

AGREEMENT

This Agreement is made on this _____ day of _____, 200____, by and between Saint Elizabeth Medical Center, Inc., a Kentucky non-profit corporation (“St. Elizabeth”) and _____ (“Corporation”).

WITNESETH:

WHEREAS, the parties hereto have agreed to effectuate an agreement whereby St. Elizabeth will develop an Employee Assistance Program (“Program”) in order for St. Elizabeth to provide assessment, treatment, and referral services to Corporation’s covered employees and their dependants who are eligible to receive such services (hereinafter referred to collectively as “Participants”) who may suffer from alcohol or drug dependency, or from mental, emotional, psychological, or personality disorders;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **Term of Agreement.**

The initial term of this Agreement shall be for a one (1) year period beginning on _____ . After the initial term, this Agreement shall automatically renew for successive one (1) year terms beginning on the same month and day as referenced in the preceding sentence (“Anniversary Date”) without any further action by either party. Notwithstanding the foregoing, this Agreement may be terminated by either party during any term hereof in accordance with any termination provisions herein.

2. **Duties and Responsibilities of St. Elizabeth.**

The duties and responsibilities of St. Elizabeth under this Agreement shall be as follows:

- a. Generally assist Corporation in the introduction and implementation of Program. This shall include working with Corporation's management and appropriate staff, such as human resources and public relations personnel.
- b. Develop educational materials regarding Program. Such materials shall include, but are not limited to, a Program manual for employee handbooks, training manuals, and posters.
- c. Provide start-up training sessions for Corporation's managers, supervisors, and employees. Such sessions shall be held at Corporation's location and on such dates and times as agreed upon by St. Elizabeth and Corporation. A total of _____ hours of educational and/or training sessions shall be provided to Corporation's managers, supervisors, and employees.
- d. Provide counseling services to Participants regarding behavioral health concerns relating to chemical dependency and mental health conditions. Such counseling sessions shall include assessment, counseling, and referral services. Participants may self-refer to Program or may be referred by management of Corporation. The annual fee for St. Elizabeth's services under this Agreement shall cover up to _____ counseling sessions of one (1) hour in duration for each employee and his/her dependants during any one (1) year term of this Agreement. Such counseling services shall be provided at St. Elizabeth's facility located at 20 Medical Village Drive, Suite 371, Edgewood, Kentucky, 41017, or at such other location as designated by St. Elizabeth.
- e. Provide an initial assessment and counseling session to any Participant in non-emergency cases within three (3) to five (5) working days of each referral to Program.
- f. Provide an initial assessment and counseling session to any Participant in emergency cases within forty-eight (48) hours of each referral to Program.

g. Refer Participants for further counseling or treatment to providers of behavioral health services or other health services when deemed appropriate by St. Elizabeth. Payment of the charges for any such services to which St. Elizabeth may refer a Participant shall not be included in the fees paid by Corporation to St. Elizabeth under this Agreement. In making such referrals for other services, consideration shall be given to the need for, and location, cost, and availability of, such other services.

h. Provide Corporation with a quarterly report that shall include data on the utilization of Program, incidence of problems, types of treatment, results achieved, and the number of referrals made to other providers. The name of any individual Participant shall not be disclosed in any such report.

i. Maintain files and records on each Participant who receives assessment and counseling services through Program. Such files and records are the property of St. Elizabeth and shall remain so at all times. Only St. Elizabeth and the particular Participant shall have access to such files and records unless the Participant signs an appropriate authorization to release his/her files and records, or the disclosure of such files and records is permitted or required by law or court order.

j. Maintain a 24-hour telephone service for calls concerning Program services, pursuant to which St. Elizabeth's staff will be made available to answer calls during normal business hours and an answering service shall answer calls at all other times.

