



EMPLOYEE ASSISTANCE PROGRAM SERVICES CONTRACT

THIS CONTRACT is entered into this **1st day of August, 2026**, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board" or "FCPS") and **KY SERVICES, LLC**, 3150 Custer Dr, Lexington, KY 40517 ("Second Party" or "Provider").

A. PARTIES: This contract establishes the engagement of **KY Services, LLC (hereinafter referred to as "Provider")** to administer the Employee Assistance Program (EAP) for the **Board of Education of Fayette County, Kentucky, Human Resources Department (hereinafter referred to as "Board")** during the 2026–2027 school year. As a provider with the specialized expertise and resources described herein, Provider will deliver confidential, short-term, solution-focused counseling services for eligible employees and their immediate family members. **The Board and the Provider may collectively be referred to as the "Parties."**

B. PURPOSE: The purpose of this contract is to provide confidential Employee Assistance Program (EAP) short term counseling services to eligible FCPS employees and their immediate family members.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

Contract Terms and Conditions

1. SCOPE OF SERVICES AND INDEPENDENT CONTRACTOR STATUS: The Second Party shall provide to the Fayette County Public Schools, as an independent contractor, short-term, solution-focused EAP counseling services under the direction of **Christina Sexton, Director of Employee Wellness.**

- **Service Limitation:** EAP services under this Agreement are strictly limited to short-term, solution-focused counseling. The services do not include or cover medication management, psychiatric evaluation, psychological assessments or long-term therapeutic treatment.
- **Referral:** If the clinical assessment indicates a need for services beyond the scope of this Agreement, the Provider shall offer appropriate referrals to outside community resources. If the employee chooses to continue with the Provider after exhausting the allotted EAP sessions, the ongoing services will transition to the Employee's health insurance or private pay arrangement, subject to the Provider's acceptance of those payment terms.



2. SERVICE PROVISION DETAILS: The Second Party shall provide EAP counseling services to eligible FCPS employees and their immediate family members during the contract term.

- **Location:** Services can be accessed **in-person** at **any KY Services location (Lexington, Danville, or Paducah)** or provided **virtually** (telehealth), as mutually agreed upon by the Provider and the client.
- **Identification Requirement:** **To receive services, the eligible FCPS employee must present their current FCPS identification badge. Eligible dependents must present a copy of the employee's FCPS identification badge along with noting their relationship to the FCPS employee upon registration.**

3. ELIGIBILITY AND SESSION ALLOCATION: a. **Eligible Participants:** Services shall be available to all currently employed full-time and part-time staff and their immediate family members. b. **Session Allocation:** Each eligible FCPS employee will be allotted **three (3) EAP counseling sessions** for the current contract period (August 1, 2026- June 30, 2027). This allotment can be used entirely by the employee, entirely by one or more eligible family members, or split between the employee and eligible family members. c. **Session Carryover:** Unused sessions do not carry over to the subsequent school year and expire on June 30th annually.

4. COMPENSATION AND PAYMENT: The Board agrees to pay the Second Party for the services provided in this contract at a fee of **\$80/per session**. The total amount of this contract shall **not exceed \$50,000** for the contract period August 1, 2026 - June 30, 2027, **this includes mandatory EAP services.**

5. INVOICING: The Second Party shall submit to the Fayette County Board of Education, Office of Human Resources, an invoice for services rendered under this contract monthly detailing services rendered and the number of sessions utilized. FCPS agrees to pay undisputed invoices within thirty (30) days of receipt.

6. DEBARMENT AND SUSPENSION: The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

7. MODIFICATIONS: This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

8. STATUS OF STAFF: The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

9. TERM AND TERMINATION: a. **Term:** This Agreement shall commence on the Effective Date of August 1, 2026, and continue through June 30, 2027, unless terminated earlier as provided



herein. This Agreement may be renewed for successive one-year terms upon mutual written agreement of both parties. b. **Termination:** Either party shall have the right to terminate this agreement: i. **For Cause:** Immediately upon written notice if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice. ii. **Without Cause:** Upon sixty (60) days written notice (either personally delivered or served by some form of return receipt mail evidencing delivery) to the other party.

10. LEGAL COMPLIANCE: Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

11. CONFIDENTIALITY AND HIPAA COMPLIANCE: The Provider acknowledges and agrees that all client information is highly confidential. The Provider shall maintain the confidentiality of all EAP interactions in accordance with all applicable state and federal laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- **Reporting:** The Provider shall not release the names of employees or family members using the service to FCPS, nor shall the Provider release any information about the nature of the issue, without the written consent of the client, unless required by law (e.g., duty to warn, child abuse reporting). The Provider shall provide FCPS with aggregate, non-identifying utilization reports quarterly for the purpose of contract management and evaluation.

12. NON-DISCRIMINATION: The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

13. FERPA COMPLIANCE (APPLICABILITY NOTE): The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99). (Note: While EAP services generally do not involve student records, this clause is standard for FCPS contracts and is retained for comprehensive compliance.)

14. BACKGROUND CHECK REQUIREMENT (APPLICABILITY NOTE): Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check ... (Note: This clause is standard for FCPS contracts. If KY SERVICES, LLC staff will not be on school grounds on a "regularly scheduled and continuing basis" to provide services directly to students, this clause may be non-applicable, but it is retained here as a requirement if the conditions are met).

15. CONFLICTS OF INTEREST: KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN



CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES

16. INDEMNIFICATION:

To the extent approved by law, The Provider agrees to indemnify, defend and hold harmless FCPS, its officers, employees and agents from and against any and all claims, demands, losses or liabilities, including reasonable attorney's fees, arising out of or resulting from the provider's negligent acts, errors, or omissions in the performance of the services under this Agreement.

17. INSURANCE: The Provider shall maintain, at its sole expense, during the term of this Agreement, Professional Liability (Malpractice) Insurance, Commercial General Liability Insurance, and Workers' Compensation Insurance in amounts deemed adequate and acceptable to FCPS.

18. SEVERABILITY: If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

19. GOVERNING LAW AND VENUE: This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

20. ENTIRE AGREEMENT: This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

KY Services, LLC

Signature _____

Name _____

Title _____

Date _____

LEGAL IN: sdc ___ CAB. IN: ___

Fayette County Board of Education

Signature _____

Name Jennifer Dyar

Title CHRO

Date 6/15/2020

AG