

## EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

**THIS AGREEMENT** ("Agreement"), is made and entered into on July 1, 2011 (the "Effective Date") by and between **Battle Creek Health System, dba HelpNet Employee Assistance Program** (hereinafter "HelpNet"), a Michigan non-profit corporation and **City of Gahanna, 200 South Hamilton Rd., Gahanna, Ohio 43230** (hereinafter "Client").

**WHEREAS**, HelpNet provides Employee Assistance Program (EAP) services to employers and Client wishes to purchase the services offered, on the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, Client and HelpNet (hereinafter sometimes collectively referred to as the "Parties" and individually, as the "Party") hereto agree as follows:

### I. DEFINITIONS

- A. **EAP Services.** EAP services include first line response to providing prevention, triage, solution focused counseling and/or referral for EAP member. EAP services includes a thorough assessment for EAP Member, seeking or referred for EAP services, to determine if EAP is appropriate service or if more intensive service or care program is indicated. The EAP assessment will result in the formulation of an EAP service plan specific to that EAP Member. If a referral for more advanced services is necessary, HelpNet shall make appropriate referral and facilitate this referral process.
- B. **Solution Focused Brief Counseling.** A form of counseling that seeks resolution of problems in daily living or life challenges. The emphasis is on client strengths and resources, and involves setting and maintaining realistic goals.
- C. **EAP Member.** An individual who is eligible to receive EAP services from HelpNet. EAP service is available to eligible employees and family members of Client.
- D. **Self Referral.** An EAP Member requests services from HelpNet who personally calls for an EAP appointment.
- E. **Job Jeopardy Referral.** A referral from employer for an employee who has reached the final stage of progressive discipline or whose job performance is at an unacceptable level and will lead to termination of employment. A signed Job Jeopardy Referral Form and Client Release Authorization Form are required from the employer to facilitate communication with the employer as outlined in HelpNet's Job Jeopardy Program Procedures.
- F. **Case Closure.** EAP Services are completed or EAP Member is referred for further follow-up with covered provider.

**JUN 20 2011**

## II. RESPONSIBILITIES OF HELPNET

- A. **Provision of Standard EAP Services.** HelpNet agrees to render EAP Covered Services to EAP Member, under the terms and conditions of this Agreement, who have registered with HelpNet. HelpNet shall provide EAP Members the following EAP Services, as clinically appropriate:
1. **Access to EAP Services.** HelpNet will provide a toll-free number for Call Center Services. These services include, but are not limited to, telephone access to intake and appointments, clinical assessment and crisis intervention, triage, information and consultation. HelpNet provides Masters Level Therapists who are available twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year. These crisis-trained therapists have experience in dealing with suicidal, homicidal, or seriously distressed callers. HelpNet will follow relevant practice and take reasonable and appropriate action in maintaining EAP Member safety. HelpNet will provide appropriate follow-up for all contact with the EAP.
  2. **Assessment.** HelpNet shall provide a licensed therapist with a minimum of a Master's degree in a psychologically related field to assess the EAP Member's personal problems and to determine whether Solution Focused Counseling or referral for long-term or specialized services is appropriate. HelpNet will provide continuous follow-up as necessary, to monitor adherence to the agreed upon course of treatment. Court-ordered assessments and treatment are not covered under this Agreement.
  3. **Solution Focused Counseling.** As indicated by the assessment of an EAP Member, HelpNet shall provide Solution Focused Counseling for the EAP Member. The City of Gahanna has a 1-8 session EAP model.
  4. **Referrals.** HelpNet shall make referrals, as necessary, to appropriate resources within the community. HelpNet shall discuss a range of referral options, including, as appropriate, self-help groups and/or professional resources eligible under EAP Member's Benefit Plan. HelpNet will provide information on health insurance coverage provided by Client, to facilitate referral to a covered provider.
  5. **Follow-up.** When HelpNet makes a referral, HelpNet shall maintain contact with the EAP Member until the EAP Member is actively involved in treatment with covered provider to whom EAP Member is referred. If a referral is ineffective or inappropriate, HelpNet will provide a post-referral session to facilitate referral to a different provider.
  6. **Job Jeopardy Referral.** When Client notifies HelpNet that an employee's participation in the EAP is required as a condition of employment, HelpNet will offer an appointment within one (1) to two (2) business days after notification has been received by HelpNet and will provide all services as outlined in Exhibit A, attached hereto and incorporated herein. HelpNet will report conclusions and recommendations to Client, if Client Release Authorization Form has been executed.

