

DATE:

September 17, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve the Agreement between the Kenton County School District and Anthem Blue Cross and Blue Shield for an Employee Assistance Program (EAP) going forward.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

The Kenton County School District currently offers EAP services through Anthem Blue Cross Blue Shield that offers free counseling visits face to face or virtually, as well as resources for identity theft, child or elder care, and legal or financial consultations. Following a review of services utilized in the previous years by employees as well as comparisons submitted as quotes from three vendors, Anthem Blue Cross Blue Shield was able to submit the lowest price quote that maintained each of the areas of use and eliminate those unused services to save the District over \$15,000 annually. While not all school districts offer EAP Services, we recognize that a critical factor in recruiting and retaining staff is offering services that support their needs. Through this new Agreement, employees will continue to receive the EAP support in each of the previously utilized areas.

FISCAL/BUDGETARY IMPACT:

\$11,172.00 annually through the Human Resources budget.

RECOMMENDATION:

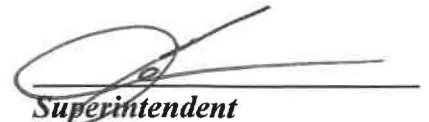
Approval of the Agreement between the Kenton County School District and Anthem Blue Cross and Blue Shield for an Employee Assistance Program (EAP) going forward.

CONTACT PERSON:

Malina Basler

Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

Anthem Blue Cross and Blue Shield
EMPLOYEE ASSISTANCE PROGRAM
GROUP AGREEMENT

Kenton County School District

Anthem Blue Cross Blue Shield (herein referred to as "Service Provider") agrees to provide the Assistance Program services (Covered Services) herein specified for Group.

AGREEMENT EFFECTIVE DATE 10/1/2025

This Agreement becomes effective at 12:01 a.m., on the Effective Date.

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ARTICLE I

DEFINITIONS

The following terms, when used in this Agreement or any amendments, riders, exhibits or schedules hereof, are defined as follows:

- 1.1 **Covered Services** mean those services delineated in the SERVICES EXHIBIT that a Participant is entitled to receive as a result of or pursuant to this Agreement, and that are hereby incorporated by reference into and subject to the terms of this Agreement.
- 1.2 **Agreement** means the contract entered into between Service Provider and a Group under which Service Provider provides Covered Services to Participants. Agreement includes arrangements established by Service Provider, or by persons or entities utilizing the Practitioner, pursuant to a contract with Service Provider.
- 1.3 **Group** means any Employer, Labor Union or labor management Trust Fund, association, or other Group to which this Agreement is issued.
- 1.4 **Practitioner** means, with regard to any health-related services provided under this Agreement, an appropriately licensed health care professional who has agreed to provide Covered Services for Participants. In limited situations involving health-related services, Practitioner can also include licensed health care professionals who are not participating in the applicable Practitioner network, but who have been approved by Service Provider and have agreed to perform a one-time or set number of Covered Services for a particular Participant. For non-health-related services provided under this Agreement, including but not limited to legal consultations, financial consultations, and concierge or convenience services, Practitioner means an appropriately trained and/or licensed professional approved by and/or with an agreement with Service Provider to provide a one-time or set number of Covered Services to a Participant.
- 1.5 **Participant(s)** means, as determined by Group, an Eligible Employee and any Eligible Household Participants who are entitled to Covered Services under this Agreement and for whom fees are paid by Group.

Eligible Employee(s) means the Group's eligible employees as determined and specified by the Group. Eligible Employee(s) may also include other employees, as otherwise agreed upon by Group and EAP Service Provider.

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- 1.6 **Eligible Household Participant(s)** means the spouse, domestic partner, dependents, and others whose place of residence is the same as the Participant, and/or those dependents who do not share the same residence as the Participant but due to applicable state law or court order are required to be covered under this Agreement.

