

B
R

**BROKEN ARROW PUBLIC SCHOOLS**  
*Educating Today      Leading Tomorrow*

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: 04/17/2024

Contract/Agreement Vendor: Community Care / Terry Stover  
Name of Vendor & Contact Person

tstover@ccok.com  
Vendor Email Address

Community Care Employee Assistance Program is a health maintenance organization.  
Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase , any titles, and details for the Board of Education to review.

RENEWAL / District Employees  
Reason/Audience to benefit

05/06/2024         
BOE Date      Amount of agreement

Person Submitting Contract/Agreement for Review: Karen Schwab / Andrea Jackson      ESC/HR

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator: Karen Schwab

Does this Contract/Agreement utilize technology? YES/NO NO  
 If yes, Technology Admin: \_\_\_\_\_

Cabinet Team Member:

Funding Source: GENERAL      PRJ 180 FUNCT 2575 OBJ 336  
Fund/Project      OCAS Coding

**Consent**

**Action**

Accept and approve the RENEWAL Agreement between Broken Arrow Public Schools and Community Care Employee Assistance Program to provide a professional assessment and referrals for counseling services to employees and their dependents.

Cost to the District is \$0.64 (PEPM) and will be paid from General Funds. The dates of services will be 7/1/2024 to 6/30/2025.

**Summary** This area must be complete with full explanation of contract

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*



March 21, 2024

Broken Arrow Public Schools

Attn: Lesley Self  
701 S Main St  
Broken Arrow, OK 74012

Dear Ms. Self,

We are pleased that you have selected the CommunityCare Employee Assistance Program provided by CommunityCare HMO, Inc. ("EAP") as your provider of EAP services for [07/01/2024 - 06/30/2025]. It is our goal to provide a quality EAP to you and your employees. Please accept this contract for your review, and sign and return. After receiving the contract, our office will sign it and then contact you to set up the integration of EAP with your company and present your copy to you.

If you have any additional questions, please call me at your convenience at 918-594-5295 ext. 4145 or 800-221-3976. Thank you for selecting CommunityCare for your Employee Assistance Program needs, and I look forward to working with you and your employees.

Cordially,

*Terry L. Stover*

Terry Stover, MS, LBP, CEAP, MAC, SAP  
CommunityCare EAP Senior Manager

## EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

This Employee Assistance Program Agreement (“Agreement”) is made and entered into as of the Effective Date set forth on the signature page of this Agreement and is between CommunityCare HMO, Inc., an Oklahoma corporation with its principal office at Williams Center Tower II, Two West Second Street, Suite 100, Tulsa, Oklahoma 74103 (“CommunityCare”) and Broken Arrow Public Schools, an Oklahoma corporation with its principal office at 701 S Main St, Broken Arrow, OK 74012 (“Broken Arrow Public Schools”).

### WITNESSETH:

WHEREAS, CommunityCare is a health maintenance organization organized under the laws of the State of Oklahoma and in conformity with the Oklahoma Health Maintenance Organization Act of 2003 (36 O.S. § 6901 *et seq.*);

WHEREAS, a division of CommunityCare is responsible for providing or arranging Employee Assistance Program services (“EAP”);

WHEREAS, Company desires to retain CommunityCare to provide EAP services to individuals designated by Company as set forth in this Agreement, and CommunityCare accepts such engagement in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the agreements and undertakings set forth in this Agreement and in reliance upon the representations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

Whenever used in this Agreement, the exhibits hereto, and in any certificates, reports or other documents or instruments made or delivered pursuant to this Agreement, capitalized terms shall have the meanings set forth in this Agreement.

2. RELATIONSHIP OF PARTIES.

2.1 Participation. The execution of this Agreement shall qualify CommunityCare and counselors with whom it contracts to provide EAP services to Company.

2.2 Independent Contractor. The relationship among CommunityCare, Company and counselors with whom CommunityCare contracts is an independent contractor relationship.

3. OBLIGATIONS OF COMMUNITYCARE. CommunityCare shall perform Workplace Integration as described in Exhibit A and EAP services to Company as described in Exhibit B.

4. OBLIGATIONS OF COMPANY. Company shall cooperate with CommunityCare and counselors in the provision of EAP services under this Agreement. Company shall designate one Authorized Representative to work with CommunityCare and to expedite communications between Company and CommunityCare. Such Authorized Representative may establish joint working procedures with CommunityCare for management of the relationship between the

parties. Such Authorized Representative shall not have the authority to act on behalf of CommunityCare or to amend this Agreement without the written consent of CommunityCare. The Authorized Representative of Company is set forth on the signature page.

