

ORDERS

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Boyd County Fiscal

COURT

Ron Cooper Co.

This was a Special Meeting of the Boyd County Fiscal Court held on September 25, 2020.
Meeting was held in the Boyd County Courthouse, Second floor Courtroom at 6:15pm.

Present Were:

Eric Chaney, County Judge Executive
Keith Watts, County Commissioner
Larry Brown, County Commissioner
Randy Stapleton, County Commissioner

Meeting was opened by Eric Chaney, County Judge.
Larry Brown was called upon to deliver the invocation.
Keith Watts recited the Pledge of Allegiance

Resolution 2020-09 – Ashland Regional Airport

Motion was made by Larry Brown and Seconded by Keith Watts to approve Resolution 2020-09 authorizing Boyd County Judge, Eric Chaney to execute an agreement between the FAA and the Ashland Regional Airport for a grant to upgrade runway lighting.

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Approval of KDMC Employee Assistance Program

Motion was made by Keith Watts and Seconded by Randy Stapleton to approve an Employee Assistance Program Management Agreement between KDMC and the Boyd County Fiscal Court.

EMPLOYEE ASSISTANCE PROGRAM MANAGEMENT AGREEMENT

This Employee Assistance Program Management Agreement is made and entered into this 29th day of September 2020 by and between Ashland Hospital Corporation d/b/a King's Daughters Medical Center ("KDMC") and Boyd County Fiscal Court ("Company").

WHEREAS, KDMC provides employee assistance services which are designed to assist supervisors in the identification, evaluation, and referral of troubled employees experiencing work performance problems;

WHEREAS, Company desires the use of KDMC's Employee Assistant Program for its employees and eligible dependents; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, the parties do hereby agree as follows:

RESPONSIBILITIES OF KDMC

1. KDMC will provide to Company technical assistance, as requested, in developing a policy statement, training outline, and other statements describing the various liaison activities of a contact person, supervisor and management.
2. KDMC will develop and conduct training program(s) for Company supervisors. Training will be scheduled and completed within a mutually agreed time period. Employee education will be completed following supervisor training. Training shall include, but is not limited to, availability of advice and consultation for supervisors, personnel, and managers; relationship of supervision to the counseling function; identification of the troubled employee; general principles of crisis management; and the need for privacy and confidentiality.
3. KDMC will conduct general employee oriented programs, if requested, designed to inform Company employees about the availability and method of utilizing the EAP.
4. If requested, KDMC's designated representative can attend regularly scheduled staff meetings as well as other meetings with Company individuals or small groups of supervisors and managers, if desired. The agenda for such meetings will be open, and the approach will be one of listening, problem solving as requested, answering questions, and developing relationships to facilitate informal future consultation or referrals of troubled employees.
5. KDMC shall provide an Employee Assistance Program for employees and family members of Company. "Employee" is defined as regular full-time, regular part-time, and PRN exempt and non-exempt employees. Family members shall consist of employee spouse and dependent(s) as defined under Company's medical plan.
6. KDMC will collect and record pertinent information about Company employee with

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RESOLUTION NO. 2020-09

BE IT RESOLVED BY THE BOYD COUNTY FISCAL COURT that Boyd County Judge Executive, Eric Chaney BE AND HEREBY is authorized to execute an Agreement between the FAA and Ashland Regional Airport for grant to upgrade runway lighting at said airport located in Worthington, Kentucky. The Ashland Regional Airport is a joint project between Boyd County, Greenup County and the City of Ashland, Kentucky.

This the 25th day of September, 2020


ERIC CHANEY
BOYD COUNTY JUDGE-EXECUTIVE

VOTING:

Commissioner Watts


Keith Watts

Commissioner Stapleton


Randy Stapleton

Commissioner Brown


Larry D. Brown

ATTEST:


SUSAN CAMPBELL
ST
BOYD COUNTY CLERKDATE: 9-25-2020

Vote as Follows:

Eric Chaney	Yes
Keith Watts	Yes
Larry Brown	Yes
Randy Stapleton	Yes

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and will be used solely by professionals of the Employee Assistance Program and will not be disclosed or released, except as permitted by the applicable law. KDMC shall, after professional assessment of the case, discuss appropriate rehabilitation assistance with Company employee. Should employee refer himself/herself to the KDMC Employee Assistance Program, the employee will not be asked to sign a consent statement, releasing information to his/her supervisor.