ARTICLE II

PARTICIPANT FEE

- 2.1** Group shall pay to Service Provider a monthly fee and any other charges set forth in the PARTICIPANT FEE EXHIBIT ("Participant Fee") to cover all Participants.
- 2.2** Service Provider shall not increase the Participant Fee, except upon at least sixty (60) calendar days advance written notice to Group.
- 2.3** The Group will pay all Participant Fees, unless other provisions for payment are agreed to in advance by Service Provider.
- 2.4** If a state or any other taxing authority imposes a tax on Service Provider that is based on the Participant Fee, the Participant Fee stated in this Agreement will be increased by an amount sufficient to cover that tax. This increase will begin on the date the tax goes into effect. Any subsequent change to the tax may result in a further increase in Participant Fee.

ARTICLE III

COVERED SERVICES, EXCLUSIONS, LIMITATIONS AND ADMINISTRATIVE POLICIES

- 3.1** Service Provider and Group agree that Service Provider or its designee shall provide Covered Services to Participants under this Agreement as set forth in SERVICES EXHIBIT.
- 3.2** Covered Services do not include assessment or treatment by a psychiatrist.
- 3.3** Service Provider may assist Participants to obtain necessary and appropriate levels of care in the community or through the Participant's health plan.

ARTICLE IV

HOW TO OBTAIN COVERED SERVICES

- 4.1** All Covered Services must be obtained by contacting Service Provider directly for authorization and referral to a Practitioner for Covered Services. Service Provider does not reimburse Participants for unauthorized treatment or services obtained from non-Practitioners. Service Provider maintains an online Practitioner directory and a 24-hour toll-free or local telephone number to find a Practitioner. In non-emergency situations, Participants are provided names of Practitioners or other resources. When the Participant contacts the Service Provider to obtain non-emergency Covered Services, the Service Provider will conduct a telephone assessment. The telephone assessor will make a good faith effort to: provide crisis intervention over the telephone; arrange an appointment with a Practitioner, or if a Practitioner is not reasonably available or accessible, provide access to a licensed mental health professional in the Participant's

area and/or provide names of licensed mental health professionals in the area; or direct the Participant in obtaining more intensive, acute care services. Covered Services are not intended to be emergency services. Any Participant calling for an emergency or urgent situation will be immediately referred to a licensed mental health professional or an appropriate facility.

ARTICLE V

ELIGIBILITY

- 5.1** Eligible Participants will be able to obtain Covered Services on the Agreement Effective Date. The ability to obtain Covered Services under this Agreement will terminate at 11:59 P.M. on the last day of a Participant's eligibility or termination of this Agreement, whichever occurs first.
- 5.2** Group shall provide a count of all Participants upon implementation of this Agreement. The Group shall inform the Service Provider when the count varies by 10% from any previous report.
- 5.3** Only Participants are eligible to receive Covered Services under this Agreement.
- 5.4** Group shall be responsible for determining eligibility of Participants. Any disputes or inquiries regarding eligibility (including renewal and reinstatement) shall be referred by the Service Provider to the Group, which shall advise the Service Provider of its determination.
- 5.5** Eligibility under this Agreement shall be limited to residents of the United States, including any U.S. Territories
- 5.6** Service Provider shall have the sole right to terminate eligibility of any Participant who uses threatening or aggressive behavior.

ARTICLE VI

COMMENCEMENT AND DURATION OF THIS AGREEMENT TERMINATION - RENEWAL

- 6.1** Service Provider shall have the sole right to change Covered Services or other provisions in this Agreement upon at least sixty (60) days advance written notice to Group. If Group does not object or reject such changes before the 60-day notice period expires, such changes shall be deemed accepted by the Group.
- 6.2** This Agreement shall automatically renew for one-year periods unless the Group or Service Provider provides the other party with written notice of termination.
- 6.3** Should either party be in default by the failure to reasonably perform any of the covenants and conditions contained herein, the non-defaulting party shall have the right to give the defaulting party written notice of the default. The defaulting party shall have thirty (30) days from the receipt of written notice to remedy the breach, default or failure to perform. If the default is not cured within the time period noted, the Agreement will

automatically terminate. Service Provider may, at its sole discretion, reinstate this Agreement after receipt of the proper Eligible Participant Fee if such payment is received on or before the due date of the succeeding payment. Both parties may terminate this Agreement immediately if the other party should engage in fraudulent conduct with respect to this Agreement.

