

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

THIS PROGRAM SERVICES AGREEMENT, made and executed this 1st day of _____ 2017, by and between _____ as part of **CAPE COD CHAMBER OF COMMERCE CONSORTIUM, REFERRED IN THE CONTRACT AS “AFFILIATE”** having a mailing address of _____, and **DIAMOND CONSULTING CORPORATION (D/B/A REACH EMPLOYEE ASSISTANCE PROGRAM)**, a Virginia Corporation (“REACH EAP”) having a mailing address of 701 E. Byrd St., 15th Floor, Richmond, VA 23219.

WITNESSETH

WHEREAS, AFFILIATE and REACH EAP are corporations duly organized and existing pursuant to the laws of the Commonwealths of Massachusetts and Virginia respectively;

WHEREAS, REACH EAP desires to make available to its work force clinical and educational professionals to assist employees in dealing with a broad range of issues which may interfere with an employee’s job performance including crisis issues, health and mental health issues, chemical dependency problems, and other related issues;

WHEREAS, REACH EAP is engaged in the business, inter alia, of developing EAP provider networks and providing EAP services to government, business and industry;

WHEREAS, AFFILIATE desires to contract with REACH EAP for the provision of employee assistance services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions to be kept and performed, the parties hereto agree as follows;

1. **SERVICES TO BE PROVIDED BY REACH EAP.** At all times during the term of this Agreement, REACH EAP shall provide AFFILIATE, their employees and family members, EAP

services necessary for the operation of an EAP to include:

- a. Providing Crisis Line Services to AFFILIATE, employees and their family members through the REACH EAP toll-free 800 Assistance Line. REACH EAP will maintain the toll-free 800 Assistance Line on a twenty-four (24) hour a day, seven (7) days a week basis. Trained professional REACH EAP staff will respond to all calls in a confidential manner.
- b. Providing clinical assessment services of client problems for AFFILIATE, employees and their family members. The assessment services include family, marital, interpersonal, social, and work-related mental health evaluations and chemical dependency assessments. In an emergency situation, AFFILIATE, employees or their family members will be evaluated face-to-face within one (1) business day of initial contact or, as appropriate, referred to emergency services for immediate assessment. Non-emergency assessments will be made available within three (3) business days of the initial contact.
- c. Providing up to three (3) visits for assessment, referral, and short-term problem resolution when appropriate as deemed by REACH EAP. The sessions will be approximately one-hour in duration. Scheduled telephonic appointments will be offered as an alternative to face-to-face sessions.
- d. Providing referral services should clients require clinical services beyond the scope of REACH EAP services, or should the problems they present not be amenable to short-term problem resolution (i.e., chemical dependency, chronic emotional or family problems, or other health related problems). REACH EAP will select and recommend service providers who meet the standards of quality care established by the Employee Assistance Professionals Association. Referral options will be discussed with the client. A choice of acceptable treatment or community services will be provided.

- e. Providing case management services including routine follow-up with all clients, their supervisors (in the event of supervisory referrals), and the referral service providers.
- f. Conducting back-to-work interviews for employees who have accessed REACH EAP and have been absent from work due to involvement in mental health or chemical dependency treatment or a supervisory action. REACH EAP specialists will be available to participate in the back-to-work sessions with the returning employee and the employee's supervisor to facilitate the rehabilitation and recovery process and the employee's re-entry to the work place.
- g. Providing a recorded orientation webinar that can be accessed by employees as needed to familiarize themselves with the above services provided by REACH EAP.
- h. Quarterly webinar and/or onsite services will be provided on various topics through the Chamber offices at the discretion of the Chamber of Commerce. Onsite services provided directly to AFFILIATE, may be purchased for the purpose of providing skill-building supervisory training; employee/family member education seminars; critical incident assistance; and other on-site workplace services. These hours may be purchased at the rate of \$250.00 per hour.
- i. Providing telephonic management consultation on drug policies, troubled employees, morale and work group problems, and wellness initiatives.
- j. Providing additional organizational support services on a negotiated rate basis.
- k. Providing employees with wallet cards and brochures containing information on the EAP services available and how to access them.
- l. Providing posters on REACH EAP for placement on employee bulletin boards with the toll-free REACH EAP phone number imprinted on each poster.

m. Providing monthly electronic employee newsletters and monthly electronic supervisor newsletters for distribution to employees and supervisors respectively.

n. Providing statistical reports on the utilization of EAP services by employees and family members. Businesses with less than 100 employees will be given a general report with trends identified in order to preserve confidentiality. Businesses larger than 100 employees will be provided with quarterly utilization reports. The reports will include the numbers and types of problems that are presented to REACH EAP, overall utilization rate and other information relevant to the provision of the service.

p. Any marketing material, training, or services in addition to those listed above will be authorized and paid by AFFILIATE,.