7. KDMC shall advise Company employee that the decision to accept assistance is voluntary. The use of sick or other leave will be authorized in accordance with Company's regulations in order to allow treatment to be pursued. If necessary, and if the employee agrees to participate in an appropriate rehabilitative program, KDMC will help the employee contact and utilize available resources if further out-patient or in-patient care is needed beyond that offered by the Employee Assistance Program.
8. When Company employee refers himself/herself to the KDMC Employee Assistance Program, KDMC will provide employee with an evaluation and refer employee to area resources or facilities for such assistance as is appropriate or necessary.
9. KDMC will maintain complete, individual case files for every Company employee who is referred for assistance. Such case records will be maintained in accordance with applicable state and federal requirements.
10. After receiving the appropriate authorization from the employee patient, KDMC shall prepare and submit to Company a quarterly statistical report of all new cases referred by Company with a classification of the problem(s) presented along with a report on all active cases.
11. KDMC shall inform Company employee and/or family members that it is their responsibility to pay for any referral services, rehabilitation or treatment programs which are not covered by medical insurance.
12. KDMC shall maintain referral service Monday through Friday from 8:00 a.m. to 4:00 p.m.

RESPONSIBILITIES OF COMPANY.

- 1 Company shall contact KDMC's EAP Coordinator to obtain information on the Employee Assistance Program, guidance in discussing the unsatisfactory job performance behavior with the employee and the method of referring him/her to the Employee Assistance Program.
2. Company shall provide a list to KDMC of those employees and/or family members eligible to participate in the program.
3. Company shall assume all costs associated with marketing and promotion of the program.
4. As the cost of the program is dependent on the number of employees, Company shall pay to KDMC a \$1.00 per employee per quarter or \$500.00 per year as a minimum fee, whichever amount is greater.
5. Company shall notify KDMC five (5) working days before the new quarter begins of the number of covered employees. Within thirty (30) days of such notification to KDMC, Company shall issue payment to KDMC.
6. Company designates Trisha Leach as Technical Supervisor for this Agreement and is responsible for its technical administration, coordinating request for services and giving

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and receiving notices hereunder. Company may change such designated representative by providing KDMC written notice of its intentions.

GENERAL TERMS AND CONDITIONS:

1. The parties to this Agreement are independent contractors and not partners or joint venturers with the other party. Nothing contained herein shall be construed as authorizing or appointing either party or any of its agents, representatives, or employees to represent the other in any matter.
2. Each party shall be responsible for its own acts and omissions in the performance of its duties hereunder, as well as the acts and omissions of its own employees and agents. Each party shall indemnify and hold harmless the other party from and against all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by the other party as a result of (i) a material breach of this Agreement by the indemnifying party; (ii) the negligence or willful misconduct of the indemnifying party arising out of, directly or indirectly, its performance of the terms and conditions of this Agreement. The provisions of this paragraph shall survive the natural expiration or termination of this Agreement.
3. This Agreement shall be for a term of three (3) years beginning Oct 1st 2020 and ending on September 30th 2023
Either party may terminate the Agreement by giving thirty (30) days advance written notice to the other party. Upon termination, this Agreement shall have no further force or effect, except as otherwise provided herein.
4. Upon termination or other expiration of this contract, each party shall return to the respective party all papers, materials, and other properties of the other held by each for purposes of performance of this contract.
5. This Agreement shall be governed according to the laws of the Commonwealth of Kentucky.
6. Any waiver, expressed or implied, of any other default by either party of any provision or provisions hereunder, shall not be deemed a waiver of any other default. The waiver of any default shall not affect the right of a party to require performance of the defaulted provision at any future time.
7. Neither party to this Agreement shall assign the contract as a whole or in part without the written consent of the other nor shall one party assign any monies, obligations, or entitlements due to become due to it hereunder without the previous consent of the other party.
8. Notices or communications required or permitted to be given under this Agreement shall be deemed given to the respective parties on the date delivered by certified mail, return receipt requested to the following addresses unless a different address is otherwise designated in writing.