5. DEPARTMENT OF TRANSPORTATION PROGRAMS ("DOT").

DOT Supervisor Training and Substance Abuse Professional as defined by DOT ("SAP") services, if required, are provided by CommunityCare under the terms of this contract.

6. COMPENSATION.

Company agrees to pay for EAP services rendered pursuant to this Agreement as set forth in Exhibit C, "Compensation Schedule." The compensation will be paid by Company to CommunityCare prior to the 10th day of the month following the month in which EAP services were invoiced.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION.

7.1 General. Each party acknowledges that while performing its obligations under this Agreement it may have access to the other party's Confidential Information. With respect to all Confidential Information, beginning on the Effective Date (or on the date either party disclosed Confidential Information to the other) and continuing during and after the termination or expiration of this Agreement, neither party will disclose to any third party, except as permitted in Section x, and each party will keep the other party's Confidential Information in the strictest confidence and will only use such Confidential Information to perform its obligations under this Agreement. Each party will use the same or greater level of care to protect the other party's Confidential Information that it uses to protect its own like information, which may not be less than a reasonable degree of care. "Confidential Information" means (a) this Agreement and all related discussions, negotiations, and proposals, (b) any information, whether provided directly or indirectly, from the other party concerning Company's and CommunityCare's business, including without limitation, all software and documentation and all other tangible, intangible, visual, electronic, written, oral, present or future information such as (i) trade secrets (ii) financial information and pricing, (iii) technical information such as research, development procedures, algorithms, data, designs, and know-how, (iv) individually identifiable information, (v) business information such as operations, planning, marketing interests, and products, and (vi) customer and third-party Company information, including, but not limited to, customer lists and all related information, and (c) any information obtained or accessed by either party which, if not otherwise described above, is confidential, proprietary, or otherwise not generally available to the public, or is of such nature that a reasonable person would believe it to be confidential. Confidential Information does not include any information (w) part of the public domain or is lawfully obtained by the receiving party from a third party not under an obligation of confidentiality, (x) independently developed by the receiving party without relying on the disclosing party's Confidential Information, (y) rightfully known to the receiving party before negotiations leading up to this Agreement, or (z) free of confidentiality restrictions by agreement of the disclosing party.

- 7.2 Permitted Disclosures. CommunityCare may disclose Company's Confidential Information to any CommunityCare affiliate, related entity, agents, contractors, legal representatives, and auditors, if they have a need to know and an obligation to protect the Confidential Information that is at least as restrictive as this Agreement. Company may disclose CommunityCare Confidential Information to Personnel, if they have a need to know and are subject to written confidentiality obligations substantially similar to, but in any event at least as restrictive as, those described in Section 13.1.
- 7.3 Exception for Legal Process. Neither party will be liable to the other party for disclosure of the other party's Confidential Information if such party is obligated to disclose the other party's Confidential Information by order or regulation of any governmental entity; provided, however, such party has given timely notification to the extent it is permissible under the circumstances to the other party prior to the date of disclosure, and such party uses commercially reasonable efforts to obtain confidential treatment of such information.
- 7.4 Injunctive Relief. Each party agrees that the wrongful disclosure of Confidential Information may cause irreparable injury that is inadequately compensable in monetary damages. Accordingly, either party may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Article 13, in addition to any other remedies in law or equity.
- 7.5 Third Party Confidential Information. Neither party will disclose to the other any Confidential Information of a third party without the consent of such third party.
- 7.6 Return of Confidential Information. Upon expiration or termination of this Agreement, upon written request of the disclosing party, the receiving party will return to the disclosing party or destroy, at the disclosing party's option, any Confidential Information of the disclosing party acquired or compiled by the receiving party. Upon the disclosing party's request, the receiving party will have an officer of the receiving party certify that the disclosing party's Confidential Information has been destroyed.

8. SOLICITATION OF COUNSELOR.

Company shall not directly or indirectly solicit CommunityCare's counselors without CommunityCare's prior written consent. Solicitation shall include any conduct, during the term of this Agreement and continuing for a period of one (1) year after the termination of this Agreement, designed to persuade counselors to discontinue their arrangements with CommunityCare or to contract directly with Company for EAP services outside of the scope of this Agreement. The breach of this Section 8 during the term of this Agreement shall be grounds for termination of this Agreement pursuant to Section 9 of this Agreement. In the event of a breach of this Section 8, CommunityCare reserves all of its rights to bring an action in law or in equity to enforce its rights under this Agreement.

