



Employee Assistance Program Agreement

<p>Intermountain's Notice Information:</p> <p>IHC Health Services, Inc. Attention: Rachel Warner</p> <p>Address: Intermountain Health 36 South State Street Salt Lake City, Utah 84111</p> <p>E-mail: rachel.warner@imail.org</p>	<p>Employer's Notice and Billing Information:</p> <p>Employer Name: Weber County Attention: Emily Wilde</p> <p>Billing Address: Weber County 2380 Washington Blvd Ogden, UT 84401</p> <p>Email: ewilde@webercountyutah.gov</p>
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IHC Health Services, Inc., a Utah nonprofit corporation on behalf of the Intermountain Employee Assistance Program (herein referred to as "Intermountain"), and Weber County ("Employer") (collectively referred to as the "Parties") enter this Agreement (this "Agreement") for Intermountain to provide EAP Services, as described below.

This Agreement is effective on 1/1/24, ("Effective Date") and will continue for the contract term identified in Attachment C, "Fee Schedule and Contract Term." Either Party may terminate this Agreement, at any time, for any reason, with or without cause, upon ninety (90) calendar days prior written notice to the other Party. Employer will pay Intermountain for all EAP Services provided prior to termination in accordance with Attachment C, "Fee Schedule and Contract Term." The Parties understand and agree that the payment terms outlined in Attachment C, "Fee Schedule and Contract Term," may be updated in accordance with Attachment A, Section 2.2, "Annual Review." Any change to the payment terms will be documented in a signed renewal of this Agreement.

The following attachments are part of this Agreement:

- Attachment A: EAP Services Terms
- Attachment B: General Terms
- Attachment C: Fee Schedule and Contract Term
- Attachment D: Service Models and Terms

IHC Health Services, Inc.

Weber County

(Employer Name)

Authorized Signature:

Authorized Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

**ATTACHMENT A
EAP Services Terms**

1. SERVICES.

- 1.1 **EAP Services.** Intermountain will provide employee assistance program and services ("EAP Services") to all Employer employees eligible to receive EAP Services ("Employees"). Intermountain offers the following EAP Services:
- (a) Brief Counseling (See Attachment D, "Service Models and Terms")
 - (b) Leader Consultation
 - (c) Supervisory Training
 - (d) Organizational Service Time including Training, Onsite/Virtual Crisis Response, Onboarding Meetings, Health Fairs (See Attachment D, "Service Models and Terms")
 - (e) Eldercare Support
 - (f) Legal and Financial Services
 - (g) Program Roll Out
 - (h) Electronic Promotional Materials
 - (i) Crisis Response (counselor access via phone 24/7)
 - (j) Utilization Reports
- 1.2 **Inform Employees.** The effectiveness of the EAP Services and successful utilization depends on Employer's efforts to inform and educate Employees. For this reason, Employer will promote the EAP Services to Employees, including appropriate education about the offerings and how to utilize the EAP Services.
- 1.3 **Employee Population.** Initially the Employee Population will be based on an Employee count provided by Employer prior to the Effective Date and this initial Employee count will be memorialized in Attachment C, "Fee Schedule and Contract Term," prior to execution of the Agreement. Thereafter, upon the request of Intermountain, Employer will provide Employee Population updates twice a year. Employer will also provide Intermountain with an updated Employee count within thirty (30) days of Employee Population changes (increases or decreases) greater than five percent (5%). Employee Population updates will be automatically incorporated into Attachment C, "Fee Schedule and Contract Term," without an amendment, and billing will be adjusted, in accordance with Section 2.1, "Invoices and Payment," at the next billing cycle following notification.
- 1.4 **Access.** Access to crisis related assessment/counseling/referral services will be made available on the same day requested. Intermountain will use best efforts to offer appointments for all other EAP counseling services within ten (10) business days of the request. Intermountain cannot guarantee availability for appointments outside Employer's principal state of business, but will make reasonable efforts to accommodate requests outside of Utah. Where face-to-face counseling options are not available, Employees will be offered virtual counseling sessions.
- 1.5 **Records.** Intermountain will maintain records for EAP Services rendered to Employees according to applicable professional standards and laws (e.g. HIPAA). Intermountain will only release these records per the Employee's prior written authorization and, in all cases, according to applicable laws. Employer will not have access to these records without the Employee's prior written authorization in each instance.

- 1.6 **Utilization Report.** Intermountain will provide Employer with annual utilization reports. Reasonable requests for additional reports that can be provided in compliance with Intermountain's policies and applicable laws and regulations may be provided upon mutual agreement of the Parties.
- 1.7 **Staff.** Intermountain will provide EAP Services through its employees or subcontractors (collectively, the "Staff"). Intermountain and its Staff will have the appropriate training, licensure, certifications, and accreditations to provide EAP Services.
- 1.8 **Insurance.** Each Party will maintain adequate general liability insurance for its activities under this Agreement. Intermountain may satisfy its insurance obligations through its self-insurance program.