7. **Critical Incident Stress Management (CISM).** HelpNet shall provide CISM services including work-site small and/or large group debriefings, grief and loss support, individual support, corporate downsizing support, and telephonic support.
8. **HelpNet Website.** HelpNet provides an interactive website ([www.helpneteap.com](http://www.helpneteap.com)) that provides EAP brochures, forms and newsletters. EAP Services Orientation and Supervisory Training are also available on the HelpNet website.
9. **EAP Services Development and Consultation.** HelpNet shall provide organizational development and ongoing consultation to assist in developing and implementing EAP Services policies and procedures. Management consultation regarding employee performance problems, EAP referrals, conflict resolution, and assistance with implementation, operation, evaluation and modification of the EAP Services is included.
10. **Orientation.** Employee orientations will be made accessible through HelpNet's website ([www.helpneteap.com](http://www.helpneteap.com)) with the purpose of familiarizing EAP Members with EAP Services, how the benefit works, and the services available. The on-line orientation emphasizes employees' self-help and the risks associated with personal problems that are not resolved.
11. **Supervisory Training.** EAP Supervisory Training will be provided on HelpNet's website. This on-line Supervisory Training will clearly define the respective roles and focus on specific skill building for recognition, intervention and referral of the troubled employee.
12. **Promotional Materials.** HelpNet will furnish EAP Services brochures, training and orientation materials, and newsletters to publicize the EAP Services.
13. **Utilization Reports.** HelpNet will provide statistical reports on a quarterly and annual basis. The data included provides confidentiality of the EAP Member(s), according to State and Federal guidelines of confidentiality.

**B. Optional EAP Services**

1. **Life Enhancement Seminars.** Topical seminars and customized presentations are available. Sample topics include Dealing With Difficult People, Effective Communication Skills, Managing Change Effectively, and Sailing Over Stress (S.O.S.). *This is an included service, up to 4 hours per contract year.*
2. **Legal/Financial Referral Services.** This service provides the EAP Member with legal and financial referrals to attorneys and financial professionals in their geographic area. *This is an included service.*
3. **Basic Work/Life Web Service.** Includes article tip sheets, audio and video information on a wide variety of work-life topics, as well as downloadable legal

documents, self-search resources for childcare, elder care, volunteering, camps and much more. *This is an included service.*

4. **Enhanced Work-Life Web Services.** A more comprehensive service that provides the EAP Member with several access options including telephone, online instant messaging and online assisted search. Care Consultants are available twenty-four (24) hours per day, seven (7) days per week to provide customized referrals including childcare, adoption, education, elder care, wellness as well as other additional work/life features. EAP Members receive customized referrals within twelve (12) business hours. *See Exhibit D for pricing.*
5. **Wellness Coaching.** Provides Wellness Coaching with a certified Wellness Coach via phone or web. Includes personalized wellness plans, educational materials, online resources available twenty-four (24) hours per day, seven (7) days per week, articles, tools and tip sheets. *See Exhibit D for pricing.*
6. **Health Risk Assessment.** The Health Risk Assessment is provided online and is non-customizable. Aggregate data is reported to Client. *See Exhibit D for pricing.*

### III. OPERATING STANDARDS

- A. **Confidential EAP Member Information.** HelpNet acknowledges that under this Agreement, HelpNet will be serving both the Client and the EAP Members. Any information acquired by HelpNet from an EAP Member regarding Client's personnel, services, policies, or products shall be considered confidential information that HelpNet shall not disclose unless required by Law.
- B. **Threats of Violence.** HelpNet will immediately report to Client all threats of violence to Client's personnel, facilities, or assets. HelpNet licensed professionals will also report any information to appropriate authorities as defined by and as required by law.
- C. **Objectivity/Arbitration.** In order to maintain objectivity and neutrality that will serve the best interest of Client and its EAP Members, HelpNet will not testify in writing or in person at grievance, hearings, or arbitrations concerning EAP Services provided to EAP Members. If the EAP Member signs a Client Release Authorization Form, giving permission, HelpNet will provide limited information to the Client only as designated on the release.
- D. **Ownership and Record Retention.** All case records, files, data, etc., maintained in conjunction with the EAP Services provided under this Agreement shall be the property of HelpNet. HelpNet shall retain case records pertaining to EAP Members for as long as required or permitted by applicable state and federal laws and thereafter, shall cause the records to be destroyed.
- E. **Non-Disclosure and Confidentiality.** All case records maintained in conjunction with EAP Services provided under this Agreement shall be confidential. HelpNet shall comply with the Health Insurance and Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), and any current and future regulations

promulgated thereunder, including without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standard for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." HelpNet shall not use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C § 1320d), other than permitted by HIPAA and terms of this Agreement. HelpNet will exclude confidential information relating to EAP Member private information in all reports made to Client, unless authorized by EAP Member.