<u>If to KDMC.</u>	<u>If to Company:</u>
King's Daughters Medical Center	Boyd County Fiscal Court
2201 Lexington Avenue	PO Box 423
Ashland, KY 41101	Catlettsburg, KY 41129

9. In the event that a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the invalid or unenforceable provision(s) shall be deemed to be deleted from the Agreement effective as of the date of the court's decision and the Agreement shall be construed to give effect to the remaining provisions. If the remainder of the Agreement after deletion of the invalid or unenforceable provision(s) is insufficient

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to give effect to the intent of the parties at the time the Agreement was executed, the Agreement shall terminate. In the event either party, in good faith, determined subsequent to the execution of this Agreement that any provision of it, or the entire Agreement, conflicts with the law under which this Agreement is to be construed or with federal or state law or with Medicare or Stark statutes and regulations, this Agreement may be terminated, amended or renegotiated at the option of the party adversely affected by the conflict with the law.

10. This Agreement contains the entire agreement with regard to the matters addressed herein and supersedes any and all other agreements between the parties, whether oral or in writing, concerning such matters.

11. Company affirms that it is aware that KDMC operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven day a week compliance hot-line (877) 327-4145. Company has been informed that the KDMC Compliance Program documentation is available at www.kdmc.com, (select Services menu, select AZ, select Legal Services). Company has reviewed the Compliance Program documents, understands the requirements thereof, and agrees to abide therewith throughout the term of this Agreement. It is understood that should Company be found to have violated the KDMC Compliance Program, KDMC can, at its sole discretion, immediately terminate this Agreement upon written notice. Company recognizes that it is under an affirmative obligation to immediately report to KDMC's Corporate Compliance Officer, through the compliance hot-line, in writing or directly [(606) 408-4145], any action by an agent or employee of KDMC which Company believes, in good faith, violates an ethical, professional or legal standard.

Company hereby represents and warrants that it is not, and at no time has been, excluded from participation in any federally funded health care program, including Medicare and Medicaid. Company hereby agrees to immediately notify KDMC of any threatened, proposed or actual debarment, suspension, or exclusion from any federally funded healthcare program including Medicare and Medicaid.

Company acknowledges that KDMC has provided it with information relative to the False Claims Act (FCA): This includes but is not limited to the following:

- i. False Claims Act. The FCA imposes civil liability on any person or entity that knowingly submits, or causes to be submitted, a false or fraudulent claim for payment to the US government. The FCA also prohibits knowingly making or using (or causing to be made or used) false records or statements in order to get a false or fraudulent claim paid by the federal government.
- ii. Enforcement and Penalties. Under the False Claims Act, 31 U.S. SS 3729-3733, those who knowingly submit, or cause another person or entity to submit, false claims for payment of government funds are liable for three times the government's damages plus civil penalties per false claim. Other possible enforcement actions include suspension of payment, referral to the Office of Inspector General for potential exclusion from the program, or disenrollment.
- iii. Reporting. Information regarding a potential false claims violation should be reported to KDMC's Compliance Officer or anonymously to KDMC's Compliance hotline at 1-877-327-4145 or such other telephone number designated by KDMC.
- iv. Whistleblowers/protections. Under the FCA, persons may file a qui tam or whistleblower lawsuit against an individual or entity on behalf of themselves and the government. The person filing the lawsuit is protected against discharge, demotion, suspension, threats, harassment, and discrimination related to such lawsuit."

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12. Education and Training. Representative will complete Focus Arrangements Training and annual Corporate Compliance Training, as may be required by KDMC from time to time.
13. Certification. The parties agree that they shall not violate the Anti-Kickback Statute and the Stark Law with respect to the performance of the Agreement.

ASHLAND HOSPITAL CORPORATION DIB/A KING'S DAUGHTERS MEDICAL CENTER

By: _____

Its: _____

Date: _____

BOYD County Fiscal Court

By: _____

Its _____

Date: 9-29-20

Vote as Follows:		
Eric Chaney		Yes
Keith Watts		Yes
Larry Brown		Yes
Randy Stapleton		Yes

Motion was made by Larry Brown and Seconded by Keith Watts to have this meeting stand adjourned.

Vote as Follows:		
Eric Chaney		Yes
Keith Watts		Yes
Larry Brown		Yes
Randy Stapleton		Yes

