

## **Employee Assistance Program On-site Representative Rationale:**

The well-being of our employees directly impacts the health, culture, and productivity of our schools and central offices. While our school social workers play a vital role in supporting student wellness and crisis intervention, their scope of work is specifically limited to student services and does not extend to meeting the mental health or crisis needs of staff members.

In recent years, we have seen an increase in the number of employees experiencing personal crises, trauma, grief, stress, and burnout—factors that contribute to absenteeism, reduced performance, and in some cases, resignation or early retirement. Currently, when employees face a mental health or personal emergency, there is no on-site or immediate district-based support structure to help them navigate those challenges in real time.

This addition is not only responsive to employee needs but also aligned with the broader strategic goal of maintaining a healthy, resilient, and supported workforce. Our students benefit most when the adults who serve them are emotionally well and professionally supported.

### **Services Provided:**

#### 1.1. Onsite Counselor Presence and Consultations.

1.1.1. Health Advocate shall assign one (1) qualified onsite counselor (“Counselor”) to provide site-based services at the designated primary workplace location as defined under Section 2.2.1 of this Exhibit.

1.1.2. Counselor shall possess an expert-level understanding of the Client’s benefit program, including the available supports and services under the Client’s EAP benefit, as well as community resources in the local area.

1.1.3. Counselor shall provide confidential, short-term, solution-based individual consultations to the Client’s designated Employees up to three (3) consultations per employee presenting an issue, per calendar year.

1.1.4. Following initial assessment of the nature and severity of an Employee’s presenting issue, the Counselor may provide a referral to appropriate external resources and support for long-term or intensive mental health services.

1.1.5. Individual consultations shall be conducted at the Primary Location and are intended to assist Employees with emotional, family, personal, or work-related behavioral issues and may include any or all of the following: on-demand and scheduled counseling consultations in response to traumatic situations, proactive 1:1 consultation, individual wellness activities, and individual wellness check-ins.

1.1.6. Coordinate and lead group sessions and activities in partnership with Client’s management and Human Resource leadership.

1.1.7. Group consultations may consist of any or all of the following: Training and workshops on topics/content as per Client guidelines, group wellness activities, group wellbeing check-ins, group training, debriefing, onboarding, and group creative interventions and practices.

1.2 EAP Training and Mental Health Education.

1.2.1 Counselor will develop and conduct periodic trainings on mental health topics for management and other leadership, partnering with the Client's designated Wellness Coordinator.

1.2.2 Counselor will provide workplace consultation and support to management and other leadership regarding disruptive workplace events, such as crises or conflicts.

2.3 Counselor will participate in client-organized promotional events such as health fairs to inform Employees about the EAP benefits available to such Employees and amplify the availability of the Onsite Counseling Services.

1.2.4 ERG Support: Mental Wellness information and presentations for existing Employee Resource Groups and ongoing guidance and support to ERG leaders.

## **2. Availability & Delivery:**

2.1. Service Hours.

2.1.1. The Counselor shall perform on-site counseling services for a total of forty (40) hours per week, Monday through Friday, during standard business hours of either 8:00 AM to 5:00 PM or 7:30 AM to 4:30 PM, excluding weekends and Client-observed holidays. The Counselor shall be entitled to a one-hour lunch break each workday.

2.1.2. The Counselor's regular 40-hour weekly schedule shall be mutually agreed upon by the Parties and shall remain consistent to avoid scheduling conflicts, subject to adjustments under Sections 2.2.2, 2.2.4, and 2.2.5 of this section.

2.2. Primary Location and Weekly Schedule.

2.2.1. The Counselor will be based at the Client's Primary Location, with an address of ("Primary Location").

2.2.2. The Counselor may travel to additional Client-designated workplace locations ("Additional Locations") for trainings, presentations, critical incident stress debriefings, consultations, or related activities, subject to availability and mutual agreement at least thirty (30) days in advance. In the event of a crisis requiring immediate travel, the thirty (30) day notice may be waived.

2.2.3. Travel Expenses. Client shall be responsible for reimbursement of all reasonable travel and related expenses incurred by Counselor associated with the performance of services provided at Additional Locations. Reimbursable expenses include mileage (at the current IRS standard rate), lodging, meals, and any other normally-incurred travel expenses. The Counselor shall submit expense reports to Health Advocate within thirty (30) days of incurring expenses, and Health Advocate shall invoice the Client with the monthly fee.

2.2.4. Call-Out Days. In the event of short-term leaves of absence, such as illness, personal emergencies, and pre-approved leave ("Call-Out Days"), Client's managers and Employees may

contact EAP support via a dedicated toll-free telephone number for assistance during the Counselor's absence.

2.2.5. Long-Term Absence. In the event of a long-term leave of absence by the Counselor, a qualified replacement counselor may be provided, subject to mutual agreement between Client and Health Advocate.

### **3. Confidentiality:**

All case files and information related to the Employee's situation, maintained by the Counselor, shall be strictly confidential. No information contained therein shall be released under any circumstances without the prior written consent of the Employee in question, except under force of law. Any utilization reporting shall only report the number of individuals who utilize the service; no Employee identifying information will be reported.

### **4. Key Personnel:**

- Licensed Counselor per state and local laws.
- EAP Clinical Operations leadership will provide supervision and oversight of the onsite counselor, participating in program coordination activities with Client as needed.

### **5. Resources and Assumptions:**

- Health Advocate is HIPAA compliant and has obtained SSAE18 SOC2 TYPE II plus HIPAA Security Rule.
- Onsite Counselor shall speak English.
- Counselor will be provided a private space for conducting confidential communications and documentation, including 1:1 counseling and consultation sessions.
- Health Advocate will provide Counselor with laptop and telephonic equipment to perform daily activities.