9. TERM AND TERMINATION.

- 9.1 Term. This Agreement shall be effective as of the date set forth on the signature page (the "Effective Date") and shall remain in effect for one year from the Effective Date, or until it is terminated in accordance with this Agreement.

- 9.2 Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement by sending a notice specifying each breach with reasonable detail, unless the breaching party cures the breach within 10 business days following receipt of the notice.
- 9.3 Termination for Convenience. CommunityCare or Company may terminate this Agreement, in whole or in part, for any reason or no reason at all by providing 120 days' written notice to the non-terminating party. Such termination will be without prejudice to any claims which CommunityCare or Company may have against the other party.
- 9.4 Effect of Termination. Company is obligated, in the event of termination as provided under this Section 9, to pay CommunityCare for undisputed payment obligations for Services performed by CommunityCare and deliverables that have been delivered to Company. Upon termination or expiration of this Agreement, Company will immediately pay any outstanding invoices to CommunityCare for Services delivered. Any termination by either party pursuant to this Section 9 is not meant as an exclusive remedy, and such terminating party may seek whatever action in law or equity as may be necessary to enforce its rights under this Agreement.

10. NOTICES.

All notices, requests, and demands with respect to this Agreement shall be given to or made upon the respective parties hereto as follows:

IF TO COMMUNITYCARE:

CommunityCare HMO, Inc.  
Attn: Nancy Horstmann, Senior VP & Chief Financial Officer  
Williams Center Tower II  
Two West Second Street, Suite 100  
Tulsa, Oklahoma 74103

IF TO BROKEN ARROW PUBLIC SCHOOLS:

Broken Arrow Public Schools  
Attn: Steve Allen, Board of Education President  
701 S Main St  
Broken Arrow, OK 74012

All such notices, requests, demands and other communications hereunder shall be in writing and shall have been deemed to have been duly given on the date of receipt if delivered by hand (with evidence of receipt), by a facsimile transmission (with evidence thereof), by a reputable overnight carrier service with evidence of delivery or sent via certified mail, return receipt requested, with proper postage prepaid.

11. MISCELLANEOUS.

- 11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, excluding Oklahoma's conflict of law rules that would apply the substantive law of another jurisdiction. Venue for any action arising out of or related to this Agreement shall be proper in the State and Federal Courts located in Tulsa County.
- 11.2 Waiver. No failure on the part of either party to exercise, nor delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any further exercise thereof, or the exercise of any other right.
- 11.3 Survival. Any provision of this Agreement, which by its nature or terms extends beyond the termination or expiration of this Agreement, will remain in effect until fulfilled.
- 11.4 Captions. Headings of the Sections are descriptive only and shall not control or affect the meanings or construction of any of the provisions of this Agreement.
- 11.5 Counterparts. This Agreement may be executed in counterparts, which taken together shall constitute one and the same instrument, and either party hereto may execute this Agreement by signing such counterpart.
- 11.6 Assignment. This Agreement and the rights, interests and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way by either party and shall not be subject to execution, attachment or similar process, nor shall the duties imposed be subcontracted or delegated without the written approval of the other party. Notwithstanding this Section 11.5, CommunityCare may assign, transfer, pledge or hypothecate this Agreement and its rights, interests and benefits to any affiliated entity of CommunityCare.
- 11.7 Amendment. This Agreement may be amended or modified only by the mutual written consent of the parties.
- 11.8 Entire Agreement. This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement and supersedes any oral or written representations or statements not expressly contained in this Agreement.
- 11.9 Client Records. All Client records maintained by CommunityCare and its counselors are the property of CommunityCare. Client records will be released only in compliance with applicable law.
- 11.10 Equal Employment Opportunities. CommunityCare employees provide CommunityCare with a wide complement of talents, contributing to workplace excellence. CommunityCare is committed to providing an equal opportunity work environment where everyone is treated with fairness,

dignity, and respect. Consequently, the parties agree that, as applicable, they will abide by all laws, regulations and policies related to nondiscrimination based on age, race, sex, gender identity, gender expression, pregnancy, marital status, height, weight, color, religion, national origin, disability, childbirth, sexual orientation, U.S. military status, status as a disabled, or other legally protected category. This applies to all decisions regarding recruiting, hiring, compensation, evaluations, promotions, transfers, staff reductions, corrective action, and terminations. CommunityCare makes reasonable accommodations for known physical and mental limitations of otherwise qualified individuals with disabilities.