2. **OBLIGATIONS OF AFFILIATE.**

At all times during the term of this Agreement, AFFILIATE, will provide the following services and access necessary to the operation of REACH EAP including, but not limited to the following:

a. Encouraging employee participation through articles in internal publications, bulletin board notices, etc.

b. Appointing an Organizational Liaison to REACH EAP to serve as the point of contact for all matters related to this Agreement.

c. Distributing REACH EAP information to employees.

AFFILIATE, agrees that at no time during the term of this Agreement, or for a period of one (1) year immediately following the termination of the relationship with REACH EAP, will it call upon any employees or agents of REACH EAP for the purpose of employing, hiring or otherwise interfering with the relationship of these individuals with REACH EAP without reimbursing REACH EAP a fee of one and one-half times the employee's or agent's full annualized salary.

3. **REACH EAP EMPLOYEES AND NETWORK PROVIDERS.** REACH EAP will provide a staff consisting of experienced professional EAP specialists. REACH will also utilize a network of providers in the area for employees or their family members needing referral. The provider network will include physicians, psychiatrists, psychologists, addiction specialists, social workers, vocational counselors, health educators, nurse clinicians, financial planners, and clergy. REACH EAP shall be solely responsible for hiring and training its employees and subcontractors. Such shall be exclusively the employees or subcontractors of REACH EAP, and they shall not be directly or indirectly employed by CAPE COD CHAMBER OF COMMERCE CONSORTIUM, and they shall not be deemed to be employees or agents of CAPE COD CHAMBER OF COMMERCE CONSORTIUM for any purpose whatsoever.

AFFILIATE, shall not have the right of control over the specific manner of performance of REACH EAP employees' or subcontractors' duties hereunder; but rather, the right of control over the specific manner of performance of such duties shall be vested entirely in REACH EAP. However, if services are not performed in a diligent and competent fashion, CAPE COD CHAMBER OF COMMERCE CONSORTIUM may request a change in personnel providing the service.

All referral services by REACH EAP employees shall be a good faith recommendation of the best service providers based solely upon the health and well-being and overall needs of the client. REACH EAP shall in no way indicate any undue preference for clients to utilize service providers: (i) that are owned, in whole or in part, by REACH EAP, its parent, or any subsidiary; or, (ii) that have any financial interest or relationship in, between, or with REACH EAP, its parent, or any subsidiary.

4. **FEES.** REACH EAP will provide the services in this Agreement at the rate of Nine Dollars and Fifty Cents (\$9.50) per employee per year for the length of this three year agreement. A payment of 25% of the total per annum cost is to be made quarterly in installments in advance on the first day of each quarter.

REACH EAP agrees to cover the total number of employees noted on the attached Certification. This number will be the total number of employees employed at all covered sites on the starting date of this Agreement. In the event of a five percent (5%) fluctuation in the total number of employees, AFFILIATE, will inform REACH EAP and the number will be adjusted at the beginning of the next quarter.

AFFILIATE, agrees to pay REACH EAP interest at the rate of one and one-half percent (1^{1/2}%) per month upon any fees that are delinquent which are not paid within thirty (30) days of its due date. AFFILIATE, further agrees to pay any costs of collection (including attorney's fees) necessary for REACH EAP to collect any amounts due to it by AFFILIATE, hereunder. The costs of collection will not exceed five percent (5%) of the past due amount.

Fees and charges for services provided by individuals or agencies to which an employee or family member is referred are not the financial responsibility of REACH EAP.

5. **COVERED PARTICIPANTS.** AFFILIATE, employees, as well as immediate family members living within the employee's household, are eligible for the service. An immediate family member is a spouse, dependent child (ren), parents, siblings, or significant others. If there is a question of eligibility, REACH EAP shall determine eligibility.