- 6.4** Notwithstanding any other provision, this Agreement may be terminated at any time by Group or Service Provider upon at least ninety (90) days written notice to the other.
- 6.5** In the event of termination of this Agreement, Service Provider agrees that Practitioner will complete the provision of Covered Services that were, in Service Provider's reasonable opinion, being delivered prior to such termination and continuity of care warrants completion of such services subject to applicable Covered Services covered by this Agreement (hereinafter "Post Termination Services"). In the event Service Provider provides Post Termination Services, both parties agree that those Post Termination Services shall be provided and reimbursed by Group in accordance with the terms of this Agreement.

ARTICLE VII

ADMINISTRATION

- 7.1** Service Provider agrees to investigate and resolve any complaints or grievances received from Participants with regard to Covered Services in accordance with the Grievance Procedures provisions stated in the Combined Evidence of Coverage and Disclosure Form. Disputes between the Group and Service Provider will be resolved in accordance with the ARBITRATION EXHIBIT attached to this Agreement

ARTICLE VIII

PROFESSIONAL-PATIENT RELATIONSHIP

- 8.1** Service Provider will make every reasonable effort to arrange for Covered Services as herein provided in accordance with the prevailing national and regional professional standards.
- 8.2** Group understands and acknowledges that the relationship between the Participant and Practitioners and other participating professionals shall be subject to the rules, limitations, and privileges incident to any professional relationship, including but not limited to the doctor-patient or therapist-patient relationship. Service Provider shall be solely responsible, without interference from Group or any of its agents, to the Participant for arranging Covered Services, subject to Section 8.3.
- 8.3** Group understands and acknowledges that the operation and maintenance of the Practitioners' offices and the provision of all services shall be solely and exclusively under the control and supervision of the Practitioner, including, but not limited to, all authority and control over the selection of staff, supervision of personnel and operation of the professional practice, and/or the provision of any particular professional service or treatment.

ARTICLE IX

GENERAL PROVISIONS

- 9.1** Group understands and acknowledges that this Agreement provides Covered Services only, is not an insurance policy, and does not indemnify nor reimburse any Participant or Group for the cost of health care services.
- 9.2** Service Provider will furnish promotional materials to Group as agreed upon. Group shall distribute only approved materials to Participants.
- 9.3** Unless prohibited by applicable state or federal law, any dispute or controversy arising between Group and Service Provider or between a Participant and Service Provider, involving this Agreement, any of its terms and conditions, its breach or nonperformance shall be settled pursuant to the BINDING ARBITRATION EXHIBIT attached to this Agreement
- 9.4** Group, together with its respective successors and assignees, agrees to indemnify, defend, and save Service Provider, its parent, affiliates, subsidiaries and their respective officers, directors, employees and agents harmless from and against all loss, cost, claims, actions, and liabilities, including reasonable attorney's fees, arising in connection with this Agreement as a result of, or attributable to, the intentional act or gross negligence of Group, or misconduct of group, or Group's officers, directors, employees, or agents.
- 9.5** Service Provider agrees to indemnify, defend, and save Group, its parent, affiliates, subsidiaries and their respective trustees, officers, directors, employees and agents harmless from and against all loss, cost, claims, actions, and liabilities, including reasonable attorney's fees, arising in connection with this Agreement as a result of, or attributable to, the intentional act or gross negligence of Service Provider, or Service Provider's officers, directors, employees, or agents.
- 9.6** Whenever it shall become necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be served by certified mail, return receipt requested, addressed as follows:
- a.** If served on Group, it shall be addressed to:
- Kenton County School Board
10555 Eaton Drive
Fort Wright, Kentucky 41017
- b.** If served on Service Provider, it shall be addressed to:
- Anthem EAP
700 Broadway
Denver, CO 80203
- 9.7** Service Provider shall maintain an Practitioner network to provide Covered Services to Group. Subject to applicable Kentucky state or federal law and regulation, Service

Provider shall have final authority to interpret its contracts with providers, and the Group agrees that (a) it is not a party to Service Provider's contracts with providers and (b) it will accept Service Provider's interpretations of said contracts. Furthermore, Service Provider shall have full authority and discretion to resolve any questions or disputes with Practitioners that participate in any of Service Provider's provider networks, except as applicable law provides for judicial or regulatory review of such disputes, and the Group will accept said resolution of such matters as final.