Broken Arrow Public Schools		CommunityCare HMO, Inc.
By:		<i>Nancy Horstmann</i>
Its Authorized Representative:	<b>Steve Allen</b>	<b>Nancy Horstmann</b>
Title:	<b>Board of Education President</b>	<b>Senior VP &amp; Chief Financial Officer</b>
Address:	701 S Main St	Two West Second Street, Suite 100
	Broken Arrow, OK 74012	Tulsa, Oklahoma 74103
Date:		4/4/2024
Effective Date of Agreement: <i>(to be assigned by CommunityCare HMO, Inc.)</i>		<b>07/01/2024</b>

## EXHIBIT A - WORKPLACE INTEGRATION DESCRIPTION

Workplace integration services are those management consultation, training, and promotional services which are required to ensure full understanding, cooperation and effective utilization of EAP.

### A. Management Consultation

#### 1. Policy Statement Development

The CommunityCare Account Manager will meet with the appropriate Company personnel in order to prepare recommendations for the most effective administration of EAP. Based on these recommendations, consultation will be provided by the Account Manager to develop and incorporate an internal EAP policy statement into existing Company policies.

#### 2. Key Management Orientation

Following adoption of the policy statement, one or more meetings with key management as designated by the Company will occur to describe the program, explain the policy and secure top-level support.

#### 3. Supervisor Training

The EAP constitutes an effective people management tool for all supervisors. Supervisors are important to overall program success because they are in the best position to observe deteriorating job performance related to Drug-Free Workplace or DOT regulations. Supervisor intervention into EAP process must stem from observation and documentation of poor performance patterns, not from unprofessional and risky "diagnosis" of personal problems. Therefore, training must provide information, skill development and a sense of comfort to supervisors to encourage use of an effective means of addressing poor job performance. Basic training will cover essential aspects of EAP:

- Policy and goals
- Integration of EAP into existing Company procedures
- Intervention mechanics
- Individual case consultation procedures
- Awareness to Alcohol and Drugs in work plan
- Documentation, and
- Identification of Substance Abuse

All training will be developed and delivered in conjunction with the Company training department, and will be performed as follows:

- For companies with 1-50 employees, CommunityCare will provide training monthly at CommunityCare's downtown Tulsa office;
- For companies with 51-150 employees, CommunityCare will offer one (1) supervisory training session and one (1) general employee training session per quarter at the Company's primary place of business\*;

- For companies with more than 150 employees, CommunityCare will offer one (1) supervisory training session and one (1) general employee training session quarterly at up to three (3) of Company's locations \*.

The Company's initial employee count will be determined by the Company and CommunityCare prior to the Effective Date of the Agreement, and then monthly thereafter based on the Company's prior month's invoice from CommunityCare.

(\*) For trainings that require overnight stays or travel by CommunityCare's employees beyond 250 miles, the Company will pay reasonable costs of transportation and lodging, such costs to be negotiated and approved in advance by Company.

#### **4. General Workplace Trainings**

- Subject to the employee counts listed in section 3 above, one (1) training per quarter for general employees, upon Company's request
- These trainings are designed to help create a more productive workforce
- Additional seminars will be offered or developed to meet the need of the company.
- Cost for these seminars will be discussed with internal company personnel prior to presentation

#### **5. Manager/Supervisor Case Consultation**

Individual telephone consultation will be provided to managers/supervisors with regard to:

- Program procedures
- Evolving performance problems of employees
- Intervention approach/plan
- Employee referral
- Case follow-up

It is important that managers/supervisors understand that EAP is a resource for the Company to ensure employees are performing their job to maximum effectiveness, and that seeking individualized assistance is encouraged and recognized as a sign of an effective manager/supervisor.

#### **6. In-house Program Coordinator Consultation**

Consultation with a designated in-house Program Coordinator is provided relating to all facets of program functioning on a routine basis to assure maximum coordination for maximum impact. This includes ongoing personal contact and accessibility, reports and annual program evaluation.

## **7. Management Information/Reports**

**CommunityCare** utilizes its own comprehensive, advanced Normative Organization - Management Information System (No-MIS). Company will be provided information including but not limited to: actual client services provided, client demographics, nature of problems addressed, anonymous phone contact as well as other activities not related to specific cases.

## **8. Account Management**

**CommunityCare** will assign an Account Manager to the Company account.

### **a. Qualifications**

Account Managers possess a degree in the helping professions (psychology, social work or counseling) and/or have previous EAP experience.

