

Agreement For Services
Employee Assistance Program (EAP*)

THIS AGREEMENT FOR SERVICES is entered into this 1st day of July, 2021 by and between Gateway to Prevention and Recovery, Inc., an Oklahoma non-profit corporation (hereinafter “Gateway”), and Independent School District Number 93 of Pottawatomie County, Oklahoma (hereinafter “District”).

WITNESSETH:

WHEREAS, an Employee Assistance Program (“EAP”) is a system to help employees with all kinds of personal problems that can, and do, interfere with job performance, conserves human resources and balances economics and empathy, and usually result in a win-win proposition for both employees and management; and

WHEREAS, District and Gateway desire to enter into an agreement pursuant to which Gateway would provide employee assistance to District’s employees and/or their immediate family members.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, it is agreed that:

1. Term: The term of this Agreement shall be for the period commencing on the 1st day of July, 2021 and ending on the 30th of June, 2022.
2. Employee Assistance Program: Gateway agrees to become the external provider of employee assistance to District’s Employees and/or their immediate family members. These employees and/or their immediate family members will come to Gateway through self-referral or District’s referral. Gateway will provide an initial counseling session with interview and assessment and see the employee or family member for up to three (3) counseling sessions if it appears the problem can be resolved in that length of time; will make referrals to an appropriate service agency if necessary; will provide educational workshops and training to District’s employees; and will provide follow up and reports to District’s administration.
3. Additional Services: Gateway will further provide school crisis intervention and/or short-term counseling on a stand-by basis for any District defined crisis. These services will be for school, family or support group settings.

4. Compensation: In consideration of the covenants and agreements herein, District agrees to pay to Gateway on a quarterly basis, for approved EAP services rendered to district employees. Total fees not to exceed \$5,000 for the 2021-2022 school years. Fees for services provided to the District are as follows:

Assessment and Evaluation	\$152.00
Two follow-up individual sessions (with referral if needed) @ \$76	\$152.00
Maximum total per person if used	\$304.00

Sessions provided at schools and regarding usage of EAP; Supervisor Training; @ \$75 per session Maximum per year, if used	\$750.00
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Any other services provided to the District through the EAP contract will be @ \$75 per hour.

5. Confidentially: Gateway agrees to keep confidential all records of District's employees and/or their immediate family members who participate in the EAP. If District refers an employee and desires a follow up on such employee, District will be required to obtain a signed request for information from the employee before Gateway will release any information to District.
6. Insurance: Gateway agrees to maintain during the term of this Agreement, or any renewal hereof, a professional liability insurance policy insuring Gateway for any liability arising from any act or omission of Gateway. Gateway shall furnish certificates of insurance to District upon request.
7. Assignment: This Agreement shall not be assigned by either party without prior written consent of the other party.
8. Entire Agreement and Modification: This Agreement supersedes all prior agreements between the parties and comprises all of the terms agreed to by the parties, and any modification, amendment or alteration of this Agreement must be in writing and executed by both parties.
9. Authorization: The parties hereto expressly represent, and it is understood that, the individuals executing this Agreement on behalf of each party are authorized and empowered to make and execute this Agreement as the official act and deed of such party.
10. Counterparts: This Agreement may be executed in multiple originals and in counterparts, all of which shall have full force and effect; and any copy of an original Agreement shall have the same force and effect as an original.

11. Construction: It is agreed and understood by the parties that the operation, construction and interpretation of this Agreement, and all provisions herein, shall be governed by the laws of the State of Oklahoma.

12. Severability: If any part of this Agreement shall be contrary to law, then it shall be deemed severable from the rest of this Agreement and shall not affect the validity of the rest of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GATEWAY TO PREVENTION AND RECOVERY, INC.
an Oklahoma non-profit corporation.

_____ President

ATTEST:

_____ Secretary

(SEAL)

INDEPENDENT SCHOOL DISTRICT
NUMBER 93 OF POTTAWATOMIE
COUNTY, OKLAHOMA

By: _____

Print Name: _____

Title: _____ Board President _____.

_____ Clerk

(SEAL)