



## **EMPLOYEE ASSISTANCE PROGRAM (EAP) Service Agreement**

This Service Agreement is made and entered into this 1<sup>st</sup> of May 2026 by and between **Covenant Workplace Solutions LLC** located at 383 Collins Road NE, Ste 202, Cedar Rapids, IA 52402 (hereinafter "Covenant") and **Iowa City Community School District** with corporate headquarters located at **2255 N Dubuque Road, Iowa City, IA 52245** hereinafter "Client"). In consideration of the covenant and conditions, the parties agree to the following:

**WHEREAS**, Covenant operates a program designed to assist employees and their families with problems that are affecting their job performance and/or their personal lives, and  
**WHEREAS**, Client desires to provide an employee assistance program to its employees, their partner, and their dependent(s).

**NOW, THEREFORE**, in consideration of the promises and mutual covenants set forth in this Agreement, the parties covenant and agree as follows:

### **Covenant's Duties:**

- a. Covenant will provide the employee assistance program ("EAP") to Client's eligible employees, their partner and/or dependent(s) within the household as set forth in Addendum 1.
- b. Covenant will provide additional services for an additional cost as described in Addendum 2.

### **Client's Duties:**

- a. Pay Covenant based on the fee schedule provided in Addendum 3.
- b. Promote and publicize the services available through Covenant's EAP to eligible employees, their partner and/or their dependent(s) as mutually agreed by the parties.
- c. Schedule and notify participants, Client supervisors and others who are associated with having access to EAP services of any planning, training, and/or orientation meetings for the purpose of explaining, promoting, or reviewing services.
- d. At the time of execution of this Agreement, Client shall designate in Addendum 4, a Main Contact to be the primary point of contact until the expiration of this Agreement.
- e. Provide Covenant with an emergency contact number to obtain personnel information after business hours, or on weekends or holidays for clinical emergencies.
- f. Provide Covenant with a means, upon request, to verify employee, partner, and/or dependent eligibility for EAP services.
- g. Provide access to aggregate personnel and benefit information to Covenant.

### **Term and Termination:**

- a. This Agreement shall commence on the contract date specified in Addendum 3 and shall continue in full force and effect for one (1) year. The Agreement may be renewed for additional one (1) year terms upon mutual written agreement of the parties.
- b. Either party may terminate this Agreement for any reason by giving the other party at

least ninety (90) days prior written notice of the party's intention to terminate the Agreement.

- c. Covenant may immediately terminate this Agreement in the event Covenant determines that Client has breached a material term of this Agreement.

**Relationship of the Parties:**

- a. Covenant and Client shall set up compatible procedures to implement and administer the Agreement.
- b. In the performance of the duties and obligations imposed on any of the parties by this Agreement, it is mutually understood and agreed that the parties are acting, at all times, as independent contractors. Other than as specified herein, Client shall have no control or direction over the manner, methods, or means by which Covenant shall perform its services under this Agreement.

**Confidential Information:**

- a. Covenant shall not disclose any medical, financial, or personal information about any of the Client's eligible employees, their partner and/or dependent(s) without prior authorization from the employee, their partner or dependent(s) including to the Client, except as otherwise permitted or required by law or to perform duties as set forth in this Agreement.
- b. Unless required by law, Covenant shall not, during the course of providing EAP Services to an eligible employee:
  - i. Comment, advise, or give information about legal actions against the Client (employer).
  - ii. Directly communicate with the Client (employer) about an employee.
  - iii. Provide the Client (employer) with information regarding the employee's issues or concerns or referrals made as part of the assessment.
  - iv. Perform psychological evaluations of an employee for any purpose, including court-ordered evaluations, or make recommendations regarding medical leave or fitness for duty.

**Confidentiality:**

- a. The parties agree to protect the privacy and confidentiality of any and all personal and medical information in its possession ("Confidential Information"), abiding by all applicable laws and regulations.
- b. It is the intent of the Parties that Covenant shall not function as, or be characterized as, a business associate, within the meaning of 45 C.F.R. Section 160.103. However, in the event that following the execution of this Agreement an agency of the federal government determines, or the Parties themselves agree, that Covenant is functioning as, or can be characterized as, a business associate, then the Parties agree to promptly enter into a Business Associate Agreement, containing such terms as are required by the Health Insurance Portability and Accountability Act of 1996 in effect, or as amended, and any other terms as may be mutually agreed upon by the Parties.
- c. The Parties will not use any Confidential Information for any purpose other than that for which it is provided, nor will they sell, transfer or disclose this Confidential Information for its own benefit or the benefit of others. The Parties agree to hold this Confidential Information in strict confidence, and in compliance with all applicable local, state, and

- federal laws.
- d. Neither party to this Agreement shall use any confidential information, (i.e., information that by its very nature is deemed to be confidential, including confidential business information), of the other party:
    - i. for its own benefit or that of a third party,
    - ii. to the Disclosing party's detriment; or
    - iii. in any manner other than to perform its obligations under this Agreement.
  - e. The Parties mutually agree that it is essential for Confidential Information, including Protected Health Information, to be maintained after the expiration of this Agreement for regulatory and other business reasons. Accordingly, Covenant obligations of confidentiality with respect to Client's Confidential Information, exchanged during the Term of this Agreement, shall survive any termination or non-renewal of this Agreement.