The parties acknowledge and agree that, in the course of performing their obligations under this Agreement, should either Party receive business information of the other Party, such Party will treat such information as confidential and proprietary. Such business information may include but is not limited to, personnel information, financial, marketing data, customers and suppliers, procedures, methodologies, techniques, technology, specification and design information, which is confidential and proprietary to the other party ("Proprietary Information"), which provides that party with a competitive advantage in its relevant markets and which the other party would not otherwise know. The parties agree and acknowledge that each party is the owner of its own Proprietary Information. Proprietary Information shall not include information that: (a) was in Receiving Party's legitimate possession prior to receipt of such information from Disclosing Party; (b) is independently developed by Receiving Party; (c) was rightfully received from third parties and, to the best knowledge of Receiving Party, without an obligation of confidentiality to Disclosing Party; (d) is in the public domain through means other than by breach of this Agreement by Receiving Party; or (e) is disclosed pursuant to any judicial or government request, requirement or order, provided that Receiving Party takes reasonable steps to provide Disclosing Party the ability to contest such request, requirement or order. The parties acknowledge that Confidential Information has competitive value and that irreparable damage may result to the Disclosing Party if Receiving Party discloses Confidential Information. The parties agree that legal proceedings at law or in equity, including injunctive relief, are appropriate in the event of a breach hereof without the duty of posting bond.

1. During the term of this Agreement and thereafter, regardless of the reason for the termination of this Agreement, both Parties shall hold all Proprietary Information, whether in the form of raw data or otherwise, and whether a trade secret, copyrighted work, patentable subject matter, or otherwise, in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of the other party, unless required by law.
2. The existence of this Agreement and its terms is confidential. Client may not make any public statement, including a press release or advertisement, describing HelpNet, Battle Creek Health System, Trinity Health or the relationship with such entities without HelpNet written consent.

This Section III.E shall survive the expiration or termination of this Agreement.

- F. **Insurance.** HelpNet will maintain general and professional liability insurance, and worker's compensation, in accordance with state law. Upon request, HelpNet will provide Client with a certificate evidencing such insurance.
- G. **Quality Assurance Evaluation.** HelpNet gathers information from EAP Members anonymously to evaluate services. Prior to case closure the EAP Member will be provided with a Client Satisfaction Survey to fill out and return to HelpNet. HelpNet will investigate any problems or complaints according to legal and ethical guidelines.

#### IV. RESPONSIBILITIES OF CLIENT

- A. **EAP Services Coordinator.** Client shall designate an EAP Services Coordinator who shall serve as the primary liaison between HelpNet and Client. Client's EAP Services Coordinator will pro-actively support the EAP Services publicity and promotion, training programs, and other activities as deemed appropriate to Client's employees.
- B. **HelpNet Contract Information Form.** Client agrees to provide complete information on the HelpNet Contract Information Form, attached hereto and incorporated herein as Exhibit B, and return it to HelpNet within seven (7) working days following the contract start date.
- C. **Benefit Information.** Client agrees to provide complete information on the Medical Benefit Information Form, attached hereto and incorporated herein as Exhibit C, for any medical/mental health plans available to Client's employees and their dependents. This information is vital in the event a referral to a community provider is necessary. Client agrees to inform HelpNet of any changes in the benefit plan(s) prior to the effective date of change. The completed form(s) will be sent to HelpNet within seven (7) working days following the contract start date.
- D. **Eligibility/Employee Listing.** (If requested) Client agrees to provide an employee listing/count of EAP Services eligible employees at least annually to HelpNet so HelpNet may generate an accurate invoice. The EAP Services Coordinator shall advise HelpNet, upon reasonable request from HelpNet, whether or not any other employee/family member is eligible to receive EAP Services in the event that the name does not appear on the current list.
- E. **Fees/Payment.** In consideration of the services provided under this Agreement, Client agrees to pay HelpNet based on the per capita fee (per employee, per year, "PEPY") as defined in Exhibit D, attached hereto and incorporated herein. The total amount payable will be determined by multiplying the per capita fee by the number of employees on Client's Employee Listing. HelpNet will send Client an invoice and Client will submit payment within thirty (30) days of the due date. If payment is not received within thirty (30) days of due date, HelpNet may charge a monthly late penalty of one and one half percent (1.5%) per month of the total premium amount or percentage rate not to exceed usury rate as defined by State Law, calculated retroactive to the payment due date.