- 9.8** In the event that Service Provider fails to pay the Practitioner for costs of Covered Services, neither Group nor the Participant shall be liable to the Practitioner for any sums owed. Service Provider does not pay non-Practitioners nor reimburse Participants for any sums they may pay directly to any Practitioner for services rendered.
- 9.9** If any provision of this Agreement is held to be illegal or invalid for any reason, such decision shall not affect the validity of the remaining provisions of this Agreement, and such remaining provisions shall continue in full force and effect unless the illegality or invalidity prevents the accomplishment of the objectives and purposes of this Agreement.
- 9.10** Each party shall be responsible for complying with all applicable laws and regulations. In the event Group is regulated under the Employee Retirement Income Security Act of 1974 (ERISA), Group covenants and agrees that it and not Service Provider shall be responsible for meeting all requirements of ERISA. Service Provider will cooperate with Group in supplying Group with any information within its possession to aid Group in meeting any ERISA reporting requirements.
- 9.11** In the event Group is subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and any regulations adopted thereunder, or any similar state law requiring the continuation of Covered Services for a Participant, and the Participant is eligible to retain Covered Services under the Agreement during any continuation period or election period, the Group must continue to certify the eligibility of the Participant and/or pay the monthly Participant Fee for continuation coverage.
- 9.12** Service Provider may designate an account manager who shall serve as the liaison between Service Provider and Group.
- 9.13** The relationship between Group, Service Provider and Practitioner arising from this Agreement is that of independent contractors. Neither this Agreement, nor the activities of Group, Service Provider and Practitioner pursuant to this Agreement, shall constitute the parties as joint venturers, partners, principal and agent, master and servant, or employer and employee; and neither party shall hold itself out to the public as having other than an independent contractor relationship with the other party. None of the parties shall have the power to bind or obligate the other party in any manner, other than as is expressly set forth in this Agreement.
- 9.14** This Agreement is non-assignable by either party without the prior written consent of the other party. Service Provider may, in its sole discretion, delegate administrative functions to a vendor, successor, subsidiary, affiliate, parent or any other entity under its control. This Agreement is entered into by and between the parties identified herein and for their benefit and the benefit of only the parties. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any Participant or third party, other than the parties to this Agreement and no such Participant or third party shall have any right to enforce any right or claim any benefit created or established under this Agreement.

- 9.15** This Agreement, any endorsements and amendment, constitute the entire Agreement of the parties. This Agreement may only be changed by a written modification signed by Service Provider.
- 9.16** To the extent not preempted by federal law or regulation, this Agreement will be governed, interpreted and enforced to remain in the compliance with the laws of the state of Kentucky along with applicable federal statutes and regulations. Nothing contained in this Agreement will be construed as Service Provider doing business in any state or jurisdiction in which it is not duly authorized.
- 9.17** Service Provider acknowledges that it is a "covered entity" (as defined in 45 C.F.R. pt. 160.103) for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") when providing the Covered Services. Service Provider represents and warrants that for as long as the Service Provider creates, receives, maintains or transmits the "protected health information" (PHI) (as defined in 45 C.F.R. pt. 160.103) of Participants, Service Provider will comply with HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act and their implementing regulations with respect to Participants' PHI.

In addition, it is understood and agreed that for purposes of maintaining Participant privacy, provider-patient confidentiality, and Service Provider's duties and responsibilities as the Covered Entity in connection with the requirements imposed by HIPAA and the privacy and security regulations promulgated thereunder, all records relating to services provided under this Agreement shall be confidential property of Service Provider and can only be disclosed to Group upon written release by Participant or otherwise required by law.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate by affixing the signatures of duly authorized officers.