**General Provisions:**

- a. Applicable Law: This Agreement will be governed by and construed in accordance with the laws of the State of Iowa. The federal and state courts of Iowa shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement.
- b. Law Supersedes Agreement: Any provision of law that invalidates, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or both of the parties to be in violation of a law, shall be deemed to have superseded the terms of this Agreement.
- c. Severability: Should any provision or condition of this Agreement be held to be illegal, invalid, or void for any reason by a court of competent jurisdiction, and should such declaration be finally upheld on any subsequent petitions and appeals, this Agreement shall be read as if such illegal, invalid, or void provisions were not a part of it, and the remainder of this Agreement shall remain in full force and effect. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which render it valid.
- d. Indemnification: The parties agree to indemnify and hold harmless each other and their respective officers, board members, employees, volunteers, and agents, from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments, and the costs, expenses, and reasonable attorneys' fees of counsel retained related to, resulting from, or arising out of this Agreement.
- e. Headings or Captions: The headings of paragraphs are inserted in this Agreement solely for ease of reference and shall have no further meaning, force, or effect.
- f. Entire Agreement: This Agreement constitutes the entire understanding of the parties, and each of the parties acknowledges that there are no representations or warranties other than those expressly set forth herein. No changes, modifications, or alterations of any of the terms and provisions contained in this Agreement shall be effective unless changed, modified, or altered in writing and signed by both parties hereto.
- g. Executed in Multiple Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy, and all of which, when taken together, shall be deemed to constitute one and the same document.
- h. Waivers: No delay or admission of either party to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be

waived or any such event or default or acquiescence therein. Furthermore, any such delay or omission by either party in relation to a breach of any provision of this Agreement by the other shall not be construed as a waiver of any subsequent breach.

- i. Assignment: All rights and obligations under this Agreement shall be personal to each party and shall not be assigned or otherwise disposed of by either party without prior written approval of the other party. Subject to the forgoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors, and assigns.
- j. No Third-Party Beneficiaries: This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provisions hereof be enforced by any other person

**IN WITNESS WHEREOF**, the parties have executed and entered into this Agreement as of the date and year set forth above.

\_\_\_\_\_  
**Ruthina Malone**  
**School Board President**  
**Iowa City Community School District**

\_\_\_\_\_  
**Date**

*Chad Charkowski*  
\_\_\_\_\_  
**Chad Charkowski**  
**Head of Sales | Owner**  
**Covenant Workplace Solutions LLC**

*5/19/26*  
\_\_\_\_\_  
**Date**

**ADDENDUM 1**  
**Employee Assistance Program (EAP) Services:**

**Covenant's EAP Services Include:**

- a. Service includes counseling sessions for presenting issues, complaints, or problems.
  - a. Up to the agreed number of sessions for short-term counseling per eligible employee, their partner and/or dependent(s) per calendar year (see Addendum 3, Item 2).
  - b. Services are provided at no cost to employees, their eligible partner and/or dependent(s) and are completely confidential.
- b. Service includes life coaching sessions for interest in personal growth and development, overcoming obstacles, navigating work-life balance challenges, and more.
  - a. Up to the agreed number of sessions for short-term life coaching per calendar year (see Addendum 3).
  - b. Services are provided at no cost to employees, their eligible partner and/or dependent(s) within the household and are completely confidential.
- c. Upon Client request, Covenant will provide two (2) management consultation and advice sessions of no longer than 30 minutes duration, annually.
- d. One (1) monthly newsletter sent to the newsletter contact listed in Addendum 4, for distribution to all eligible employees.
- e. Covenant personnel are available to answer inquiries from eligible employees, their partner, and/or dependent(s) during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. (Central Standard Time).
- f. Mid-year or 6-month review will focus on usage/utilization. Upon discussion and review, usage/utilization can dictate and/or alter the remaining 6 months of the EAP agreement.
- g. Access to Covenant's library of self-help worksheets for all eligible employees, their partner and/or dependent(s).
- h. Access to Covenant's complete library of self-guided courses for all eligible employees, their partner and/or dependent(s).
- i. Access to a 24/7 mental and emotional support phone line for all eligible employees, their partner and/or dependent(s).
- j. Access to Lifestyle EAP member portal and all resources inside there, once user account is created and signed in.
- k. Promotional materials in electronic format for Client to use in promoting available services.
- l. For all services, the Covenant professional network includes Covenant employees as well as contracted professionals from across the United States to meet the geographic needs of our clients.
- m. Formal Referral program.
- n. Service Exclusions: Covenant's EAP services are not "fitness for duty" evaluations and are not designed to resolve long-term or chronic conditions. EAP services do not include psychological or intelligence (IQ) testing. Unless notified by Client's human resource contact or employee's supervisor and agreed to by Covenant through the Formal EAP Referral program, Covenant's EAP services should not be used as a condition of employment.