#### V. TERM AND TERMINATION

- A. **Term.** The term of this Agreement shall commence on the Effective Date first above

written, and shall expire **December 31, 2014**.

- B. **Without Cause Termination.** Either party may terminate this Agreement with or without cause, and without penalty, upon ninety (90) days written notice to the other party, by sending written notice in accordance with the Notifications Section.
- C. **Termination for Breach.** In the event of the breach of any provision of this Agreement, the non-breaching party shall notify the alleged breaching party, in writing, of the specific nature of the breach and shall request that it be immediately cured. If the breaching party does not cure the breach within thirty (30) days of their receipt of such notice, the non-breaching party may immediately terminate this Agreement, upon written notice to the breaching party. The termination of this Agreement, pursuant to such breach, shall not preclude the non-breaching party from pursuing any and all available remedies.
- D. **Change in Law.** HelpNet may terminate this Agreement immediately should any governmental agency, court or administrative tribunal pass any law, rule, regulation, standard, interpretation, order, decision or judgment, which in the good faith of HelpNet's counsel, materially and adversely affects BCHS' or HelpNet's licensure, accreditation, certification or ability to refer, or accept any referral, to bill or to present a claim for reimbursement or a risk of prosecution or civil money penalty.

## **VI. MISCELLANEOUS**

- A. **Severability.** The parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants, and conditions herein be binding upon and inure to the benefit of the respective parties. Accordingly, if any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement or the application thereof to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, such provision shall be as narrowly construed as possible, and each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- B. **Independent Contractor.** It is mutually understood and agreed that the parties shall be and at all times is acting and performing as independent contractors. Nothing in this Agreement is intended to create an employer/employee relationship or a joint venture relationship between the parties.
- C. **Assignment.** Neither party may assign, delegate or otherwise transfer any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its duties or obligations hereunder, except as contemplated in this Agreement, without the other party's prior written consent; provided, however, that Client acknowledges and agrees that HelpNet may assign its rights, duties and obligations herein to any entity which is the surviving entity in a merger with HelpNet or which purchases all or substantially all of the assets of HelpNet. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Client acknowledges that HelpNet may subcontract with third parties to perform services under

this Agreement. HelpNet will provide a list of such subcontractors within five (5) business days of Client's request.

- D. **Mutual Indemnification.** Each party agrees to indemnify, defend and hold harmless the other, its respective affiliates, members, directors, trustees, officers, employees, agents and insurers, from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorneys' fees and expenses) and judgments arising out of the acts and omissions of such party, and its directors, officers, employees, agents and insurers, under, pursuant to and in connection with this Agreement, including but not limited to bodily injury, property damage or any other damage or injury.
- E. **Protected Health Information (PHI)/HIPAA.** HelpNet agrees to maintain and require its employees and agents to maintain the confidence of any and all patient information which may be acquired in the performance of services under this Agreement. HelpNet agrees to comply with the requirements contained in Exhibit E, attached hereto and incorporated herein, as it relates to HIPAA and PHI.
- F. **Records Access Requirements.** Both Parties agree that, until the expiration of seven (7) years (or such longer period of time required by applicable laws and regulations) after the furnishing of any services pursuant to this Agreement, it will make available, upon written request, to the other party, the Secretary of Health and Human Services, the Comptroller General of the United States, any authorized Federal or State agency or entity, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data that are necessary to certify the nature and extent of the Discount and other related costs and expenses hereunder. If either party carries out any of its duties and objectives under this Agreement through a subcontract with a related organization involving a value or cost of Ten thousand Dollars (\$10,000.00) or more, over a twelve-month period of time, such party will cause such subcontract to contain a clause to the effect that, until the expiration of seven (7) years (or such longer period of time required by applicable laws and regulations) after the furnishing of any services pursuant to said subcontract, the related organization will make available, upon written request, to the other party, the Secretary of Health and Human Services, the Comptroller General of the United States, any authorized Federal or State agency or entity, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of the Discount and the related costs. Each party shall give the other party notice immediately, upon its receipt of any request from the Secretary of Health and Human Services, the Comptroller General of the United States, any authorized Federal or State agency or entity, or any of their duly authorized representatives for disclosure of such information.
- G. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan. Calhoun County, Michigan shall be the sole, proper venue for any litigation, proceeding or special proceeding between the parties which arises out of or is in connection with any right, duty or obligation under this Agreement.
- H. **Amendment.** No amendment of this Agreement shall be deemed effective unless in writing and signed by each of the parties hereto.