2. **COMPENSATION AND PAYMENT TERMS**

- 2.1 **Invoices and Payment.** Intermountain will issue invoices to Employer in accordance with the agreed upon payment schedule outlined in Attachment C, "Fee Schedule and Contract Term." Employer will pay each invoice within thirty (30) calendar days of receipt. Employer will also pay Intermountain interest at one point five percent (1.5%) per month, for all invoice amounts not paid within thirty (30) calendar days after Employer's receipt of the subject invoice. Further, Employer will pay all Intermountain costs and expenses (including reasonable attorneys' fees, court costs and collection fees) resulting from enforcing this Agreement.
- 2.2 **Annual Review.** Intermountain will annually review the payment rates identified in Attachment C, "Fee Schedule and Contract Term," and may propose fee adjustments. If the parties agree on a fee adjustment, this Agreement will be modified and renewed accordingly.
- 2.3 **Taxes.** Each Party agrees to be responsible for the payment of any and all federal, state, or local taxes, assessments, or fees that may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement.

3. **WARRANTIES.** Except as provided in this Agreement, there are no other express or implied warranties.

ATTACHMENT B
General Terms

1. **DEFAULT AND REMEDIES.** If a Party fails to perform any obligation under this Agreement, or if a Party makes a representation or warranty in this Agreement that is inaccurate or misleading (in each case, a "Default"), and does not cure that Default within fifteen (15) days after receiving written notice from the other Party, then the non-defaulting Party may:
 - (a) immediately terminate this Agreement upon written notice to the defaulting Party, or
 - (b) require the defaulting Party to immediately return or destroy (as directed by the non-defaulting Party) any Confidential Information, or
 - (c) exercise any other remedy under this Agreement, under any other agreement between the Parties, or under applicable law.

2. **CONFIDENTIAL INFORMATION.** Each Party will keep confidential the other Party's Confidential Information and maintain it in a safe and secure place. "Confidential Information" means this Agreement's terms; proprietary and confidential information, trade secrets, know-how, software, technology, specifications, and non-public business or financial information; member, patient, customer, and employee data; and any other information which reasonably should be understood to be confidential.

3. **EXCEPTIONS TO CONFIDENTIALITY.** A Party is not subject to the confidentiality obligations of this Agreement regarding Confidential Information if the Party can prove the Confidential Information:
 - (a) is or becomes publicly available without breach of this Agreement, but only from the date that it becomes publicly available;
 - (b) was rightfully in its possession without an obligation of confidentiality owed to the disclosing party before received;
 - (c) was disclosed to it by a third party without obligation of confidentiality owed to the disclosing party; or
 - (d) is independently developed by the receiving party without using any of the Confidential Information.

If a judicial or governmental request or order seeks Confidential Information, or the receiving party is required by any applicable law, the receiving party may disclose that Confidential Information as requested or ordered, or as required by that law.

4. **PATIENT DATA, PII, AND PCI.** If required by applicable law, the Parties will enter into a mutually agreeable business associate agreement ("BAA") and data security agreement ("DSA"). The BAA and DSA are independent, stand-alone agreements and survive any termination of this Agreement. This Agreement does not amend, alter, or limit the BAA or DSA. With respect to Patient Data, PII, and PCI, if a conflict arises between this Agreement and the BAA or DSA, the BAA or DSA, as applicable, governs.

5. **INDEMNIFICATION.** Each Party will indemnify the other from any third-party claim, lawsuit, action, and legal expense relating to the indemnifying party's negligent act or omission, intentional misconduct, misrepresentation, or breach of this Agreement. This Section survives this Agreement's termination.

6. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY, OR ANY OF ITS SUBSIDIARIES, AFFILIATES, FACILITIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR OTHER INDIRECT DAMAGES, LOSSES, OR EXPENSES.

