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## Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **Town of Dryden, NY** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **1/1/24-12/31/24**.

### I. Productivity Solutions

*With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.*

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue: 3**  
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member's quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.
- **3 Session Model:** Includes an assessment, referral, and brief therapy as appropriate. Diagnosis driven treatment referrals are moved to the health insurance plan after the diagnosis is assessed.



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## II. Engagement Solutions - Peak Performance Benefits

*ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.*

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Information Resource Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes a comprehensive online personal and professional development trainings to help employees balance their work and personal life.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

## III. EAP Administration - Orientation and Engagement

*An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.*

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



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## IV. Manager, Supervisor and Human Resources Services

*ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.*

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.
- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

## V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

## VI. Optional Services

- **GCN Compliance Training: NO**  
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



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## VII. Term

- A.** Either party may terminate this Agreement for breach upon 60 day's prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

## VIII. Fees and Payment

- A.** Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B.** Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C.** The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

## IX. Indemnification and Limitation of Liability

- A.** ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B.** Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to this services provided for under this Agreement.
- C.** Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.



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## X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

## XI. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

## XII. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

**EMPLOYEE SERVICES LLC**

A handwritten signature in black ink that reads "Gordon Bell".

\_\_\_\_\_  
Gordon G. Bell, President

\_\_\_\_\_  
12/27/23

\_\_\_\_\_  
Date

**Town of Dryden, NY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



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## Employee Assistance Program (EAP) | EXHIBIT A

Town of Dryden, NY ("Client") 1/1/24-12/31/24

### Service Charges and Payment

- A. The annual fee for the employee assistance program is **\$18.61** per employee.
- B. The total number of employees covered under this Agreement is **52**.
- C. Client agrees to pay ESI the sum of **\$967.72** annually.
- D. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- E. Payment of the **Annual** premium is due upon receipt of the invoice.
- F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
- G. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour plus travel time.
- H. DOT required Substance Abuse Evaluations - **\$850.00** each.