

**FAMILY RESOURCES OF GREATER NEBRASKA, PC
AFFILIATE CONTRACT**

THIS AGREEMENT is made as of _____ between Family Resources of Greater Nebraska, PC, incorporated under the laws of the state of Nebraska (hereinafter referred to as FRGN), having its principal office at 3532 West Capital Avenue, Grand Island, NE 68803 and _____, an EAP Service Affiliate, having an office at _____ hereinafter referred to as "AFFILIATE".

FED ID # _____ . Phone # _____ Fax# _____

WHEREAS, FRGN has entered into a contract with companies (collectively referred to as the "EMPLOYER") to provide employee assistance programs (EAP), and FRGN desires that a part of these services which FRGN is to provide to the Employer be rendered by the AFFILIATE as a FRGN subcontractor.

FRGN AND THE AFFILIATE AGREE AS FOLLOWS:

1. **Status of Affiliate:** As a FRGN subcontractor, the Affiliate agrees to provide assessment, treatment and referral to the Employer's employees collectively referred to as "Client", in connection with the Employer's EAP. An employee may be an individual employee or a household member of an employee, depending on contract terms between FRGN and Employer. Affiliate shall not have the right or power to assign or subcontract its rights or obligations without the written consent of FRGN. Any attempt to do so without consent shall be null and void and shall give FRGN the right to cancel and terminate this Agreement.

The persons who may provide services on behalf of the AFFILIATE are names in Attachment A, which is hereby made a part of this contract. All persons named therein are subject to the provisions of this contract.

2. **Description of Services:** The Affiliate agrees to provide assessment, treatment and/or referral service regarding broad range of psychological problems, which may include substance abuse, family problems, symptoms associated with financial and legal difficulties, job stress, etc. The affiliate's services will be rendered in accordance with FRGN procedure and record-keeping requirements, as modified from time to time. All services will be provided by the Affiliate as follows:

a. The Affiliate must have a telephone through which FRGN can contact the Affiliate and leave message for the Affiliate on a 24 hour basis. The Affiliate must maintain procedures which will enable the Affiliate to respond within twenty four (24) hours to calls received from FRGN between 8:30 A.M. and 5 P.M. CST on weekdays. If the Affiliate has agreed to perform CISM/Process Group services under Section 6A, in this contract, Affiliate must respond within 2 hours to give availability status. If the Affiliate will not be available to return telephone calls, the Affiliate will be responsible for contracting FRGN and giving FRGN reasonable advance notice of the time the Affiliate will be unavailable.

- b. FRGN will provide the Affiliate with the name, telephone number, and basic information concerning a client referred through the EAP, or a client seeking assistance through the EAP.
- c. The Client will be instructed to contact the Affiliate by telephone, within one (1) business day after receipt of session approval by FRGN. Affiliate must schedule an appointment with the Client, to be held within five (5) business days. If FRGN has designated the situation as an emergency, necessary steps will be taken by FRGN to insure telephone contact with the Affiliate within one (1) hour after receipt of notice from FRGN.
- d. The Affiliate will meet with the client for the number of appointments as pre-certified by FRGN. The affiliate shall provide only covered services that are appropriate and medically necessary. FRGN utilization review and quality assurance standards and procedures shall not diminish the Affiliate's obligation to render services consistent with a professional standard of care.
- e. If a referral is necessary, the Affiliate will consult with a FRGN case manager. Referrals will be to resources that are licensed or accredited as appropriate and clients must be made aware of their financial responsibility.
- f. Affiliate agrees not to discriminate or differentiate in the treatment of any Client based on sex, marital status, age, race, or religion. Affiliate agrees that services of the Client are provided in the same manner as any other individual receiving the services of the Affiliate.
- g. Affiliate agrees that it shall not bill, charge, collect a deposit from, or seek compensation or reimbursement from a Client or the Employer.
- h. In case of psychological/psychiatric emergencies, Affiliate agrees to obtain, where feasible, prior approval from FRGN for any services not previously authorized.
- i. Neither FRGN, CLIENT, nor EMPLOYER shall be responsible for the cost of any services rendered by the Affiliate to an individual not authorized by FRGN.
- j. Affiliate shall exercise Affiliate's independent skill and professional judgment in providing EAP services to the client. Affiliate shall have responsibility for the treatment provided to Client. The Affiliate shall not be entitled to receive any employee benefits provided by FRGN to its employees. Nothing in this Contract shall restrict the Affiliate from providing professional services to individuals outside of the scope of this Contract.
- k. Covered Services shall be provided by Affiliate at Affiliate's own office locations.