I. **Waiver.** Any waiver of a breach of any provision(s) of this Agreement shall not be deemed effective unless it is in writing and signed by the party against whom enforcement of the waiver is sought.

J. **Notifications.** Any notice required to be given pursuant to the terms and provisions herein shall be in writing, postage and delivery charges prepaid, overnight mail service, first-class mail or certified mail, return receipt requested, to HelpNet or Client at the addresses below. Any party may change the address to which notices are to be sent by notice given in accordance with the provisions of this section. Notices hereunder shall be deemed to have been given, and shall be effective upon actual receipt by the other party upon the earlier of the third (3<sup>rd</sup>) day after mailing or actual receipt by the other party.

**If to Client:**

City of Gahanna  
200 South Hamilton Rd.  
Gahanna, Ohio  
Attn: Human Resources Department

**If to HelpNet:**

HelpNet Employee Assistance Program  
36 Manchester  
Battle Creek, MI 49037  
Attn: Director

K. **No Discrimination.** The Parties agree, in the performance of their respective duties and obligations herein, not to discriminate against any person or entity because of race, color, religion, sex, national origin, weight, height or any other prohibition set forth in applicable laws and regulations.

L. **Entire Agreement.** This Agreement, including all Exhibits and Schedules referenced herein, constitutes the entire understanding and agreement between the Parties concerning the subject matter herein, and supersedes all prior and concurrent negotiations, agreements and understandings between the Parties, whether oral or in writing, concerning the subject matter hereof.

M. **Interpretation.** The Parties agree that the terms of this Agreement: (i) have been mutually negotiated by each Party with the advice of legal counsel; (ii) are intended to be for the mutual benefit of both Parties; and (iii) should not be interpreted in favor or against either Party.

N. **Authority to Sign.** The agent of the parties signing this Agreement has the authority to sign and bind the parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement, effective as of the Effective Date.

CLIENT:

Battle Creek Health System d/b/a HelpNet  
Employee Assistance Program

By: Rebecca W. Stinchcomb

By: Denise Brooks Williams

Print Name: Rebecca W. Stinchcomb

Print Name: Denise Brooks Williams

Print Title: Mayor

Print Title: President & CEO

Date: 6/14/2011

Date: 7/5/11

|             |                    |
|-------------|--------------------|
| Reviewed by | <u>approved as</u> |
| BCHS Legal  | <u>to form</u>     |
| Initial     | <u>MDLW</u>        |
| Date        | <u>May 2010</u>    |

## **Exhibit A**

### **Job Jeopardy Program**

HelpNet's Job Jeopardy Program assists in saving an employee who has reached the final stage of progressive discipline, or whose job performance is at an unacceptable level and without intervention, will lead to termination of employment. The Job Jeopardy Program is designed to offer the EAP Member the opportunity to address personal problems that may be affecting job performance. The Job Jeopardy Program is serious and often time-consuming for all parties involved and should not be used for routine discipline or minor work-related issues. When used appropriately, the Job Jeopardy Program offers employers a consistent, legal, ethical and humane approach in dealing with troubled employees. Job Jeopardy Form(s) and Client Release Authorization must be completed and signed by Client and/or Client's Human Resources Department and the EAP Member, then faxed to HelpNet prior to the 1<sup>st</sup> appointment. Failure to follow this procedure will result in HelpNet classifying the EAP Member's appointment as a self-referral.

