

New Directions Employee Assistance Program

Contract No.: 0065(5)

This Agreement is made and entered into as of this 1st day of August, 2022 by and between:

New Directions E.A.P.
1575 Marion Avenue
Mansfield, OH 44906

(herein known as “New Directions”)

and

Mid-Ohio Educational Service Center
890 West Fourth St.
Mansfield, OH 44906

(herein known as “Company”)

WHEREAS, New Directions develops, distributes, customizes and provides employee assistance products and services to employers and their employees throughout Ohio;

WHEREAS, the Company desires to purchase certain of these employee assistance products and services;

WHEREAS, New Directions and Company wish to enter into this Agreement whereby New Directions shall provide employee assistance products and services to Company’s employees and their family members.

NOW THEREFORE, in consideration of their mutual promises, the parties agree to the following terms and conditions of this Agreement.

1. NEW DIRECTIONS RESPONSIBILITIES

New Directions will assist Company in establishing and administering an Employee Assistance Program (“EAP”) as provided in this Agreement for the benefit of Company’s employees and their family members. For the purpose of the EAP, “Family Member” shall be defined as employees’ spouse or child up through Age 18. New Directions’ responsibilities under this Agreement will include the following:

1.1 Together with the management and labor of the Company, New Directions will develop an EAP Policies and Procedures Statement to define EAP program activities and to direct staff interactions with troubled employees. The Policies and Procedures Statement shall, among other things, identify and discuss the following areas:

- (a) the problems covered (including alcoholism, drug abuse, marital problems, emotional problems, and others);
- (b) the manner in which employees and family members obtain help;
- (c) confidentiality;
- (d) training and orientation of supervisors and managers;
- (e) the development and distribution of educational materials;
- (f) outcome and utilization reporting; and
- (g) employee evaluation and follow up.

1.2 New Directions provides online orientation and training seminars for supervisors and managers for the purpose of providing supervisors and managers with information on identification and evaluation of job performance problems, on dealing with job performance problems and on effectively utilizing the services of the EAP. Onsite training is available at a rate of \$125 per hour. New Directions' training for supervisors and managers will include:

- (a) initial consultation to determine needs, current practices and critical problems;
- (b) development and refinement of the Policies and Procedures Statement;
- (c) basic introduction to issues of mental health, family dynamics, stress, depression and chemical dependency;
- (d) principles of observation and documentation in identification of troubled employees;
- (e) training on interaction with troubled employees and the mechanics of making referrals.

1.3 New Directions also will provide orientations for employees and their family members to explain EAP services and how to access such services.

1.4 New Directions will provide specific assistance and information in response to calls of Company's employees and family members who have been referred to or independently requested the services of the EAP. New Directions will give the caller needed information and when necessary can schedule short-term counseling sessions with a New Directions counselor or other professional, or if appropriate, can refer the employee or family member to appropriate medical, legal, or financial professionals. Each employee or family member can receive up to three (3) visits per year with a New Directions counselor free of charge to the employee and family members and to any insurer of the employee or family member.

1.5 New Directions can provide on-site training, at the employer's request, for supervisors at the rate of \$125 per hour. One hour of training per year will be provided at no charge. Among the available topics are: Conflict Resolution, Communication Skills, Constructive Confrontation, Drug Free Workplace, Diversity Awareness, and Violence Prevention.

1.6 New Directions will consult with Company personnel in the developing and dissemination of promotional materials which will encourage self-referrals. The following promotional materials can be included:

- a. informational brochures regarding EAP
- b. posters for bulletin boards
- c. wellness newsletters

1.7 New Directions will familiarize itself with Company's benefits program so that it can advise employees as to the possible insurance coverage for referral services and as to eligible providers of such services.

1.8 New Directions will provide follow-up, as necessary, to monitor employee's progress through the EAP.

1.9 New Directions will prepare annual reports on the EAP services utilized, in a format that uses quantitative information only on program activity, participation, referrals, demographics, disposition of cases, and status of current cases. No individuals are identified in reporting.