### **b. Responsibilities**

- 1) The Account Manager is the primary contact for all communications with the Company.
- 2) The Account Manager is responsible for the provision of information and technical assistance that support the establishment and maintenance of an effective EAP.
- 3) The Account Manager is responsible for developing and revising, if necessary, an annual internal marketing plan to insure proper program promotion and visibility within the Company.
- 4) The Account Manager is responsible for developing an evaluation plan to measure the effectiveness and efficiency of the program.
- 5) The Account Manager submits timely reports to the Company's Authorized Representative on program utilization and its impact on management operations.

## **B. Program Promotion**

Critical to EAP effectiveness is the manner in which EAP services are presented, promoted and communicated. EAP will provide suggestions, if requested, and provide Company with materials to help create awareness of the EAP benefit to employees such as brochures, wallet cards, and posters.

### **1. Awareness Building**

The success of an EAP depends upon many factors, including a Company policy addressing behavioral health problems, thorough management training and ongoing promotion of the program to employees. Employees will utilize EAP with appropriate understanding of basic facts:

- Most behavioral health problems are treatable.
- Treatment success is often a function of how early treatment is sought.
- The stigma associated with asking for help is mythical and has practically disappeared.
- Employee confidentiality is maintained for non-supervisory referrals.

## **2. Communications**

In conjunction with the Company Communication Department, **CommunityCare** will disseminate pamphlets and posters designed specifically for the Company regarding EAP. Promotional materials are recommended to include:

- Program announcement letter, i.e. new telephone number
- Home mailings
- Informational brochures
- Posters in appropriate locations
- Supervisory resource manuals
- In-house newsletter articles
- Other approaches as mutually agreed upon program materials, including all standard and promotional materials as well as special mailers will be delivered in person, through organizational mail or through postal services paid for by the Company.

## EXHIBIT B - EAP SERVICES

### EAP SERVICES

An EAP is specifically designed to assist employees and their Dependents in the identification and resolution of personal problems or concerns that may have a negative impact on their personal or professional lives. CommunityCare EAP is a program of voluntary self-help available to employees and their Dependents. The decision to seek confidential assistance rests solely with the employees or their Dependents. EAP provides assessment, referral, or brief solution-based counseling.

Clinical Assessment/Referral/Follow-up Services are those direct services provided to employees and dependents who use the EAP on a self-referral basis or are referred by management because of deteriorating job performance. For the purposes of EAP, a dependent is any individual living in the immediate household of an employee or someone for whom the employee is financially responsible ("Dependent").

#### A. Initial Contact

All initial contacts are by telephone and access is available 24 hours a day, 7 days a week. Appointments are offered within three (3) business days unless a specific situation requires immediate problem assessment. Outside of normal business hours, calls are received by a live answering service which can contact on-call staff to respond to situations which require immediate attention.

#### B. Assessment

The assessment process is the direct clinical service provided to employees and dependents of the Company. The assessment is conducted by an appropriately licensed and/or experienced certified employee assistance professional. In most circumstances the interview occurs in person; however, it can be conducted via telephone or a videoconference service such as Microsoft Teams or Zoom, if necessary, unless prohibited by applicable state and federal guidelines. During the interview, Clients are encouraged to describe in detail the nature and extent of their personal problems so the counselor can make appropriate recommendations for resolving the key issues. The assessment is usually completed in a single interview, however, it may require up to three sessions.

If the counselor feels that the employee or dependent's concerns can be addressed on a short-term basis and it is clinically appropriate to do so, the counselor will meet with the client employee for up to 3 sessions at no charge to help resolve the problem.

#### C. Referral

CommunityCare utilizes other resources, including but not limited to the following services: United Way agencies; private practitioners; hospitals; state, county and privately funded services; and self-help groups, e.g Alcoholics Anonymous, Narcotics Anonymous, C.A.R.E., AlAnon, NarcAnon

The agencies or services recommended by the counselor for referral or aftercare services will be identified based upon:

- Agency's professional standing
- Quality of care provided
- Responsiveness to the client's and/or program's needs
- Client's home and work location
- Availability of transportation
- Cost and/or benefit coverage of treatment
- Waiting period between referral and agency admission
- Demographic characteristics of agency

The counselor will refer the client to appropriate agencies. In instances where insurance does not cover services, no insurance is available or insurance limits have been reached, efforts will be made to match the individual with an agency that is willing to negotiate fees based on ability to pay.

An emerging critical component to the success of any EAP is the coordination of the referral procedure with clients subscribing to HMOs in order to maximize proper provision of care to employees.