3. Duties and Responsibilities of Corporation.

The duties and responsibilities of Corporation under this Agreement shall be as follows:

a. Promote and publicize the services available to Participants through Program.

b. Provide such meeting places and facilities as may be required for Program planning, education, and orientation sessions.

c. Designate an officer or employee of Corporation to be the coordinator of Program and to work with St. Elizabeth in the day-to-day activities of Program.

d. Identify employees and their dependants who are eligible to receive the services offered through Program.

e. Provide St. Elizabeth with information on Corporation's employees and their dependants as described in Section 4 herein.

f. Schedule and notify Participants and Corporation's personnel who are associated with Program of any planning, training, and orientation meetings for the purpose of explaining, promoting, or reviewing Program.

g. Reimburse St. Elizabeth for the cost of producing any additional brochures, payroll stuffers, newsletter articles, letters, or other items as requested by Corporation in order to promote Program.

4. Compensation.

a. Corporation shall pay St. Elizabeth an annual fee of \$_____ per covered employee for a total of _____ employees. Such annual fee shall be compensation for Program services provided by St. Elizabeth to Participants, and shall be paid to St. Elizabeth on a pro rata quarterly basis. Payments shall be made on the following dates: _____ . Each quarterly payment shall be one-fourth of the annual fee, or \$_____, for a total annual fee of \$_____.

b. Upon each Anniversary Date of this Agreement, Corporation shall provide St. Elizabeth with an update of the number of Corporation's covered employees, and St. Elizabeth's annual fee under Section 4(a) herein shall be based on the updated number of covered employees for the next term of this Agreement beginning on such Anniversary Date.

c. At all times while this Agreement is in effect, if Corporation experiences an increase of ten percent (10%) or greater in the number of its covered employees over the number of employees on which St. Elizabeth's then-current annual fee is based, Corporation shall give immediate notice of such increase to St. Elizabeth. Employer shall be responsible for payment of an additional pro rata fee over the remainder of the then-current term based on such increase in the number of Corporation's covered employees.

d. Any medical testing of Corporation's employees by St. Elizabeth shall be paid by Corporation or by the employee. If Corporation is responsible for the cost of medical testing of employees, any such testing shall be approved by Corporation in advance of being performed and the cost of such testing shall be in addition to any fees paid to St. Elizabeth by Corporation as described herein for Program services. St. Elizabeth shall comply with any employee consent obligations that may be applicable under HIPAA or other Federal or State laws with regard to any such request for approval made to Corporation.

e. The annual fee for St. Elizabeth's services under this Agreement shall cover up to _____ total counseling during any one (1) year term of this Agreement. In the event that utilization of Program services exceeds the session limit, Corporation shall pay St. Elizabeth sixty-five dollars (\$65.00) for each such excess session. The level of utilization of Program services by Corporation's Participants shall be reviewed by St. Elizabeth on a quarterly basis, and St. Elizabeth

shall submit reports on such utilization to Corporation as well as invoices for any applicable excess sessions. Payment of any invoices for excess sessions shall be due within thirty (30) days of receipt by Corporation.

5. Termination of Agreement.

a. During any term of this Agreement, either party may terminate this Agreement without having to specify cause by giving ninety (90) days prior written notice of such termination to the other party.

b. St. Elizabeth may terminate this Agreement upon written notice to Corporation in the event Corporation fails to pay St. Elizabeth any amount owed under this Agreement when such amount is due and such failure continues for a period of fifteen (15) or more days beyond such due date. In the event St. Elizabeth terminates the Agreement under this Section 5(b), Corporation agrees that it shall be responsible for court costs and reasonable attorneys' fees as may be incurred by St. Elizabeth in order to collect payment of amounts owed by Corporation, as well as interest on all amounts owed which shall accrue at twelve percent (12%) per annum from the due date until such date on which all amounts owed are paid in full by Corporation.

c. In the event of any breach of this Agreement by either party (other than by Corporation as described in section 5(b) herein), the non-breaching party may give thirty (30) days prior written notice of termination of this Agreement, provided that such notice includes a reasonable description of the material breach. Notwithstanding such notice of termination, the breaching party shall have the right to cure the breach within the thirty (30) day notice period to the good-faith satisfaction of the non-breaching party, in which event this Agreement shall continue in full force and effect as if such breach had not occurred.

d. Corporation acknowledges that if any Participants receive services on or subsequent to the effective date of termination of this Agreement, regardless of the reason for termination, then such Participants shall have personal responsibility regarding payment to St. Elizabeth for such services in accordance with St. Elizabeth's usual and customary fees.