1.10 Additional services are available on a fee-for-service basis at its current rates upon request of Company.

2. RESPONSIBILITIES OF COMPANY

Company will support New Directions and promote the EAP by:

- 2.1 Promoting awareness of the EAP to all employees;
- 2.2 Encouraging its employees to participate in the New Directions orientation programs;
- 2.3 Appointing a person to serve as a liaison between New Directions and Company and to review and evaluate the effectiveness of the EAP;
- 2.4 Providing a non-punitive and supportive environment for employees, who utilize the EAP services;
- 2.5 Posting informational materials for employees at easily accessible, highly trafficked areas.

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3. FEES AND PAYMENTS

3.1 The fee to be paid by Company for New Directions' products and services pursuant to this Agreement shall be as follows:

Rate: \$1.60 per employee/per month

Payable in advance on the 1st day of each month. Payment shall not exceed \$1.60 per employee/per month for twelve months beginning August 1, 2022 through July 31, 2023 as covered in this contract. Additional materials, training, and orientation sessions may be purchased from New Directions at current rates.

3.2 Fees and charges for services by individuals or agencies to which a Company employee or family member is referred by New Directions are the responsibility of the employee.

4. CONFIDENTIALITY

Both parties agree and covenant to protect the confidentiality of the identity of each person utilizing the services of the EAP. Except as otherwise required by law, New Directions shall not disclose to any person, including without limitation Company, the identity of any employee or family member contracting or utilizing the services of the EAP.

5. TERM, TERMINATION AND RENEWAL

This Agreement shall commence on the effective date, and remain in effect until such time as the Agreement is terminated as hereinafter provided. This Agreement shall automatically renew for a one year period on each anniversary date, unless notice of intent not to renew is provided, hand delivered or delivered certified/registered U.S. mail (return receipt requested) to the other party ninety (90) days prior to the anniversary date.

6. RELATIONSHIP OF PARTIES

It is agreed that in performing the obligations hereunder, Company and New Directions shall be and are independent contractors, and that nothing herein shall be construed so as to establish an employment, master-servant, agency or other like relationship between Company and New Directions, or between the employees, agents, members, and contractors of the Company and New Directions. New Directions will pay and be responsible for all applicable federal, state, and local income taxes, FICA, unemployment and disability benefits, and worker's compensation obligations that may arise in connection with the services provided by New Directions, its employees and contractors.

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7. INDEMNIFICATION

Except as otherwise provided in the Agreement, New Directions shall defend, indemnify and hold Mid-Ohio Educational Service Center harmless from and against any and all claims, damages, liability and expenses of any kind or nature, including costs and reasonable attorneys fees, incurred directly or indirectly as a result of the services provided by New Directions under this Agreement.

8. GOVERNING LAW

This Agreement shall be executed, delivered and integrated, construed, and enforced pursuant to and in accordance with the laws of the State of Ohio. Richland County shall be the sole, proper venue for any litigation, proceedings or special proceeding between the parties which arise out of or is in connection with any right, duty or obligation under this Agreement.

9. ASSIGNMENT

No assignment of any right or duty under this Agreement shall be valid without the specific consent of both parties hereto provided, however, that each party shall have the right to assign any of its rights, duties or obligations under this Agreement to another corporation affiliated with the assigning party without the other party's consent.

10. WAIVER OF BREACH

The waiver by either party of a breach or a violation of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof. No waiver shall be effective against any party hereto unless in writing signed by that party.

11. NOTICE

All notices, requests, demands approvals and other communications required by this Agreement shall be in writing and sent by certified mail or by personal delivery. Such notice shall be deemed given on the date of personal delivery or within three (3) days of posting with the United States Postal Service. Any notice shall be sent to the following address (or such other address as shall be given in writing to either party by the other).

If to Company:

Mid-Ohio Educational Service Center
Steve Earnest, Executive Director
890 W. Fourth St.
Mansfield, OH 44906

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If to New Directions:

New Directions E.A.P.
1575 Marion Avenue
Mansfield, OH 44906

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and there are no representations, understandings or agreements relative hereto which are not fully expressed herein. The agreements with respect to the subject matter hereof shall be terminated and superseded by this Agreement and shall be of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective the date first written above.

NEW DIRECTIONS
1575 Marion Avenue
Mansfield, OH 44906

MID-OHIO EDUCATIONAL SERVICE CENTER
890 W. Fourth St.
Mansfield, OH 44906

Blake D. Wagner, Ph.D.
President, New Directions E.A.P.

Steve Earnest, Executive Director
Mid-Ohio Educational Service Center

(Date)

(Date)

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