



CommunityCare
Employee Assistance Program and
BROKEN ARROW PUBLIC SCHOOLS
Agreement

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COMMUNITYCARE EMPLOYEE ASSISTANCE PROGRAM (EAP) AGREEMENT

This CommunityCare EAP Agreement (this "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 ("CommunityCare") and **BROKEN ARROW PUBLIC SCHOOLS** ("Company").

WITNESSETH:

WHEREAS, CommunityCare is a health maintenance organization organized under the laws of the State of Oklahoma and in conformity with the requirements of the Oklahoma Public Health Code, Okla. Stat. tit. 63, § 2501 *et seq.* (Supp. 1992) and in the process of qualifying under the Federal Health Maintenance Organization Act of 1973 (42 U.S.C. § 300(3) *et seq.*);

WHEREAS, a division of CommunityCare is responsible for providing or arranging EAP services for Client Companies and such division is referred to as CommunityCare EAP;

WHEREAS, Company desires to retain CommunityCare to provide EAP services to Company employees 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 Exhibit A.

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 provide EAP services. These services are described in a separate document attached hereto as Exhibit B. CommunityCare shall perform all additional acts required to carry out the EAP services.

4. OBLIGATIONS OF COMPANY. The Company shall cooperate with CommunityCare and Counselors in the provision of EAP services under this Agreement. The 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 the convenient management of the relationship between the parties. Such Authorized Representative shall not have the authority to amend this Agreement. The Authorized Representative is set forth on the signature page.

5. DEPARTMENT OF TRANSPORTATION PROGRAMS.

DOT training and SAP services are provided by Community Care EAP under the terms of this contract.

6. COMPENSATION.

Company agrees to pay for EAP services rendered pursuant to this Agreement, those fees and charges set forth in Exhibit C, entitled "Compensation Schedule." The compensation will be paid no later than the 10th day of the month following the month in which the EAP services were billed.

7. PROPRIETARY INFORMATION.

All CommunityCare agreements, documentation, financial arrangements, policy and procedure manuals and forms related thereto, Company and Client records, files (other than patient medical files), and fee schedules are confidential and proprietary information to CommunityCare. Company shall not disclose or use any proprietary information, trade secrets, or CommunityCare confidential information for its own benefit or gain either during the term of this Agreement or after the termination of this Agreement. Upon termination of this Agreement, Company shall return to CommunityCare all proprietary information in its possession in the manner to be specified by CommunityCare. Company shall cooperate with CommunityCare in maintaining the confidentiality of such proprietary information at all times.

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.

9. TERMINATION OF AGREEMENT AND TERMINATION PROTOCOL.

- 9.1 This agreement shall be effective as of the date set forth on the signature page (the "Effective Date") and shall continue in full force and effect until terminated as provided herein.
- 9.2 Either party may, at its option, terminate this Agreement without cause, upon one hundred twenty (120) days' written notice.
- 9.3 Either party hereto may terminate this Agreement with less than 120 day's written notice for Cause; for purposes of this Agreement, "Cause" shall mean:
- 9.3.1 any license or approval of any governmental or regulatory body necessary to enable either party to comply with its obligations under this Agreement, is revoked or materially modified;
- 9.3.2 default by either party in the performance of any obligation contained in this Agreement, and such default shall have continued unremedied for a period of ninety (90) days after it shall have become known to the defaulting party.
- 9.4 Any termination pursuant to Sections 9.2 or 9.3 shall be communicated by Notice of Termination; for purposes of this Agreement a "Notice of Termination" means a written Notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth, in the event of termination pursuant to Section 9.3 hereof, in reasonable detail the facts and circumstances that must be cured to avoid termination, and (iii) specifies the termination date of this Agreement.
- 9.5 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 HMO:

CommunityCare HMO
Attn: Robert L. Bush, President & CEO
Williams Center Tower II
Two West Second Street, Suite 100
Tulsa, Oklahoma 74103
(continued on next page)

IF TO COMPANY:

Address as on the signature page

or in such manner as to either party hereto, as such party may designate by written notice to the other party hereto. All such notices, requests, demands and other communications hereunder shall be in writing and shall have been deemed to have been duly given if delivered by hand (with proper receipt), by a facsimile transmission (with proper evidence thereof), or mailed, certified or registered 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, without reference to principles of conflicts of law.
- 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 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.
- 11.4 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.
- 11.5 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.
- 11.6 Amendment. This Agreement may be amended or modified only by the mutual written consent of the parties.
- 11.7 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.
- 11.8 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.

	BROKEN ARROW PUBLIC SCHOOLS	CommunityCare HMO
By:		
Its Designated Representative:	Steve Allen	Robert L. Bush
Title:	Board of Education President	President & Chief Executive Officer
Address:	701 S Main St	Two West Second Street, Suite 100
	Broken Arrow, OK 74012	Tulsa, Oklahoma 74103
Date:		
Effective Date of Agreement: <i>(to be assigned by CommunityCare HMO)</i>		07/01/2021

EXHIBIT A - DEFINITIONS

“CLIENT” means any person who is qualified by a Client Company for services according to the Client Company’s contract with CommunityCare.