#### **Client/Client Human Resources Department Referral Process:**

1. Identifies employee's performance problems/policy violation.
2. Calls HelpNet's Account Manager to discuss referral and next steps and completes Job Jeopardy Referral Form ("JJ Referral Form").
3. Conducts face-to-face meeting with employee to review discipline.
4. Client/employee sign JJ Referral Form, Client Release Authorization and call HelpNet for appointment.
5. JJ Referral Form and Client Release Form are faxed to HelpNet at 269.660.3899 (Forms must be faxed/mailed prior to 1<sup>st</sup> intake appointment).

#### **HelpNet Obligations Upon Receipt of JJ Referral Form:**

1. Provide intake/assessment to explain and educate employee of roles and responsibilities (and if appropriate, a referral to treatment provider).
2. Send communication to Client and/or Client's Human Resources Department after initial intake/assessment appointment (only those listed on Client Release Authorization).
3. Provide confirmation of EAP Member's attendance, EAP Member's acceptance of HelpNet recommendations, and if time off work for treatment is required.
4. Send a monthly report to Client and/or Client's Human Resources Department regarding EAP Member's status with a copy sent to EAP Member.
5. Decide appropriate length of time to monitor the employee on a case-by-case basis (with feedback and consultation from all relevant parties)
6. Documentation of EAP Member's success/failure in completing all requirements of the program is sent to Client and/or Client's Human Resources Department.
7. Documentation of case being closed as unsuccessful if (i) no feedback is received from Client and/or Client's Human Resources Department and/or (ii) EAP Member who is not compliant with the program.

**EAP Member Obligations:**

1. Meet with Client and sign JJ Referral Form and Client Release Authorization Form.
2. Accept recommendations of HelpNet and/or designated provider and keep all scheduled appointments.
3. Maintain contact/communication with HelpNet as deemed appropriate by HelpNet.
4. Notify HelpNet if program process is disrupted/interrupted.
5. Continue to meet all performance criteria in the workplace (involvement in the program does not supercede employer's rules/policies)

**Note: Disciplinary actions related to EAP Member's non-compliance, unauthorized withdrawal from or unsuccessful completion of treatment is the sole responsibility of the Client. HelpNet will not determine the consequences, if any, for the above situations.**

## Exhibit B

### HelpNet Contract Information Form

Today's Date: 6/16/2011 Contract Start Date: 7/1/2011 # of Employees 150 FT, 121 PT

Organization Name: City of Gahanna FAX #: 614-342-4456

Address: 200 S Hamilton Rd

City: Gahanna State: OH Zip: 43230

Primary EAP Contact Person: Abby Cochran Title: HR Coordinator Phone: 614-342-4455

Secondary EAP Contact Person: Knsten Treadway Title: HR Director Phone: 614-342-4450

Who should receive Job Jeopardy release forms and progress reports?

Knsten

Who should receive billing statements?

Abby

Department and Address (if different than above):

Person to contact regarding insurance benefits:

Name: Abby Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Organization (check one):

☐ Manufacturing ☒ Government ☐ Education ☐ Health Care  
☐ Service ☐ Transportation ☐ Publication ☐ Other \_\_\_\_\_

Special Information:

### Union Information (if applicable)

Union affiliation and Local #:

Union Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

#### Internal Information

☐ # of FTE ☐ Insurance Info Complete  
☐ # of PTE ☐ Billing  
☐ Profile Form ☐ Internal Client System

#### Contract Features

☐ Newsletters ☐ DOT  
☐ Managed Care ☐ Other  
☐ Work/Life Web ☐ Enhanced  
☐ Financial/Legal

Other: \_\_\_\_\_

Other: \_\_\_\_\_

for non-Steelworker union  
employees

Exhibit C

Medical Benefit Information Form  
(One form per insurance/benefit plan)

Company Name: City of Gahanna Date Completed: 6/16/11

Insurance Carrier: Mentain Health Policy #: ECOV

Insurance Carrier Contact & Phone: 800-239-9088

Benefit Year: 2011 Start Date: 1/1/11 End Date: 12/31/11

If insurance has a Preferred Provider List, please include a copy of the listing. Thank you. -- supermednetwork.com

Deductibles: Hourly Salary

Individual:  
Family:

MENTAL HEALTH COVERAGE

| Annual Coverage | Sessions/Days Allowed | Annual/Lifetime Maximums     |
|-----------------|-----------------------|------------------------------|
| Inpatient*      | none specified<br>↓   | lifetime<br>may<br>2,000,000 |
| IOP             |                       |                              |
| Outpatient      |                       |                              |
| Group           |                       |                              |

SUBSTANCE ABUSE COVERAGE

| Annual Coverage | Sessions/Days Allowed | Annual/Lifetime Maximums |
|-----------------|-----------------------|--------------------------|
| Inpatient*      | none specified<br>↓   | " "                      |
| IOP             |                       |                          |
| Outpatient      |                       |                          |
| Group           |                       |                          |

\*Inpatient services must be pre-authorized.