7. **GENERAL COMPLIANCE WITH LAWS.** Both Parties will comply with all applicable federal, state, and local laws, statutes, regulations, rules, orders, and ordinances.
8. **DISPUTE RESOLUTION.** Before either Party files a claim in court against the other, it will meet with the other Party in good faith to resolve any controversies or claims that arise under this Agreement.
9. **INJUNCTIVE RELIEF.** For Agreement breaches that may result in damages not adequately redressed by monetary damages or legal remedies alone, each Party is entitled to seek injunctive and other equitable relief without being required to post a bond.
10. **ASSIGNMENT.** Neither Party may assign this Agreement without the other Party's prior written consent. This Agreement binds and benefits the Parties' successors and permitted assigns.
11. **CHANGE OF CONTROL.** If a third party acquires a controlling interest (i.e., 50% ownership or more) of Employer, Employer will notify Intermountain within fifteen (15) days of the acquisition and, upon this acquisition, Intermountain may immediately terminate this Agreement upon written notice to Employer.
12. **GOVERNING LAW: VENUE: ATTORNEYS' FEES.** Utah laws, excluding its conflict-of-law provisions, govern this Agreement, and both Parties submit to the exclusive jurisdiction of state and federal courts in Utah. The prevailing Party in any litigation proceedings is entitled to recover its reasonable attorneys' fees, other fees, and costs incurred in the litigation, in addition to any other relief to which that Party may be entitled.
13. **FORCE MAJEURE.** "Force Majeure" means any delay caused by acts of nature, strikes, lockouts, other labor troubles, riots, civil commotion, insurrection, war or other reason not the delayed party's fault (financial inability excepted). If a Force Majeure prevents a Party from discharging its obligation under this Agreement, that Party will not be in breach of this Agreement, and the performance period for that Party's obligations will extend for a period equivalent to the delay period caused by the Force Majeure. A Party claiming Force Majeure excuses its performance, will give prompt written notice to the other Party of the Force Majeure, use its best efforts to avoid or remove that Force Majeure, and continue to perform to the extent possible.
14. **NO PUBLICITY.** Employer will not distribute any publicity regarding this Agreement or use Intermountain as a business reference in any form without receiving prior written approval from an Intermountain vice president.
15. **NOTICES.** Each notice under this Agreement must be in writing, addressed to the appropriate party as set forth on the Agreement's cover page, and delivered to the other Party by email and by either overnight courier or first-class U.S. Mail (postage prepaid and return receipt requested).
16. **RELATIONSHIP: THIRD PARTY BENEFICIARIES: NON-SOLICITATION.** The Parties are independent contractors, and this Agreement does not constitute — and must not be construed to create — a partnership, agency, joint venture, or employment relationship. Nothing in this Agreement gives one Party the right, power, or authority to bind the other. Unless it states otherwise, this Agreement does not create any right in, or inure to the benefit of, any third parties.
17. **CUMULATIVE REMEDIES: SURVIVAL.** All remedies provided in this Agreement, at law, or in equity, are cumulative and do not limit a Party's other available rights or remedies. In addition to the provisions that are expressly made to survive this Agreement, the Agreement's provisions that by their nature are intended to survive, will survive this Agreement's termination.

18. **MISCELLANEOUS.** This Agreement contains the entire agreement and understanding between the Parties relating to this Agreement's subject matter. Except as specifically contemplated in this Agreement, the Parties may only modify this Agreement with a written amendment signed by both Parties. No failure by either Party to enforce or exercise any right under this Agreement constitutes a waiver. If an Agreement provision is invalid or unenforceable, then the remainder of this Agreement will remain in full force and effect. Each section heading in this Agreement is for convenience only and does not modify or restrict any Agreement term. The Parties may sign this Agreement in counterparts, each when signed and delivered will be deemed an original, and together constitute one and the same instrument. The Parties may sign and deliver this Agreement by facsimile or other electronic means, such as e-mail. A Party's duly authorized representative will sign this Agreement, and each signature constitutes conclusive proof of that person's authority to bind the Party represented by that person.

ATTACHMENT C
Fee Schedule and Contract Term

Employee Population: 977

The Employee Population will be updated by Employer in accordance with Sections 1.3 and 2.1 of Attachment A.

Payment Options (Select One):

\$2.60

PEPM RATE

This PEPM Rate is calculated as the Per Employee Per Month (PEPM) Fee x Employee Population and will be billed quarterly.

N/A

FLAT RATE

This Flat Rate Fee represents an annual rate that can be paid in an annual lump sum or quarterly disbursements, as indicated below. Changes to the Employee Population do not necessarily equate to changes in the Flat Rate Fee. Flat rate pricing is typically only used for employer groups under 100.

ANNUAL FLAT RATE (CHECK THIS BOX TO BE BILLED ANNUALLY FOR EAP SERVICES AT THE BEGINNING OF SERVICE YEAR.)

QUARTERLY FLAT RATE: (CHECK THIS BOX TO BE BILLED QUARTERLY FOR EAP SERVICES AT THE END OF THE QUARTER.)

Contract Term (Select One):

1 year

2 years

3 years

Payment Rate (PEPM or FLAT)

Year 1

Year 2

Year 3

ATTACHMENT D
Service Models and Terms

Service Models for Brief Counseling and Organizational Service Time (Select One)

- 5 Session Service Model:** Up to 5 sessions per family, per incident; 5 hours dedicated Organizational Service Time (virtual or in-person), including onboarding, training, adverse event response
- 8 Session Service Model:** Up to 8 sessions per family, per incident; 8 hours dedicated Organizational Service Time (virtual or in-person) including onboarding, training, adverse event response
- 5 Session Virtual Only Service Model:** Up to 5 virtual sessions per family, per incident; 5 hours dedicated Organizational Service Time (virtual only) including onboarding, training, adverse event response
- 8 Session Virtual Only Service Model:** Up to 8 virtual sessions per family, per incident; 8 hours dedicated Organizational Service Time (virtual only) including onboarding, training, adverse event response

Additional Organizational Service Time: Organizational Service Time requested beyond the dedicated Organizational Service Time hours included in the selected Service Model (see above) will be charged at \$295/hour.

Travel: Employer will pay Intermountain a separate fee for Excess Travel Time when appropriate. Intermountain will not charge Employer for up to one hour of total travel time for each onsite Organizational Service Time event. Total Intermountain travel time for an Organizational Service Time event that exceeds one hour is referred to herein as "Excess Travel Time." Employer will pay Intermountain \$100 per hour for any Excess Travel Time.

