

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

THIS EMPLOYEE ASSISTANCE PROGRAM AGREEMENT (“Agreement”) is made and entered into this **1st day of July**, 2018, by and between CABELL HUNTINGTON HOSPITAL, INC. (“the Hospital”) and the Marshall University Joan C. Edwards School of Medicine (“the Institution”).

WHEREAS, the Hospital operates an employee assistance program (“EAP”) for its employees and is willing to make available those services customarily provided by an EAP (“EAP services”) to other institutions in the region; and

WHEREAS, the Institution desires to provide certain EAP services to its own medical students, as more fully described in this Agreement, subject to the terms and conditions set forth herein.

The medical school provides employee assistance through a comprehensive (EAP) benefit in the following ways:

- a. The existence of the EAP demonstrates that the school truly cares about the wellbeing of its students.
- b. There is a defined process for accessing EAP resources and services.
- c. There is a clear delineation of what student information is available to the medical school and what information is kept confidential during EAP.
- d. There is a system for monitoring the value of the EAP program through student feedback and annual reports tracking utilization of resources, institutional student trends, and identified EAP needs for the future.

NOW, THEREFORE, the parties hereby agree as follows:

1. Duties and Responsibilities of the Hospital. The Hospital shall have the following duties and responsibilities:
 - a. The Hospital shall provide EAP services as more fully described in Exhibit A, which is attached hereto and incorporated by reference.
 - b. The Hospital shall use qualified and experience personnel to perform the EAP services sought by the Employer.

- c. The Hospital shall make referrals to appropriate professionals for those individuals covered under this agreement who require counseling or medications or the services of physicians, psychiatrists or psychologists. **The Institution specifically acknowledges and agrees that the Hospital is not responsible for and is not being compensated for providing the services of physicians, psychiatrists or psychologists or for obtaining prescriptions for medications for those individuals covered under this agreement. However, individuals under this agreement needing such testing can choose to receive it from the Hospital using private insurance or private pay, or by referral to another provider.**

2. Duties and Responsibilities of the Institution. The Institution shall have the following duties and responsibilities:

- a. The Institution shall inform its students about the availability of EAP services. Upon request, the Hospital shall provide personnel and documents to assist in this information process, depending on the nature and extent of the EAP services selected by the Institution in Exhibit A.
- b. The Institution shall designate a qualified employee to serve as a coordinator for EAP services, who shall be the Hospital's day-to-day contact for matters related to providing EAP services pursuant to this Agreement.
- c. The Institution shall respect each student's privacy rights and shall not seek to obtain protected health information (as that term is defined by 45 C.F.R. Section 164.501 of the HIPAA Final Privacy Rule) from the Hospital without the written authorization of the covered individual.

3. Compensation. The Institution shall pay the following amounts to the Hospital as compensation for the EAP services provided pursuant to this Agreement:

- a. A fee of \$22.00 per person for a total 300 students, which equals \$6,600.00. That fee may be paid in twelve equal monthly installments of \$550 each on the first day of each month of the term of the Agreement.
- b. Those amounts set forth in Exhibit A. Unless otherwise agreed by the parties, payments shall be due monthly within thirty (30) days of

receipt of an invoice from the Hospital for the previous month's services.

- c. The compensation set forth in Exhibit A may be adjusted during the term of this Agreement upon thirty (30) days prior written notice from the Hospital to the Institution. Such adjusted compensation shall become effective as of the end of the thirty (30) day period unless Institution elects to terminate this Agreement pursuant to Paragraph 4.b., in which case the compensation set forth in Exhibit A shall remain unchanged until the effective date of termination.

4. Term and Termination. This Agreement shall be for an initial term of one (1) year.

- a. Unless terminated pursuant to Paragraph 4.b. below, this Agreement shall automatically renew for one or more terms of equal length to the initial term.
- b. Either party may terminate this Agreement at any time with or without cause upon sixty (60) days written notice to the other party.

5. Governing Law. The parties mutually agree that the laws of the State of West Virginia shall govern all aspects of the Agreement and submit to the jurisdiction of the Circuit Court of Cabell County, West Virginia.

6. Assignment. This Agreement shall not be assigned by either party without the expressed written consent of the other party. However, nothing in this paragraph shall prevent the Hospital from contracting with qualified individuals to provide EAP services under the Hospital's overall direction and control.

7. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

8. Relationship. Nothing in this Agreement, nor shall be construed, to create an employer-employee relationship, a joint venture relationship or a lease or landlord-tenant relationship between the parties hereto.