Anthem Blue Cross Blue Shield

Kenton County School District

Signature

Signature

Printed Name

Printed Name

Title

Title

Street Address

Street Address

City, State, Zip

City, State, Zip

Date

Date

Tax I.D. #

**SERVICES EXHIBIT
COVERED SERVICES, EXCLUSIONS & LIMITATIONS**

Subject to the limitations and exclusions under this Agreement, the following Covered Services are covered when authorized by Service Provider and obtained from a Practitioner.

A. CORE SERVICES are included in all group agreements

1. Up to 3 counseling sessions per unique presenting problem, per 12 month period, per Participant. Counseling sessions shall be per unique presenting problem for issues or concerns directly impacting the Participant. Counseling sessions are provided when the assessment reveals that the presenting problem has a reasonable and likely chance of improving as a result of short-term counseling that is focused on problem resolution. Notwithstanding any provision to the contrary, Service Provider shall not cover any counseling sessions beyond the limit noted above, unless agreed to in writing by Service Provider.
2. Referral to appropriate healthcare benefit and/or clinical resources in the community in situations where the Participant's presenting problem warrants long-term treatment, hospitalization or a more specialized level of care.
3. 24 hours per day/ 7 days per week/ 365 days per year toll-free telephone access to a mental health clinician.
4. Legal Referrals & Discounted Fees: One free 30-minute telephone or in-person consultation with a licensed attorney, per every 12-month period beginning each Performance Period, per Participant.
5. Financial Consultation: Unlimited telephonic consultations with an appropriate Financial Consultant.
6. Identity Monitoring and Theft Recovery: Credit monitoring and telephonic consultation services to help recovery from and minimize the impact of a breach of identity.
7. Tobacco Cessation: Online educational tools and unlimited access to the applicable Anthem website for information and referral.

B. BASIC SERVICES



Basic Services

By checking this box, Group has elected to receive the Core Services as listed in section A as well as the Basic Services listed below. Fees and charges for the Basic Services shall be in accordance with the *Participant Fee Exhibit* attached to this Agreement.

1. Program Orientation

- a. Orientation regarding how to access Covered Services is available on the applicable Anthem website.

2. Training

- a. On a fee for service basis, onsite and electronic training for Participants, including training provided at wellness seminars and at health fairs.

3. Critical Incident Response (CIR)

- a. On a fee for service basis, CIR onsite services are available to Group's employee Participants when they have experienced a traumatic event at Group's workplace. A licensed clinician will be located onsite to meet with affected Participants, to educate and process their experiences and reactions in a group setting. CIRs are subject to the limitations of the attached Agreement, the Covered Services and corresponding exclusions.

4. Work Life Services

- a. Information and web-based referrals for child and adult care, and daily living resources are available on the website.

5. Promotional Materials-

- a. Promotional materials will be provided that explain the EAP Services and assist Employer in promoting the EAP to employees. Within a reasonable period of time after the Effective Date of the Schedule, Anthem will provide the Employer with appropriate promotional materials. Employer may request additional documents to educate new employees, and a reasonable supply as determined by Anthem in order to re-educate existing employees. Anthem shall send such materials to Employer in bulk, unless mutually agreed to otherwise by both Parties.

6. Activity Reporting

- a. An annual utilization report will be provided to Group upon request.

C. LIMITATIONS

- 1. In those situations where a Participant's needs are beyond the scope of the Covered Services described herein or as reasonably interpreted by Service Provider, the Participant may be referred to a local resource or the Group's group health plan or health benefit/insurance plan for services that are not a part of or covered by the terms of this Agreement.
- 2. Under the terms of this Agreement, Critical Incident Response Services shall be limited to "short-term" interventions. Service hours in excess of the contracted upon amount shall be billed on a fee for services basis.
- 3. Service Provider will not be liable for any failure to perform any of its obligations hereunder by reason of acts of God or the elements; acts, delays and failures to act by governmental authorities; riots, insurrections, terrorism, sabotage and war; interruption, suspension, curtailment or other disruption of utilities; or other matters beyond such party's reasonable control.