## ADDENDUM 2

The following services are available with additional fees:

<p><u>Referral</u></p>	<p>Provide referral information for employees, their partner, and/or dependent(s) as deemed appropriate to best meet their needs for continuing care and services that are outside the scope of the contracted EAP services. Payment of the charges for any such services to which Covenant may refer a participant shall not be included in the fees paid by Client to Covenant under this Agreement. In making such referrals for other services, consideration shall be given to the need for, and location, cost, and availability of, such other services</p>	
<p><u>Intervention Services for Organizations in Transition</u></p> <p><u>Critical Incident and Crisis Response</u></p>	<p>Employees who lose their jobs or who may be losing their jobs because of downsizing are the most vulnerable populations to experience stress-related problems while they are still on the job and/or after termination.</p> <p>Critical incident and crisis response services offer immediate, professional support to organizations and their employees following traumatic or high-stress events. These services aim to stabilize the workplace, support mental health, and foster resilience during recovery. Covered incidents typically include workplace accidents, sudden employee deaths, natural disasters, violent events, or other qualifying events that disrupt normal operations and employee well-being. Covenant provides virtual or on-site counseling and de-briefing sessions.</p>	<p>\$150.00 per hour of service per professional staff utilized, 4-hour minimum. First four hours included with your Lifestyle EAP at no additional cost.</p> <p>Travel, lodging, meals, and related expenses are excluded from these hourly fees and will be billed separately for services provided outside of the Cedar Rapids, IA Metropolitan Area.</p> <p>Covenant will obtain pre-approval of travel related costs prior to start of services</p>
<p><u>Consultation and Advice to Supervisors Regarding Employee Mental Health and/or Other Employment Matters</u></p>	<p>These services are provided on request by a supervisor or Client's Human Resources department to help supervisors identify and/or address employee mental health or other issues.</p> <p><b>Two (2) formal consultation and advisory sessions of 30 minutes in duration each are available to Client at no cost annually upon their request.</b> <i>Additional sessions or time is billed at the rate of \$100 per hour.</i></p> <p>Consultation or advice provided here is not a</p>	<p>\$100.00 per hour</p>

	<p>substitute for legal or human resource advice or consultation.</p> <p>All advice or suggestions provided should be discussed with Human Resources and/or legal counsel before acting.</p>	
<p><u>Lunch and Learn Education and Training</u></p>	<p>These one-hour presentations have been developed to be informative and engaging for employees and/or supervisors. These can be delivered in-person or virtual.</p> <p>In-person presentations will be available for those within a 60-mile radius of the Cedar Rapids, IA metropolitan area.</p> <p>For clients outside of a 60-mile radius of the Cedar Rapids metropolitan area, presentations will be conducted via video call, or incur additional expenses.</p>	<p>Lifestyle EAP discounted rate of \$500.00 per hour.</p> <p>Travel, lodging, meals, and related expenses are excluded from these hourly fees and will be billed separately for services provided more than 60 miles outside of the Cedar Rapids, IA Metropolitan Area.</p> <p>Covenant will obtain pre-approval of travel related costs prior to start of services</p>



**ADDENDUM 4**  
**Contact Information**

**Covenant Workplace Solutions LLC Contacts:**

**Contract Questions or to Request Additional Services:**

Chad Charkowski, Head of Sales | Owner

Phone: (319) 432-8643

Email: [Chad@CovenantWorkplaceSolutions.com](mailto:Chad@CovenantWorkplaceSolutions.com)

**Scheduling:**

Phone: (833) 434-1335 Monday – Friday, 8am – 5pm

Private Member Portal: Go to ‘*Schedule an Appointment*’ page and submit form

**Covenant Admin Office:**

383 Collins Road NE, Ste 202, Cedar Rapids, IA 52402

**Client Contacts:**

**Main:**

**Name:** Nick Proud, Coreen Frank, and Lyndsee Detra

**Phone:** 319-688-1000

**Email:** [proud.nick@iowacityschools.org](mailto:proud.nick@iowacityschools.org)  
[frank.coreen@iowacityschools.org](mailto:frank.coreen@iowacityschools.org),  
[detra.lyndsee@iowacityschools.org](mailto:detra.lyndsee@iowacityschools.org)

**Billing:**

**Name:** Patricia Moore

**Phone:** 319-688-1000

**Email:** [moore.patricia@iowacityschools.org](mailto:moore.patricia@iowacityschools.org)

**Newsletter:**

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[frank.coreen@iowacityschools.org](mailto:frank.coreen@iowacityschools.org),  
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