9. Amendment. This Agreement may be amended, revoked, changed or modified at any time, but only by a written agreement executed by both parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

10. Access to Records. In the event that Section 952 of the Omnibus Reconciliation Act of 1980, Public Law 96-499, as amended, is applicable to this

transaction due to the provision of services which have an annual value in excess of \$6600.00, the parties hereby agree as follows:

Until four years have expired after the furnishing of services by one party to the other pursuant to this Agreement, the party furnishing services and its subcontractors shall make available, upon written request of the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, all books, documents, and records of the party furnishing services and its subcontractors that are necessary to certify the nature, extent and cost of such services.

11. Notice. Any and all notices, designations, consents, offers, acceptances or other communications provided for herein shall be given to all parties in writing, either by receipted personal delivery or by registered or certified mail, return receipt requested, addressed to the addressee shown below, unless notice of a change of address is furnished to all parties in the manner provided by this section.

TO HOSPITAL

Cabell Huntington Hospital, Inc.
1340 Hal Greer Boulevard
Huntington, WV 25701
Attn: Vice President &
General Counsel

TO INSTITUTION

Marshall University JCESOM
1600 Medical Center Drive
Suite 3400
Assistant Dean of Student
Affairs

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof; this Agreement supersedes any and all other agreements, either in writing or oral, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and date first above written.

CABELL HUNTINGTON HOSPITAL, INC.

By



Its

President & CEO

Institution/ Marshall University
JCESOM

By



Its

Asst. Dean of Student Affairs

EXHIBIT A

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

Cabell Huntington Hospital, Inc. shall provide the Employee Assistance Program (“EAP”) services designated below to the following institution.

Name of Institution: JCESOM

CHECK IF TO BE PROVIDED	DESCRIPTION OF SERVICE	COMPENSATION – INCLUDE PAYMENT INTERVALS IF NOT MONTHLY
	<p>Coverage-</p> <p>(1) All medical students and their immediate family members are covered for the services below.</p> <p>(2) <i>Immediate family members</i> include spouses and dependent children under the age 26</p> <p>(3) <i>In the event of a student’s death, services will extend for their immediate family members for one year following the student’s date of death.</i></p>	
	<p>Intervention Services</p> <p>Counseling-</p> <p>(1.) Provide consultation and assessments as needed by Assistant Dean of Student Affairs. Make a referral to an appropriate counselor to address client’s concerns.</p> <p>OR</p> <p>Provide brief, short-term problem resolution counseling as well as referrals to mental or medical health service providers. The student or family member is eligible to receive this service again during the same contract year if/when another / other situations arise.</p>	<p>Included in fee</p> <p>Included in fee</p>

	Crisis Management Intervention- (1.) Provide on-site support in the aftermath of an accident or death in which students need crisis or stress debriefing. \$100/hr.	\$100 per hour
	Education and Skill Development- (1) Provide one (60 minute) Substance Abuse in-service per year upon the request of the Assistant Dean of Student Affairs. (2) Additional in-services are available at the rate of \$100/hr.	Included in fee \$100 per hour.
	Consultation Services- (1) In consultation with the Assistant Dean of Student Affairs, assess student needs and make recommendations regarding intervention options as needed.	Included in fee
	Monitoring and Follow-up- (1) On or around the anniversary date of the contract, EAP will send a summary of the year's activity to the Assistant Dean of Student Affairs. (2) EAP will provide a means for both parties to evaluate the effectiveness of costs of employee assistance. EAP will make recommendations to increase effectiveness of the EAP.	Included in fee Included in fee
	Availability- (1) Office hours are 8 a.m. –5 p.m., Monday-Thursday. (2) Friday appointments are available upon request. (3) In case of emergency, the EAP Coordinator may be contacted at the after hours number listed below. (4) However, the EAP Coordinator is not able to guarantee availability at that	

	<p>number at all times.</p> <p>(5) In the case of an emergency including potential harm to self or others, call 911, or go to the closest hospital Emergency Department.</p> <p>Danny Hodges, L.P.C., A.D.C. Coordinator, Employee Assistance Program 517 Ninth street, 2nd Floor Huntington, WV 25701 Office 304- 526-2633 Email: james.hodges@chhi.org</p> <p>Tresa Litteral Coordinator, CHH Counseling Center Office 304-526-2049 Email: tresa.litteral@chhi.org</p> <p>After hours pager number: (304) 526-3835</p>	
	<p>Other (Describe)</p>	

Disclaimer: Although therapeutic and consulting services (counseling/coaching) are often found to be beneficial for those who are willing to invest their time and energy in such services, Cabell Huntington Hospital, Inc., and its Employee Assistance Program does NOT guarantee any results for either students or institutions.