consultation with an EFR network attorney,
- b. telephonic financial consultation with an EFR network financial provider,
- c. telephonic eldercare resource referral with an EFR network eldercare provider,
- d. telephonic childcare resource referral with an EFR network childcare provider, where available, and

- e. telephonic ID theft resolution with an EFR network ID theft resolution counselor.
 - F. **EAP Website Access.** All covered persons have access to EFR's EAP website resources (www.efr.org).
 - G. **Management Consultation.** On-going telephonic consultation with Company managers, supervisors, and human resources staff regarding intervention with troubled employees, crisis response, and effective use of wellness portal - Employee Assistance Program (EAP) services including the management referral process.
 - H. **Crisis Response Services.** Upon the request of Company managers EFR will provide on-site group debriefings in the event of critical incidents that impact the workplace, including employee or family deaths, serious injuries, natural disasters, workplace changes, or similar traumatic events.
 - I. **Monthly Motivators/Quarterly Campaigns.** EFR will provide, in electronic format, Monthly Motivators and Quarterly campaigns.
 - J. **Culture Audit.** Assessment tool to identify company's unique needs and create strategy to advance a culture of wellness.
 - K. **Onsite Workplace Training/Seminars/Education.** EFR will provide four (4) hours of on-site topical training and seminars, as requested by Company, within twelve months of the original effective date of this contract. Company will select particular topic(s) from a variety of leadership development, team development, employee training, wellness and self-care titles as listed in the current EFR Training Catalog. Travel outside Polk County, Iowa will be charged to Company at actual cost of airfare and/or reasonable lodging and current IRS rates for mileage. Additional hours of on-site training, seminars and/or wellbeing education are available for an additional fee plus the aforementioned travel costs.
7. **Professional Qualifications of Staff.** All assessment counselors, including affiliate providers, shall hold a Master's degree in a human service field, including but not limited to social work, mental health counseling, psychology, or marriage and family counseling. Special circumstances (e.g., geographical limitations) may at times warrant the use of staff that hold a Bachelor's degree and not a Master's degree; all such situations shall be carefully evaluated and the decision to proceed made with the client's best interest in mind. All coaches and facilitators shall be degreed and hold appropriate licensure and certification in their field of health, nutrition, coaching or mental health counseling.
8. **Assessment, Referral, and Short-Term Counseling.** The assessment, referral and/or short-term counseling service referred to in Paragraph 6 is limited to:
- a. necessary consultation required to assess the probable cause of perceived difficulties;
 - b. referral to professional service(s) qualified to provide treatment or long-term counseling for the probable cause identified;
 - c. short-term counseling in such cases where EFR staff is professionally qualified, and referral for long-term counseling is not clinically indicated; and

- d. follow-up for Covered Persons who use these services.

Company acknowledges that EFR identifies the probable cause of perceived difficulties and provides referral and/or short-term counseling services. EFR does not provide actual care or long-term treatment. If care or treatment is required, the individual Covered Person will be responsible for obtaining and paying for such care and treatment. Although EFR will refer Covered Persons to professional services deemed appropriate by EFR, EFR in no way warrants the effectiveness of any such care or treatment and shall have no liability whatsoever with respect to any such care or treatment.

9. **Additional Workplace Services.** In addition to those specific services referred to in Paragraph 6 above, the Company may agree to contract with EFR for additional services as shall be made available by EFR. These services and the corresponding Service Fee for these services will be requested and approved by Company in advance. This could include onsite Workplace Trainings/Seminars/Education.
10. **Maximum Number of Sessions.** The maximum number of in-person counseling sessions that Covered Persons may receive for each separate cause of difficulties (the "Maximum Number"), and not for each separate consequence arising from the same cause, is shown in Paragraph 6. The Maximum Number of sessions applies to each cause of difficulties and not each family member. Thus, each Covered Person within the same family may not receive the Maximum Number of sessions for each cause of difficulties. Instead, all Covered Persons within the same family together may receive the Maximum Number of sessions for each separate cause of difficulties. The number of sessions actually provided may be less than the Maximum Number if EFR determines in its sole discretion that the Covered Persons' needs for a particular cause of difficulties have been satisfied by fewer.
11. **Records and Reports.** EFR will maintain, and will require its agents to maintain, appropriate records regarding the services contemplated by this Agreement. Clinical records shall be maintained according to acceptable standards, including case notes on each case, protection from unauthorized access, and informed written consent required prior to release of records except as otherwise permitted under applicable State or Federal law. EFR shall provide Company annual statistical reports summarizing usage of EAP services. These reports are subject to the confidentiality provisions of Paragraph 13 below and will not give the names of persons using EAP services.
12. **Independent Contractor Status.** The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor. No agent or employee of EFR shall be deemed to be an employee or agent of Company. The provisions of this Agreement shall not be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party has any power or authority to act on behalf of, represent, or bind the other party, except as specifically set forth in this Agreement.
13. **Confidentiality.** The parties understand and agree that the counselor-client relationships entered into as a result of this Agreement (including, without limitation, any evaluation, referral, and case management) are to be strictly confidential in accordance with all applicable federal and state laws. Company shall not request from EFR any information that would violate a Covered Person's constitutional rights, right of privacy of any counselor-client relationship, nor shall EFR give any confidential information to Company, its employees or agents or any third party without the express written approval of the Covered Person involved.