D. EXCLUSIONS - Covered Services do not include the following:

1. Inclusion or exclusion of any particular service or benefit under an EAP Participant's other coverage, such as a group health plan or health benefit/insurance plan.
2. Evaluations or reports for a legal proceeding.
3. FFD/DOT/NRC evaluations, unless otherwise purchased by Employer on a fee for service basis.
4. Authorizations for an employee to take a leave of absence or time off from the workplace.
5. Counseling mandated by a court of law or government agency, unless otherwise covered under this Services Overview.
6. Specialized treatment or evaluations required as a condition of parole, probation, custody, visitation or forensic evaluations.
7. Determinations or reports related to Family Medical Leave Act or short/long term disability.
8. Any onsite service where the safety of the Provider would be considered at risk.

ELIGIBLE PARTICIPANT FEE EXHIBIT

This Participant Fee Exhibit shall be effective from October 1, 2025 through September 30, 2026.

1. The Participant Fee is .49 per Eligible Participant per month
2. On-site or virtual Critical Incident Response services in excess of those outlined in SERVICES EXHIBIT, will be billed at \$450.00 per hour, per service provider.
3. On site or virtual Program Orientation, Training, or Health/Benefit Fairs in excess of the services outlined in SERVICES EXHIBIT, will be billed at \$350.00 per hour, per presenter/representative.
4. **Specialized Services**
 - a. Fitness for Duty Evaluations will be billed at [\$7,020.00] per case.
 - b. Department of Transportation/Substance Abuse Professional Evaluations will be billed at [\$4,220.00] per case.
 - c. Nuclear Regulatory Commission/Substance Abuse Expert Evaluations will be billed at [\$4,220.00] per case.
5. Additional Covered Services and alternative rate schedules may be available to Group upon Service Provider's discretion and written agreement.
6. Group will reimburse all mutually agreed upon travel costs of Service Provider and/or subcontracted vendors retained by Service Provider to provide any additional services beyond those listed in this Agreement.

[BINDING ARBITRATION EXHIBIT

ALL DISPUTES INCLUDING BUT NOT LIMITED TO DISPUTES RELATING TO THE DELIVERY OF SERVICES UNDER THE POLICY/PLAN OR ANY OTHER ISSUES RELATED TO THE POLICY/PLAN AND CLAIMS OF MEDICAL MALPRACTICE MUST BE RESOLVED BY BINDING ARBITRATION, IF THE AMOUNT IN DISPUTE EXCEEDS THE JURISDICTIONAL LIMIT OF SMALL CLAIMS COURT. It is understood that any dispute including disputes relating to the delivery of services or any other issues, including any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration and not by a lawsuit or resort to court process except as Kentucky law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. GROUP AND SERVICE PROVIDER AGREE TO BE BOUND BY THIS ARBITRATION PROVISION AND ACKNOWLEDGE THAT THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION IS WAIVED FOR BOTH DISPUTES RELATING TO THE DELIVERY OF SERVICE UNDER THE POLICY/PLAN OR ANY OTHER ISSUES RELATED TO THE POLICY/PLAN AND MEDICAL MALPRACTICE CLAIMS.

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this Binding Arbitration provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, state law governing agreements to arbitrate shall apply.

The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

The arbitration is initiated by Group making a written demand on Anthem Blue Cross Blue Shield. The arbitration will be conducted by a single neutral arbitrator from Judicial Arbitration and Mediation Services ("JAMS"), according to JAMS' applicable Rules and Procedures. If for any reason JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by a single neutral arbitrator from another neutral arbitration entity, by agreement of the parties or by order of the court, if agreement cannot be reached. If the parties cannot agree on the individual neutral arbitrator, the arbitrator will be selected in accordance with JAMS Rule 15 (or any successor rule).

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. Unless Group and Service Provider agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.