Will the employee receive sickness and/or accident benefits while hospitalized in residential/inpatient treatment for psychological/mental health concerns: ☒ Yes ☐ No (sick time, if available)  
For alcohol/substance abuse concerns: ☒ Yes ☐ No

Minimum Therapist Qualifications For Reimbursement:

FOR HELPNET USE ONLY: Clients may be referred to:

Please attach printed benefit materials and return completed form to:

HelpNet Employee Assistance Program

ATTN: Quality Assurance

36 W. Manchester

Battle Creek, MI 49037

Telephone: 269-660-3900 or 800-969-6162 FAX: 269-660-3899

**Exhibit C**

**Medical Benefit Information Form**  
(One form per insurance/benefit plan)

Company Name: City of Gahanna Date Completed: 6/16/11  
 Insurance Carrier: \_\_\_\_\_ Policy #: 10513-74, 75  
 Insurance Carrier Contact & Phone: 800-299-1910  
 Benefit Year: 2011 Start Date: 3/1/11 End Date: 12/31/11

If insurance has a Preferred Provider List, please include a copy of the listing. Thank you. -

Deductibles: Hourly

Salary

High Mark Blue Cross

Individual:

Family:

Blue Shield

**MENTAL HEALTH COVERAGE**

| Annual Coverage | Sessions/Days Allowed | Annual/Lifetime Maximums |
|-----------------|-----------------------|--------------------------|
| Inpatient*      | no limit              |                          |
| IOP             |                       |                          |
| Outpatient      |                       |                          |
| Group           |                       |                          |

**SUBSTANCE ABUSE COVERAGE**

| Annual Coverage | Sessions/Days Allowed | Annual/Lifetime Maximums |
|-----------------|-----------------------|--------------------------|
| Inpatient*      | no limit              | -                        |
| IOP             |                       |                          |
| Outpatient      | 60/yr                 | 120/life time            |
| Group           |                       |                          |

\*Inpatient services must be pre-authorized.

Will the employee receive sickness and/or accident benefits while hospitalized in residential/inpatient treatment for psychological/mental health concerns: \_\_\_\_\_ Yes \_\_\_\_\_ No

For alcohol/substance abuse concerns: \_\_\_\_\_ Yes \_\_\_\_\_ No

Minimum Therapist Qualifications For Reimbursement:

**FOR HELPNET USE ONLY: Clients may be referred to:**

*Please attach printed benefit materials and return completed form to:*

**HelpNet Employee Assistance Program**

**ATTN: Quality Assurance**

**36 W. Manchester**

**Battle Creek, MI 49037**

**Telephone: 269-660-3900 or 800-969-6162 FAX: 269-660-3899**

## Exhibit D

### Fees

| Service                             | Cost               | Requested services                  |
|-------------------------------------|--------------------|-------------------------------------|
| <b>Standard EAP Services</b>        | \$31.04            |                                     |
| 1-5 Session Model                   |                    | 1-8 Session Model                   |
| <b>Optional EAP Services</b>        |                    |                                     |
| Critical Incident Stress Management | Included           | Critical Incident Stress Management |
| Life Enhancement Seminars           | Included, 4 hrs/yr | Life Enhancement Seminars/4 hrs/yr. |
| Legal/Financial Referral            | Included           | Legal/Financial Referral            |
| Basic Work-Life Web                 | Included           | Basic Work-Life Web                 |
| Advantage Complete Work-Life Web    | \$3 PEPY           |                                     |
| Live Well Wellness Coaching         | \$3 PEPY           |                                     |
| Live Well Health Risk Assessment    | \$3 PEPY           |                                     |

Client will pay HelpNet for providing Employee Assistance Program Services \$31.04 per employee annually as follows:

Total Annual Fee

214 Employees x \$31.04 per FTE employee, per year = \$6,642.56

### Available Billing Options\*

| Quarterly (preferred)       | Semi-Annual                   | Annual                   |
|-----------------------------|-------------------------------|--------------------------|
| \$6,642.56 Total            | \$6,642.56 Total              | \$6,642.56 Total         |
| ÷ 4                         | ÷ 2                           | ÷ 1                      |
| Quarterly Fee<br>\$1,660.64 | Semi-Annual Fee<br>\$3,321.28 | Annual Fee<br>\$6,642.56 |

\*Please circle a billing option. You may enclose payment.

