

R1900567

COUNSELING SERVICE AGREEMENT

THIS COUNSELING SERVICE 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 a Counseling Center and the Institution desires to provide its students with a counseling service benefit at the Counseling Center; and

WHEREAS, the parties agree to provide counseling services to the Institution's medical students, as more fully described in this Agreement, subject to the terms and conditions set forth herein.

General Description

The institution provides students counseling services through the Hospital's Counseling Center subject to the following:

- a. The existence of the counseling service benefit demonstrates the Institution's care and concern for the wellbeing of its students.
- b. There is a defined process for accessing counseling services.
- c. There is a clear delineation of what student information is available to the Institution and what information is kept confidential related to counseling services accessed through the Institution.
- d. There is a system for monitoring the value of the counseling service benefit through student feedback and annual reports tracking utilization of resources, and institutional student trends.

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 counseling services as more fully described in Exhibit A, which is attached hereto and incorporated by reference.
 - b. The Hospital shall only use qualified counseling personnel to provide counseling services to students.

- c. The Hospital shall make referrals to appropriate professionals for those individuals covered under this agreement who require 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 counseling services. Upon request, the Hospital shall provide personnel and documents to assist in the provision of this information.
- b. The Institution shall designate a qualified employee to serve as a contact for the counseling services, who shall be the Hospital's day-to-day contact for matters related to providing counseling 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 Omnibus 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 counseling services provided pursuant to this Agreement:

- a. A fee of \$20,000 per year. That fee may be paid in twelve equal monthly installments of \$1,666.67 each on the fifteenth day of each month of the term of the Agreement.
- b. For services not covered by this Agreement but agreed upon by the parties, payments shall be due monthly within thirty (30) days of receipt of an invoice from the Hospital for such 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 prior written notice to the other party.
 - c. At the end of the initial term, the Hospital and Institution will review the utilization vs. fee of the program and may re-negotiate the contract fee if either the Hospital or the Institution deems it necessary.
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.
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 \$10,000, 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

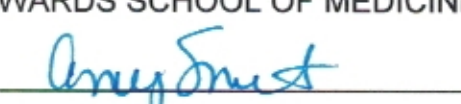
12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof; this Agreement supersedes any and all other agreements, either in writing or oral, between the parties hereto with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

MARSHALL UNIVERSITY JOAN C.
EDWARDS SCHOOL OF MEDICINE

By 

By 

Its President & CEO

Its Asst. Dean of Student Affairs

EXHIBIT A

COUNSELING SERVICES AGREEMENT

Cabell Huntington Hospital, Inc. shall provide the counseling services described below to the following Institution.

Name of Institution: Marshall University Joan C. Edwards School of Medicine (JCESOM)

DESCRIPTION OF SERVICE	COMPENSATION
<p>Coverage:</p> <p>(1) All current JCESOM medical students are covered for a total of ten (10) sessions involving one or more of the following: individual counseling, couple counseling, family counseling, group counseling, or counseling in response to a referral of a medical student from the WV Medical Professionals Health Program.</p> <p>(2) The ten sessions are counted within the JCESOM fiscal year, which runs from July 1 – June 30.</p> <p>(3) Cancellation policy:</p> <ul style="list-style-type: none">• No-shows, or appointments canceled without 24 hour notice (except for in the case of sudden illness or emergency), will count as one used session.• After two consecutive no-shows, all of the student's future appointment will be canceled, and the student will need to contact the Center's front desk to discuss the possibility of resuming treatment.• If a student accumulates three no-shows within a two-month period, all future appointments will be cancelled and the Manager will determine whether treatment can be resumed.• If the student accumulates more cancellations/no-shows than kept appointments, all future appointments will be canceled and the Manager will determine whether treatment can be resumed. <p>(4) Once the student has used all ten sessions, the student has the option of continuing with his or her counselor through the use of insurance or</p>	<p>Included in fee</p>

	<p>private pay.</p> <p>(5) For a student who remains active into the following fiscal year, the ten covered sessions will renew on July 1st.</p> <p>(6) <i>In the event of a student's death, services will extend to the student's spouse or domestic partner for one year following the student's date of death.</i></p> <p>(7) <i>Extension of services in other circumstances will be at the discretion of and upon the mutual agreement of the parties.</i></p>	
	<p>Counseling Services:</p> <p>(1) Individual counseling: student meets one-on-one with counselor working on issues individually.</p> <p>(2) Couple counseling: student with spouse or domestic partner working on relational issues.</p> <p>(3) Family counseling: student with any member of immediate family which includes siblings, spouse or domestic partner, siblings-in-law, parents-in-law, dependent children, adult children, or parents.</p> <p>(4) Group counseling: the counseling center runs group therapy sessions that focus on a range of issues such as healthy relationships, anxiety, depression, sexual addictions, and other specialty topics.</p>	<p>Included in fee</p>
	<p>Availability:</p> <p>(1) Appointment hours are Monday: 11 a.m. –7 p.m. Tuesday-Thursday: 8 a.m. – 5 p.m.</p> <p>(2) Immediate availability of appointments cannot be guaranteed. Student intakes will be scheduled at the next available appointment time.</p> <p>(3) In the case of an emergency including potential harm to self or others, the student is to call 911, or go to the closest hospital Emergency Department.</p> <p>(4) In case of another urgent mental health need, a counselor on call can be contacted after hours and on weekends through the pager # 304-526-3835.</p>	

<p>Contacts:</p> <p>Christie Eastman, MA, LPC Counseling Center Manager 517 Ninth street, 2nd Floor Huntington, WV 25701 Office 304- 526-2634 Email: caeastman@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>	
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Disclaimer: Although counseling services 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 Counseling Center do NOT guarantee any results for either students or institutions.