1. Affiliate shall notify FRGN:
 - 1) immediately of any actual or threatened loss, suspension, restriction or revocation of Affiliate's license or certificate to provide Covered Services;
 - 2) immediately of any malpractice action filed against Affiliate;
 - 3) immediately of any charge or finding of ethical or professional misconduct by Affiliate;
 - 4) immediately of any material change in the information provided to FRGN with this affiliate contract or in the credentialing information concerning any Professional.

3. **Confidentiality.** The Affiliate agrees to maintain confidentially in a manner consistent with the EAP agreement between the Employer and FRGN. That agreement is as follows: no information or communication made known to FRGN or Affiliates during the performance of services shall be disclosed or released to any third party without a written release by the patient, or by legal guardians, personal representatives or other person having legal responsibility for the patient. Exceptions may include a response to a subpoena or disclosures required by state or federal law. The Affiliate acknowledges that in dealing with any client identifying information, it is fully bound by applicable confidentiality laws and regulations and applicable codes of professional ethics, and it will adopt appropriate procedures for safeguarding such information.

4. **Credentials.** All Affiliates are required to hold a minimum of a master's degree and be licensed to the extent required by the jurisdictions in which the services will be rendered. All of Affiliate's services shall be provided in strict compliance with all laws, rules, regulations, and ethical requirements applicable to such services. A current resume must be on file with FRGN. A copy of the current professional license or certification and a copy of Affiliate(s) malpractice insurance policy are due within ten (10) days of the execution of this agreement. Thereafter, the Affiliate will only notify FRGN of loss of license or malpractice insurance. A renewal copy is not necessary.

5. **Insurance and Indemnity.** Each party agrees that it is liable for its own professional services and conduct. Each party is solely responsible for any and all claims, losses, expenses, damages, suits, and attorney fees. The Affiliate, at its own expense, shall maintain professional liability insurance in amounts which at no time shall be less than \$1,000,000.00 (one million dollars) per occurrence and \$3,000,000.00 (three million dollars) aggregate. This certificate of insurance must also show a valid expiration date. If any insurance coverage provided hereunder is written in a claims-made form, Affiliate shall continue to procure such coverage or shall procure "tail coverage" for the period until such time that claims for liability which would be covered by such insurance would be barred by the applicable statute of limitations.

The Affiliate certifies that all providers rendering services under this contract have never had their license revoked, or judgment made against them. Affiliate certifies that all providers rendering services under this contract have never been censured, penalized, punished or had any negative action taken by their licensing or certification governing body.

6. Compensation.

A. FRGN agrees to compensate the Affiliate for its services at the rate of **\$60.00** per hour (**Initial _____**) for the assessment, treatment, and/or referral per case referred to the affiliate. If a client fails to keep an appointment, FRGN will pay one half of the rate for the first no show only. Payment will be made within thirty (30) days after receipt of a statement and required documentation from Affiliate. FRGN reserves the right to refuse payment for any service rendered more than ninety (90) days prior to the date the statement is received by FRGN.

B. The Affiliate agrees to perform CISM (critical incidence stress management) when requested due to an accident, death or other trauma at the work site. There are two levels of debriefing requests:

1) CISM – There has been a death or serious injury and employees are directly affected. Response time is 24 hours from the time the call is received from the Employer. The Affiliate agrees to respond within 20 hours after the call is placed by FRGN.

2) Process Group – There has been a death or injury not at the work site and employees are less affected. The response time is 48 hours from the time the call is received from the Employer.

The Affiliate will be compensated at the rate of **\$150.00** per hour including travel time. (**Initial _____**)

Please initial if you are qualified and desire to perform the services described in 6B. _____

7. Compliance with Procedures, Quality Assurance Plans. Affiliate agrees to be bound by all of the provisions and regulations of FRGN and any managed care program that may be related to services rendered to a client. Affiliate agrees to participate in any peer review external audit systems, and quality assurance activities maintained by FRGN to the extent related to services rendered to the Client. Affiliate agrees to be bound by all final decisions by FRGN as it relates to the Client receiving services from the Affiliate under this Contract.

8. Information Transfer. At the conclusion of an EAP case and at other times upon request of FRGN, the Affiliate will provide FRGN with requested Affiliate's records at no charge, relating to the client. Those records relating to services provided must be completed and received by FRGN in order for FRGN to render payment. Prior to rendering services, Affiliate will provide Client with an appropriate HIPPA notification form and obtain a release of information from the client authorizing release of

information to FRGN. The Affiliate agrees that, as a subcontractor of FRGN, the exchange of employee information between the Affiliate and FRGN is permitted by confidentially laws and regulation. Any records of Affiliate pertaining to services rendered to Employees covered under this agreement shall remain available for seven (7) years.

