

## **EMPLOYEE ASSISTANCE PROGRAM AGREEMENT**

This Employee Assistance Program Agreement (the “**Agreement**”) is made and entered into as of the 1st day of January, 2026, (“**Effective Date**”) between Carle Health Care Incorporated d/b/a Carle Physician Group, an Illinois not-for-profit corporation (“**Carle**”), and Rantoul City Schools, a public school system, with its principal place of business at 1 Aviation Center Drive, Rantoul, IL, 61866 (“**Client**”). Unless the context of the sentence would provide a different interpretation, Carle and Client may be collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

### **RECITALS**

**WHEREAS**, Carle offers an Employee Assistance Program (“**EAP**”) with services that include assessment, counseling, referral and case management for personal issues such as substance abuse, marital and family issues, emotional concerns and difficulties;

**WHEREAS**, Carle employs providers or has contracted with various providers who are qualified, skilled and experienced to provide EAP services;

**WHEREAS**, Client desires to provide for its employees an EAP pursuant to the terms and conditions contained herein; and

**WHEREAS**, Carle has the ability to provide an EAP to Client pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the above mentioned recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

### **ARTICLE I: DUTIES OF CARLE**

- 1.1 **Program Activities.** Carle shall provide the following program activities:
- a. Assist Client in developing an EAP policy that will be distributed to its employees.
  - b. Conduct one (1) sixty (60) minute training session(s) for supervisors on procedures to help employees access the program. Additional sixty (60) minute sessions can be purchased for \$250.00 each.
  - c. Provide two (2) fifteen (15) minute orientation sessions to educate all employees on EAP policy, benefits and procedures. Additional orientations can be purchased for \$100.00 each.
  - d. Provide written EAP information to each employee describing the program and how to access services.
  - e. Prepare a letter for distribution by Client to household members informing them of the benefits of the EAP.
  - f. On a quarterly basis, distribute posters that illustrate common employee concerns.
  - g. Provide up to four (4) hours of educational presentations. Client may select workshops based on results of the needs assessment from employee orientations. Additional programs can be purchased for \$250.00 per hour.
  - h. Provide consultation with supervisory staff on specific employee problems.
  - i. Offer six (6) assessment and/or short-term counseling sessions per person/per problem type per year for employees and family members. Appointments are offered within three (3) working days of the initial intake call.

- j. Provide a twenty- four (24) hour crisis line for employees or family members who need assistance outside designated business hours.
  - k. Conduct up to two (2) hour critical incident stress debriefings to assist Client and its employees during and following traumatic workplace events.
  - l. Provide follow up and case management of employees who are referred to other community resources.
- 1.2 Administrative/Consultative Activities. Carle shall provide the following administrative and consultative activities:
- a. Provide quarterly statistical reports on EAP usage within thirty (30) days of the end of the preceding quarter.
  - b. Meet periodically with the designated Client representative to report on program activity and progress.
  - c. Provide consultation on established policy and procedures regarding substance abuse, workplace violence, sexual harassment, and other issues that impact performance.
  - d. Comply with state and federal law governing the confidentiality of patient information.

## **ARTICLE II: DUTIES OF CLIENT**

- 2.1 Client Duties. Client shall be responsible for the following duties:
- a. Provide copies of its personnel policies, health benefit coverage, employee roster and other necessary documents to Carle.
  - b. Continue to designate a staff liaison that has appropriate authority, knowledge and interest in the EAP to act as the on-site coordinator and assist in implementation of the program.
  - c. Assist in the orientation, training, and educational processes by providing the necessary space, time and equipment to conduct the sessions.
  - d. Pay any postage for correspondence to employees and their families announcing or publicizing the program.
  - e. Distribute promotional and educational materials to all eligible employees.
  - f. Inform Carle of any organizational change that may affect EAP.
  - g. Assess program effectiveness by assisting in the EAP evaluation process.

## **ARTICLE III: TERM AND TERMINATION**

- 3.1 Term. The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date (the “**Term**”) unless as otherwise terminated earlier as provided for herein.
- 3.2 Termination. This Agreement shall be terminated on the occurrence of any of the following:
- a. Termination for Cause. Either Party may terminate upon a material breach of the Agreement by the other Party. The non-breaching party will give thirty (30) days written notice to the breaching party describing the material breach and afford the breaching party the opportunity to cure a breach within such thirty (30) day period.
  - b. Termination Without Cause. This Agreement may be terminated by either Party without cause by providing the other Party sixty (60) days prior written notice of such termination.
- 3.3 Effect of Termination. Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination including, without limitation payment for the EAP by Client to Carle and expenses incurred prior to the date of termination.

#### ARTICLE IV: COMPENSATION

- 4.1 In consideration for Carle's provision of the EAP, Client will pay Carle per-employee fee of \$40.00 ("**Fee Per Employee**"). The total Fee Per Employee for the Term will be \$14,560.00 based on the current population of **364** employees at Client. Client will pay as follows:
- a. Four equal quarterly installments of \$3,640.00 payable on the first (1<sup>st</sup>) day of each calendar quarter.
  - b. If the client elects to pay the full amount due, the payment will be: \$14,560.00 due on February 1, 2025.
- 4.2 A separate invoice will reflect any fee-for-service charges for educational seminars and stress debriefings beyond the number stated in this Agreement and agreed upon in advance by Client and Carle.
- 4.3 Fees for professional services rendered by resources other than EAP counselors will be the responsibility of the employee and/or his or her group medical insurance.