- 14. Non-Disclosure.** EFR acknowledges that, during the course of its performance under this Agreement, EFR may become aware of certain proprietary, confidential, or trade sensitive information regarding Company, its employees, or agents that is not generally known to the public. Such information may include, but not necessarily be limited to: proposed acquisitions, mergers and consolidations; proposed promotions or demotions of employees; patent, copyright and trade mark rights; packaging, pricing and marketing techniques; and other similar information. EFR agrees not to disclose any such information to a third party without the express written approval of Company.
- 15. Insurance and Mutual Indemnification.** EFR agrees to maintain commercially reasonable liability insurance coverage. EFR shall indemnify and hold Company harmless for any claims that arise from any acts and omissions of EFR under the terms of this agreement. Company shall indemnify and hold EFR harmless for any claims not directly related to the provision of professional services as herein described, and shall notify EFR immediately upon receipt of any claim or demand which it receives allegedly related to any act or omission of EFR under the terms of this agreement. Under no circumstances shall settlement be made without prior written approval of EFR.
- 16. Subcontractors.** EFR shall use commercially reasonable efforts to assure itself that any subcontractor engaged by EFR to perform any services pursuant to this Agreement shall adhere to all of the terms of this Agreement, including, without limitation, the Paragraphs subtitled Insurance, Confidentiality and Non-disclosure. If a subcontract is entered into with a third party, the subcontract shall include these terms in substantially the same form as they appear in this Agreement.
- 17. Default by EFR.** If EFR fails to perform its obligations under the terms of this Agreement and such failure continues for a period of thirty (30) days after Company gives EFR a written notice stating the manner in which EFR is in non-compliance with this Agreement, Company may terminate this Agreement effective immediately by giving written notice to EFR, which shall be Company's sole remedy in the event of non-performance by EFR. If EFR is unable to perform its obligations under the terms of this Agreement due to acts of God, strike, war, or other similar reasons beyond EFR's control, then EFR's time for performance shall automatically be extended for the same period of time EFR was unable to perform due to the reason beyond EFR's control.
- 18. Non-Payment of Service Fee.** If Company fails to timely pay the Service Fee to EFR, EFR may terminate this Agreement effective immediately by giving written notice to Company or may pursue any other remedy available at law or in equity or by statute. In the event EFR pursues legal action to collect all or any portion of the Service Fee, EFR shall be entitled to recover its collection costs, including, but not limited to, reasonable attorneys fees.
- 19. Governing Law.** The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Iowa.
- 20. Notices.** Any notice required or permitted by this Agreement must be given in writing and shall be deemed given and received, if sent by United States Mail, with postage prepaid and addressed to the recipient party at the address set forth in this Agreement, three business days after deposited in the United States Mail. Either party may change its address by giving written notice in accordance with this paragraph.
- 21. Entire Agreement.** This Agreement embodies the entire understanding between the parties with respect to the provision of EAP services. All prior agreements, understandings, representations, and statements, whether oral or written, are merged into this Agreement.

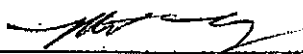
22. **Modification.** This Agreement may not be modified except by a written instrument signed by the party against whom enforcement of the modification is sought, and then only to the extent set forth in such written instrument.

23. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

24. **Headings.** The paragraph headings in this Agreement are for convenience only and shall not be used to limit or otherwise construe the provisions of this Agreement.

WOODBURY COUNTY IOWA
620 Douglas Street, Suite 701
Sioux City, IA 51101

**EMPLOYEE AND FAMILY
RESOURCES, INC.**
506 Fifth Avenue, Suite 600
Des Moines, IA 50309



(signature)



(signature)

Matthew Long

(printed name)

Ketsie Wilkins

(printed name)

Chairman

(title)

Business Development Director

(title)

10-3-17

(date)

10-4-17

(date)