9. **Referral Restrictions.** Self referrals are allowed following EAP sessions utilized if clinically appropriate. Referral can be made to other Affiliates of FRGN who are not in any way associated with the Affiliate. Exceptions can only be made under circumstances arranged with FRGN. In the event an assessment and/or referral is beyond the scope of services of the Affiliate, the Affiliate agrees to refer the Client to FRGN, which shall then refer the Client to another health care provider.

10. **Term of Contract and Termination.** The term of this Contract shall be for one year commencing as of the agreement date and this Contract shall be automatically renewed from year to year with the same terms and provisions, unless terminated or amended by agreement of the parties. FRGN shall have the right to terminate this contract immediately in the event of (a) breach of this Contract by the Affiliate; (b) termination of FRGN EAP contract with any Employer; (c) violation of the code of ethics germane to the affiliate's credentials. In all other cases, 30 days written notice shall be given by either party prior to any termination of this Contract.

11. **Non-Compete.**

A. Affiliate agrees that for a period of one year after termination of this Agreement, Affiliate will not enter into any contractual arrangement with, or actively solicit, any employer contracting with FRGN for EAP services (known to the Affiliate), for the purposes of rendering EAP services comparable to those rendered under this Agreement. This Contract does not confer upon Affiliate any exclusive right to provide services to Clients in Affiliate's geographical area or area of practice. FRGN explicitly reserves the right to contract with other treatment providers.

B. Affiliate agrees that, with respect to any and all propriety information, including but not limited to (i) business plans, data, summaries, reports or other materials relating to the FRGN'S methodology, delivery systems, contract, networks or staffing, (ii) plans, projections, proposals and the names of prospective Client Organizations, (iii) financial and strategic information and (iv) information regarding current Client Organizations (the "Proprietary Information") to which Affiliate will have access in rendering services, Affiliate shall ensure that confidentiality of all such Proprietary Information. Affiliate agrees to return any Proprietary Information upon termination of this Agreement regardless of the reason for termination. These restrictions shall not apply to any information which Affiliate can demonstrate by written record (a) was already available to the public at the time of disclosure, or subsequently became available to the public, otherwise than by breach of this Agreement; or (b) was in the possession of the receiving party prior to the date of this Agreement, but not already published.

13. **Public Relations.** Affiliate agrees that FRGN may use Affiliate's name, address, telephone number, and description of facilities, care and services in any public relations, marketing and/or sales activities.

14. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

15. **Authority.**

a. Affiliate warrants that it has the full authority and power to enter into and perform under this Contract and to make all representations, warranties and grants as set forth herein.

b. Affiliate warrants that the individual executing this Contract is properly authorized to bind Affiliate to the terms of this Contract.

16. **Governing Law and Venue.** This Contract shall be deemed to have been made and accepted in Hall County, Grand Island, NE and the laws of the State of Nebraska shall govern any interpretations or constructions of this contract. Any action pertaining to this Contract shall be commenced and prosecuted in the courts of Hall County, NE, and each party submits to the jurisdiction of said courts and waives the right to change venue.

17. **Independent Contractor.** The parties agree that this Contract does not create an employment, partnership, or joint venture relationship with FRGN or Employer. Affiliate shall not represent, and shall ensure that no Affiliate represents, that either is an agent, employee or client of FRGN or Employer.

18. **Modification.** FRGN may from time to time propose modifications to this Contract by sending written notice of the proposed modification to Affiliate. If Affiliate does not object to the proposed modification within thirty (30) days of the date that the notice is mailed, the modification shall be deemed approved by Affiliate and shall become a part of this Contract.

19. **Non-Disclosure.** The parties recognize that service fees and other aspects of the Contract are competitively sensitive; therefore, the parties will not disclose the terms of the Contract to unaffiliated third parties. FRGN reserves the right to release necessary information in the Contract if required to do so by Employer.

20. **Return of Property.** If this Contract is terminated, Affiliate shall immediately return to FRGN any orientation manuals, tapes, or practice materials provided by FRGN. Affiliate acknowledges that all materials are subject to the copyright laws and therefore may not be copied with the express written of FRGN.

IN WITNESS WHEREOF, the parties have executed this
Contract as of the day and year first written above.
Family Resources of Greater Nebraska, PC

Family Resources _____

Date _____

Affiliate _____

Date _____

ATTACHMENT A

**Employee Assistance Program Provider List
Of Affiliate Employees**

All AFFILIATE employees listed below must adhere to Section 4, Credentials, and comply as set forth.

Name

Title