NOTE: If no billing option is circled, Client will be billed quarterly.

## **Exhibit E**

### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is entered into by and between **City of Gahanna** ("Covered Entity") and Battle Creek Health System d/b/a HelpNet Employee Assistance Program ("BCHS") and applies to all services and relationships between the Covered Entity and BCHS.

- A. HIPAA Dominance.** In the event of a conflict or inconsistency between the terms of any other agreement between the parties and this language, this language controls. This language is required by the Health Insurance Portability and Accountability Act of 1996, as amended, and all final regulations issued pursuant to such Act ("HIPAA").
- B. Agents and Subcontractors.** BCHS shall require that the agent(s) and subcontractor(s) agree to the same restrictions and obligations as BCHS. BCHS also shall require its agent(s) and subcontractor(s) to agree to implement reasonable administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of all the Covered Entity's PHI.
- C. Permissible Uses of PHI.**
  - 1. Using and Disclosing PHI.** BCHS may use or disclose PHI as permitted by this HIPAA language or as required by law. BCHS may use PHI to directly perform services pursuant to this Agreement, including data aggregation services.
  - 2. Minimum Necessary.** The Covered Entity shall provide BCHS with the minimum amount of PHI required by BCHS to perform services pursuant to this Agreement;
  - 3. BCHS Management Uses of PHI.** BCHS may use or disclose PHI as necessary for its proper management and administration of BCHS.
- D. Security, Reporting, and Recordkeeping.**
  - 1. Safeguards.** BCHS agrees to implement reasonable administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of all PHI.
  - 2. Reports.** BCHS will (i) report to Covered Entity any use or disclosure of PHI not permitted by this HIPAA language; (ii) any successful security incident of which BCHS becomes aware; and (iii) in summary form, upon request of Covered Entity, any unsuccessful security incident of which BCHS becomes aware. If the definition of "Security Incident" in the HIPAA regulation is modified to remove the requirement for reporting "unsuccessful" security incidents, section (iii) above shall no longer apply as of the effective date of such regulation modification.
  - 3. Record Keeping.** Contractor agrees to implement an appropriate record keeping process to enable it to comply with HIPAA.

- E. Patient Rights With Respect To PHI. BCHS is advised that under HIPAA patients have the right to review their PHI; amend their health records; request an accounting of disclosures of PHI and request restrictions on the use and disclosure of PHI.
- F. Amendment. Upon enactment of any law, regulation, court decision or relevant government publication and/or interpretive policy affecting the use or disclosure of PHI, the parties agree to amend this Agreement to comply with the same.
- G. Access for Audit. BCHS shall make its internal practices, books and records relating to the use and disclosure of any PHI available to any authorized government investigators for purposes of determining the Covered Entity's compliance with HIPAA.
- H. Termination of Relationship for Failure to Comply.
1. Termination and Cure. In the event of BCHS' material failure to comply with this Agreement, the Covered Entity may terminate its relationship with BCHS upon 30-days advanced written notice to BCHS; provided, however, that BCHS has not cured the material failure to comply within 30-days after receiving written notice from the Covered Entity.
  2. PHI Obligations upon Termination or Expiration. Unless BCHS is required by law to maintain PHI, BCHS shall return (and not retain any copies of) all PHI in its possession or under its control within 30 days after the termination/expiration of this Agreement. If BCHS is unable to return PHI, then BCHS shall notify the Covered Entity of the reasons for being unable to return PHI in writing and must, at a minimum, maintain PHI as required by this Agreement and HIPAA for so long as the Covered Entity's PHI exists. .

Authorized representatives of the parties have executed this as of the last date written below.

COVERED ENTITY

Battle Creek Health System d/b/a HelpNet  
Employee Assistance Program

Name: Rebecca W. Strickland

Name: Alme Brubaker

Title: Mayor, Calhoun

Title: President & CEO

Date: 5/24/11

Date: 7/5/11