6. **TERM.** The term of the Agreement shall commence on the 1st day of _____ 2016. The Agreement shall terminate three (3) years thereafter unless extended or terminated by operation of law or pursuant to the terms of this Agreement. If this Agreement expires before a new Agreement is executed between the parties, and the parties continue to negotiate a new Agreement in good faith, REACH EAP will continue to provide services to AFFILIATE, on a month-to-month basis for up to three (3) months after expiration of the Agreement. AFFILIATE, agrees to pay for all services rendered during this period on the same basis as payment for services immediately prior to the expiration of the preceding contract term.

7. **TERMINATION.** Either party may terminate this Agreement with cause upon ninety (90) days written notice to the other during the first year of the Agreement. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other during years two and three of the Agreement.

Either party may terminate this Agreement in the event of a material breach hereof by the other and the failure to cure such breach, or submit a plan of correction and diligently follow such plan, within thirty (30) days after written notice of such breach to the breaching party by the non-breaching party. Any such plan of correction must be approved by the nonbreaching party prior to its implementation, such approval not to be unreasonably withheld. Either party may terminate this Agreement without further notice to the other party in the event that the breaching party commits the same breach three (3) times within a twelve (12) consecutive month period after notices of the previous two (2) breaches have been delivered to the breaching party as provided hereunder.

Termination of this agreement shall not terminate the obligation of either party which arose prior to termination of this agreement. Further, any termination of this Agreement shall be without prejudice to any other right or remedy to which the terminating party may be otherwise entitled,

either by law or in equity, under this agreement or otherwise.

8. **INDEMNIFICATION.** The parties to this Agreement agree to defend, indemnify, and hold harmless each other for any and all costs, damages, losses, liabilities, or expenses (including reasonable attorney's fees) incurred in any fraud, willful misconduct, or negligence of the other party in connection with this Agreement or the breach of this Agreement by such other party.

9. **RELATIONSHIP OF THE PARTIES.** AFFILIATE, and REACH EAP are and shall be independent contractors with respect to this Agreement. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between AFFILIATE, and REACH EAP. Nothing contained in this Agreement shall cause REACH EAP to be liable or responsible in any way for the actions, liabilities, debts, or obligations of AFFILIATE, nor for CAPE COD CHAMBER OF COMMERCE CONSORTIUM to be liable or responsible in any way for the actions, liabilities, debts, or obligations of REACH EAP.

10. **CONFIDENTIALITY.** Employee assistance clinical records are treated as confidential, and REACH EAP agrees to comply with all applicable State laws, the Federal HIPAA Privacy rules, and any other laws and regulations governing confidentiality of health records. REACH EAP will make available protected health information in accordance with Section 164.524 of the HIPAA Privacy Rules, and will make available protected health information for amendment and incorporate any such amendments to protected health information in accordance with Section 164.526 of the HIPAA Privacy Rules. REACH EAP will make available the information required to provide an accounting of disclosure in accordance with Section 164.528 of the HIPAA Privacy rules. REACH EAP will provide complete confidentiality for employees and family members. If the employee or family member requests the service of his/her own volition, confidential information will not be released unless the individual provides a written authorization consistent

with the provisions of State and Federal Law. If an authorized representative of AFFILIATE, makes a formal referral to REACH EAP, the REACH EAP counselor will inform the representative about the client's attendance and whether or not the client accepted the assistance that was offered.

11. **PROGRAM MONITORING AND EVALUATION.** The services provided to AFFILIATE, will be supervised by the Director of REACH EAP and monitored by an assigned REACH EAP Coordinator. Employee Satisfaction Questionnaires will be distributed to REACH EAP clients and Training Evaluation Forms will be distributed to participants of education and training sessions to evaluate REACH EAP's accessibility, responsiveness to needs, and effectiveness.

12. **ASSIGNABILITY.** Neither party shall assign its rights or duties under this Agreement without the prior written approval of the other party, provided however, either party can assign its rights under this Agreement to an affiliated holding company or subsidiary now existing or created in the future. Any such assignment or delegation, without said prior written approval, shall be void.

13. **NO WAIVER.** The failure or delay by any party to exercise any right, power or privilege under this Agreement shall not operate as a waiver of such right, power or privilege. The partial exercise by any party of any right, power or privilege under this Agreement shall not operate as a waiver of any other right, power, or privilege under this Agreement.

14. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal, unenforceable, or otherwise inoperative, the balance of this Agreement shall remain in full force and effect as if said provision were not included in this Agreement. It is the intention of the parties that if any such provision is held to be illegal, invalid, unenforceable, or otherwise inoperative, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and still be legal, valid, and enforceable.

15. **NOTICE.** Any notice to AFFILIATE, or REACH EAP required or permitted pursuant to this Agreement shall be deemed given when delivered personally, by overnight express mail courier, service or when mailed by registered mail, return receipt requested, to the following respective addresses or to such other or additional address as any party might designate by written notice to the other party:

CAPE COD CHAMBER OF COMMERCE CONSORTIUM
5 Patti Page Way
Centerville, MA 02632

CAPE COD CHAMBER OF COMMERCE CONSORTIUM AFFILIATE

COMPANY NAME: _____

ADDRESS: _____

Angela Diver
Executive Director
Diamond Consulting Corporation
701 E. Byrd St., 15th Floor
Richmond, VA 23219

Diamond Consulting Corporation
Federal Reserve Bank Building
P. O. Box 85050
Richmond, VA 23285-5050

16. **HEALTH INSURANCE.** During the term of this Agreement, should AFFILIATE, for any reason decide to modify its group health insurance program, AFFILIATE, will provide REACH EAP with written notice of such change.

17. **LIABILITY PROTECTION.** Without limiting the scope or extent of the protection afforded AFFILIATE, or liabilities assumed by REACH EAP herein, REACH EAP will obtain and continue in force during the term of this Agreement, at its own expense, the following insurance coverages:

a. Worker's Compensation and Occupational Disease Disability Insurance as required by the law of the Commonwealth of Virginia.

b. Comprehensive general liability and property damage insurance including operations, protective, products/completed operations, broad form property damage and contractual liability coverage's with bodily injury and property damage with a \$1,000,000 combined single limit each occurrence and a \$3,000,000 general aggregate limit.

c. Professional Liability Insurance with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.

All insurance policies will include contractual coverage and contain an unqualified provision that the insurance carrier will give AFFILIATE, thirty (30) days prior notice in writing of any cancellation, change, or lapse of such policy(s).

18. **INTEGRATION.** This Agreement constitutes the entire agreement between the parties and there are no agreements, undertakings, warranties, or representations between the parties except as set forth herein. This Agreement when fully executed shall supersede any and all prior and existing agreements, either verbal or in writing, and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement. Any amendment or modification of this Agreement must be made in writing and signed by the parties hereto.

19. **APPLICABLE LAW AND FORUM.** All questions regarding the validity, construction, interpretation, performance, or effect of this Agreement shall be construed pursuant to the laws of the Commonwealth of Virginia, and this Agreement will be deemed for such purposes to have been

made, executed and performed in Richmond, Virginia. All claims and disputes arising out of or relating to this Agreement, or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in Richmond, Virginia.

20. **FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder, by reason of restrictive governmental laws or regulations, riots, insurrection, labor disputes, war, or other reason of like nature, not the fault of the party delayed in performing such act, then performance of such act shall be excused for the period of the delay and, in that event, the period for the performing of such act shall be extended for a period equivalent of the period of such delay.

21. The recitals hereto are incorporated herein by the parties as their general statement of intent and understanding.

IN WITNESS HEREOF, the parties hereto do affix their signatures by their duly authorized representatives as of the date and year first above written.

(WITNESS)

**CAPE COD CHAMBER OF COMMERCE
CONSORTIUM AFFILIATE
NAME OF COMPANY:**

By: _____

Its: _____

Date: _____

(WITNESS)

REACH EAP

By: _____

Its: _____

Date: _____

CERTIFICATION

It is hereby certified that the following is the total number of employees covered under the Agreement to provide REACH EAP services between **REACH EAP** and **AFFILIATE** for the period commencing _____, 2017.

THE NUMBER OF EMPLOYEES IS _____.

Attested By:

(WITNESS)

**CAPE COD CHAMBER OF COMMERCE
CONSORTIUM AFFILIATE
NAME OF COMPANY**

By: _____

Its: _____

Date: _____

Payments to:

Diamond Consulting Corporation
Federal Reserve Bank Building
P. O. Box 85050
Richmond, VA 23285-5050