#### ARTICLE V: GENERAL PROVISIONS

- 5.1 Limited Offer. The offer contained in this Agreement is void if not accepted by signature of Client's authorized representative on or before February 1, 2026.
- 5.2 Independent Contractor. The relationship between the Parties shall at all times be that of independent contractors. No provision of this Agreement is intended to or shall be construed to render one Party an agent, employee, partner or servant of the other Party. Neither party shall represent to any third person or entity that it is authorized to enter into any contract for or on behalf of the other party. Neither party shall execute any contract for or on behalf of the other nor attempt to bind the other to any obligation. Each party shall be solely responsible for compensating its employees or contractors who perform services hereunder and making all tax withholdings, including paying such payroll and other employment related taxes as required by U.S. or foreign laws. Each party hereby agrees to defend, indemnify and hold the other party harmless from the same. This Agreement is not intended to inure to the benefit of or create any rights in any third parties.
- 5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the principles of conflict of law. Venue and jurisdiction are exclusive to the state and federal courts situated in Champaign County, Illinois.
- 5.4 Amendment. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision in this Agreement be effective except by an instrument in writing and signed by all parties.
- 5.5 Severability. If any provision of this Agreement shall be found to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 5.6 Limited Renegotiation. Notwithstanding any other provision of this Agreement, if at any time while this Agreement is in effect, any governmental agency or other authoritative body having jurisdiction over the terms and conditions of this Agreement, passes, issues or promulgates any law, rule, regulation, standard or interpretation, or materially changes its current position as to the interpretation of any existing law, rule, regulation or standard, in a manner that would prohibit,

restrict, limit or render illegal the relationship described in this Agreement, or if any governmental entity issues a written allegation or otherwise provides notice to a Party to the effect that the relationship described in this Agreement violates any law, rule or regulation (collectively referred to as “**Changed Standards or Interpretations**”), then a Party may give notice to the other Party of its intent to amend this Agreement to bring it into compliance with these Changed Standards or Interpretations. If this Agreement is not amended in writing by mutual agreement within thirty (30) days after notice is given, then the Party giving notice shall have the right to terminate the Agreement effective at the end of the thirty (30) day notice period.\

5.7 No Third-Party Beneficiaries. This Agreement is not intended to benefit, and does not benefit any person or entity other than the Parties.

5.8 Assignment. Neither this Agreement, nor the rights or obligations created by this Agreement may be assigned or delegated in whole or in part, whether voluntarily, by operation of law or otherwise, without the prior written consent of the other Party.

5.9 Notices: Any written notice, demand, or communication required or permitted under this Agreement shall be given by hand-delivery or by first-class certified mail, return receipt requested to the affected party at the address below. All notices given in the manner prescribed in this paragraph shall be deemed properly served upon receipt.

To CLIENT:  
Rantoul City Schools  
1 Aviation Center Drive  
Rantoul, IL 61866

ATTN: Thomas Magers

To CARLE:  
Carle Health Care Incorporated  
d/b/a Carle Physician Group  
611 W. Park Street  
Urbana, IL 61801  
Attn: Linda Culton, EAP Clinical Supervisor

5.10 Equal Opportunity. Each Party represents that it is that Party’s policy to provide equal opportunity to persons regardless of race, religion, age, gender, disability or other classification within federal, state and local statutes, regulations or ordinances.

5.11 Authority to Contract. Each Party represents and warrants that it is duly organized and in good standing under the laws of the State in which it is incorporated and is qualified to do business in and in good standing in all other jurisdictions in which the Party conducts business. Each Party has the power and other authority to execute, deliver and perform this Agreement. This Agreement and all documents and agreements required to be delivered by a Party hereunder will be legal, valid, and binding obligations of the other Party enforceable in accordance with their terms in each case.

5.12 No Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by either Party shall be deemed to imply or constitute a waiver of a breach of the same condition or covenant in the future, or a waiver of a breach of any other condition or covenant of this Agreement.

5.13 Non-Effect of Headings. The various headings and captions used in this Agreement, and the grouping of the provisions of this Agreement into separate sections or paragraphs, are for information, ease of reference and convenience only, and do not limit, expand, construe or modify the contents of any provision.

- 5.14 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Client and Carle shall neither be entitled to benefits other than those herein specifically enumerated.
- 5.15 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Client and Carle by an official, or officials of each, specifically authorized to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their duly authorized representatives.

**CARLE HEALTH CARE INCORPORATED**  
**d/b/a Carle Physician Group**

**CLIENT**

Signature:	<u>Lauren Schmid</u>	Signature:	<u>Thomas Magers</u>
Name:	<u>Lauren Schmid</u>	Name:	<u>Thomas Magers</u>
Title:	<u>Executive VP</u>	Title:	<u>Director of Human Resources</u>
Date:	<u>12/16/2025   5:57 PM CST</u>	Date:	<u>12/17/2025   9:08 AM CST</u>