6. Relationship of the Parties.

In the performance of the duties and obligations imposed on any of the parties by this Agreement, it is mutually understood and agreed that the parties are acting at all times as independent contractors. Other than as specified herein, Corporation shall have no control or direction over the manner, methods, or means by which St. Elizabeth shall perform its services under this Agreement. All personnel employed by St. Elizabeth in connection with Program shall be as deemed employees, agents, servants, or independent contractors of St. Elizabeth and not as employees of Corporation.

7. Indemnification.

a. St. Elizabeth hereby agrees to indemnify, protect, and hold harmless Corporation and its directors, officers, agents, and employees from and against any and all liability, loss, injury, damage, claim, demand, suit, fee, judgment, and defense cost (including reasonable attorneys' fees) incurred by Corporation which arise from, or are related to, any act or omission of St. Elizabeth or its directors, officers, employees, and agents.

b. Corporation hereby agrees to indemnify, protect, and hold harmless St. Elizabeth and its directors, officers, agents, and employees from and against any and all liability, loss, injury, damage, claim, demand, suit, fee, judgment, and defense cost (including reasonable attorneys' fees)

incurred by St. Elizabeth which arise from, or are related to, any act or omission of Corporation or its directors, officers, employees, and agents.

8. Choice of Law and Venue.

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Kentucky, and Kenton County, Kentucky shall be the sole and exclusive venue for any proceeding which arises out of this Agreement.

9. Entire Agreement.

This Agreement constitutes all of the agreements between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.

10. Notices.

a. Any notices required or permitted under this Agreement shall be deemed as given if made in writing and delivered personally, by overnight courier, or by regular U.S. mail, postage prepaid, to the address of the other party as set forth below or such other address as may be provided in writing and transmitted in accordance with this provision:

To Corporation:

To St. Elizabeth:

Employee Assistance Program
St. Elizabeth Medical Center
20 Medical Village Drive, Suite 371
Edgewood, Kentucky 41017
Attn: EAP Director

b. If notice is delivered personally, it shall be deemed as given on the date of delivery.

If notice is sent by overnight courier service, it shall be deemed as given on the next business day after the date of deposit with such courier service. If notice is sent by regular U.S. mail, it shall be deemed as given on the third (3rd) business day after the date of deposit with the U.S. Postal Service.

11. Captions.

The captions of this Agreement are for reference purposes only and shall not be deemed to affect the meaning or substance of any term or provision herein contained.

12. Severability.

In the event any one or more provisions contained in this Agreement shall for any reason be deemed invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been contained herein.

13. Waiver.

If a party waives a breach of any provision of this Agreement by the other party, such waiver shall not operate as a waiver of a subsequent breach of the same or of any other provision of this Agreement, nor impair any party's rights with respect to any other breach of this Agreement.

In addition, no waiver of any provision of this Agreement shall be effective against either party unless confirmed in writing and signed by the party to be charged with the waiver.

14. Modification of Agreement.

This Agreement may be amended or modified at any time, although no amendment or modification of any term or provision herein shall be effective or binding unless made in writing and signed by the parties. Any such valid amendment or modification shall be attached hereto and become a part hereof.

15. Assignment and Delegation.

Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be void and without effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

SAINT ELIZABETH MEDICAL CENTER, INC.

By: _____

Print
Name: _____

Title: _____

CORPORATION

By: _____

Print
Name: _____

Title: _____

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