When a suitable resource is identified, the client (employee or dependent) will be referred to the appropriate agency. The EAP office will contact the referral agency and provide a summary of the findings and problems identified within the limits of EAP policy statement (as development by the Company) and confidentiality requirements. **In most cases, the counselor will only need to meet once with the client in order to make an appropriate referral.**

#### **D. Tracking/Follow-up**

##### **1. Referral Agency Follow-up**

The EAP office will contact the referral resource to learn if the employee has kept the appointment. This confirmation will be obtained via written assessment form.

##### **2. Client Follow-up**

Client follow-up by telephone or letter will be conducted by EAP. A brief reassessment may be conducted and a determination will be made whether to continue to follow up, reestablish EAP intervention, or close the case file. Follow-up categories include:

- All referrals- CommunityCare EAP will follow up with all Employees who have been referred to other resources and agencies after initial assessment
- Supervisor referrals- CommunityCare EAP will follow-up with the treatment provider or other resources or agencies on a weekly basis throughout the term of participation in the EAP process

### **3. Supervisory Follow-up**

In Company referral situations, all information exchanged with supervisors is subject to Section E (confidentiality) and is limited to: indication of whether the referred employee made contact with EAP, if the employee indicated willingness to follow the recommendations of EAP, periodic verbal reports of progress in addressing the problem, and feedback regarding return to acceptable job performance by the manager/supervisor.

### **E. Confidentiality**

To ensure the integrity and success of EAP, confidentiality guidelines of EAP are as follows:

All records pertaining to EAP will be treated with a high degree of confidentiality. Information contained in individual EAP files will not be released without the written authorization of the client (employee or Dependent), or as authorized by applicable federal and state laws, rules or regulations, including those found in 42 CFR Part 2 or 76 O.S. § 19.

When EAP clients are referred to formal and informal treatment programs, the information provided to CommunityCare from these programs falls under federally regulations such as HIPAA and 42 CFR Part 2. When applicable, a release must be obtained for information about an individual's participation in both formal and informal treatment programs.

Once the employee is involved in EAP, and job performance was the precipitating factor in the initial Company referral to the program, appropriate Company representative(s) will be informed of the response of the employee to EAP recommendations when the employee authorized internal release of information. A confidentiality agreement will be entered into between CommunityCare and the Company upon signing the contract.

### **SAP SERVICES**

If your company falls under the DOT rule, 49 CFR Part 40, then CommunityCare EAP provides SAP services. The Department of Transportation's (DOT) rule, 49 CFR Part 40 describes required procedures for conducting workplace drug and alcohol testing for the federally regulated transportation industry.

SAP Services include:

- Evaluation for employees who have violated a DOT drug and alcohol program regulation
- Recommendations concerning education and/or treatment
- Follow-up testing
- Aftercare recommendations
- Reports to the Designated Employee Representative (DER)



## EXHIBIT C - COMPENSATION SCHEDULE

1. TOTAL NUMBER OF ALL EMPLOYEES: 2,371
  - a. Inside Tulsa Metro Area (70 miles or less): 2,371
  - b. Outside Tulsa Metro Area (Inside Oklahoma): 0
  - c. Outside State (Please specify # of employees in each state and their cities): 0
  
2. TOTAL NUMBER OF DEPARTMENT OF TRANSPORTATION EMPLOYEES ONLY (if applicable): \_\_\_\_\_
  
3. RATES: \$0.64 Per Employee Per Month (“PEPM”) during [07/01/2024 - 06/30/2025]
  
4. MODEL: 1 - 3 EAP sessions per Employee or Dependent, per issue, per year
  
5. IMPLEMENTATION FEE: ~~\$1,000.00~~-Waived
  
6. BILLING CYCLE: Monthly (unless otherwise specified by CommunityCare)

### EXCLUSIONS:

1. In the event that Company prepares or purchases brochures (other than the standard brochures supplied by CommunityCare), special mail pieces, or other materials related to the services to be provided by CommunityCare under this Agreement for distribution to individuals, Company shall be responsible for the cost of printing or purchasing and distributing such items. In the event that CommunityCare prepares or purchases such items, CommunityCare agrees to obtain from Company prior written approval of all costs to be incurred. In no event shall either party distribute any materials to Employees of Company or others without first obtaining written approval for such distribution from the other party.
  
2. All expenses related to travel of CommunityCare employees that is requested by Company to locations outside of the state of Oklahoma, shall be paid by Company, including overnight stays, lodging, airfare or car rental.