” CLIENT COMPANY” means a company which has contracted for EAP services from CommunityCare.

“CLIENT COMPANY CONTRACT” is a contract between CommunityCare and Client Company setting forth terms and conditions and services to be provided to Clients.

” COMMUNITYCARE EAP SAIF” means the CommunityCare standardized assessment intake form which contains the assessment procedures to guide Counselor.

“EAP” or employee assistance program means a professional assessment/referral and/or counseling service that is offered by CommunityCare to Clients who may be experiencing personal problems that may impact their job performance.

“EMERGENCY” means a condition of command hallucinations (psychosis), suicidality, homicidally, medical withdrawal detoxification and any other condition for which treatment cannot be delayed for the time required to reach CommunityCare EAP without risking permanent damage to the patient or others.

“SAP” means a Substance Abuse Professional as defined by the Department of Transportation regulations.

“SUPERVISOR” means a management employee of a Client Company.

EXHIBIT B - 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 the EAP.

A. Management Consultation

1. Policy Statement Development

The **CommunityCare** Account Manager will meet with the appropriate Company Personnel (Personnel, Training, Employee Benefits, Safety, Security, Legal Representatives) in order to prepare recommendations for the most effective administration of the program. 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 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 Department of Transportation. Supervisor intervention into job problems 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 the 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 employer'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 the employer'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

- One (1) training per quarter for general employees
- 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 the EAP is a resource for assisting them in 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). The 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 HMO 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 as is necessary an annual Internal Marketing Plan to insure proper program promotion and visibility.
- 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 management on program utilization and its impact on management operations.

B. Program Promotion

Critical to EAP effectiveness is the manner in which the EAP services are presented, promoted and communicated. An Internal Marketing Plan will be developed initially and revised annually as needed and will be comprised of Awareness Building, Education/Prevention Services and Communications.

1. Awareness Building

The success of an EAP belonging to an organization 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 the 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 for non-supervisory referrals.

COMMUNITYCARE will work with Company management to tailor the awareness efforts to fit Company needs. Specific awareness building activities will include:

2. Communications

In conjunction with the Company Communication Department, **COMMUNITYCARE** will disseminate pamphlets and posters designed specifically for the Company regarding the 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.

EAP SERVICES

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

A. Initial Contact

All initial contacts are by telephone access 24 hours/day 7 days/week. Appointments are offered within three (3) business days unless an emergency 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 emergencies.

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 degreed and experienced professional. In most circumstances the interview occurs in person; however, it can be conducted via telephone, 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 that the Counselor can make appropriate recommendations for resolving all of the key issues. The assessment is usually completed in a single interview, however, it may require up to three sessions.

If the problem is of a minor nature and the Counselor feels that the problem 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 the following services: United Way agencies; private practitioners; hospitals; state, county and privately funded services; and self-help groups, i.e. Alcoholics Anonymous, Narcotics Anonymous, C.A.R.E., AlAnon, NarcAnon, etc.

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 agencies that accept applicable company insurance. In those 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 the 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 source 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. A brief reassessment will 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-Four weeks
- Job Performance based on referrals-Weekly throughout treatment
- Return-to-work sessions with supervisory referral requiring treatment or at the request of the employer.

3. Supervisory Follow-up

In management 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 the EAP, if the employee indicated willingness to follow the recommendations of the 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 insure the integrity and success of the EAP, confidentiality guidelines of the EAP are as follows:

All records pertaining to the 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, or under federal and state guidelines provided in 42 CFR Part II or 760.S. Supp. 1986 Section 19.

When EAP clients are referred to formal and informal treatment programs, the information provided to CommunityCare from these programs falls under federally regulated Confidentiality Guidelines. 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 the EAP, and job performance is the precipitating factor in the initial referral to the program, appropriate Company representative(s) will be informed of the response of the employee to the 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 Department of Transportation's (DOT) rule, 49 CFR Part 40, then CommunityCare Employee Assistance Program 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 DER

EXHIBIT C - COMPENSATION SCHEDULE

BROKEN ARROW PUBLIC SCHOOLS

1. TOTAL NUMBER OF ALL EMPLOYEES: 2,350
 - a. Inside Tulsa Metro Area (70 miles or less): 2,350
 - 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 DOT EMPLOYEES ONLY (if applicable):

3. RATES: \$0.65 PEPM

4. MODEL: 1 - 3 sessions

5. IMPLEMENTATION FEE: ~~\$250-00~~ Waived

6. BILLING CYCLE: Monthly (unless otherwise specified by CCEAP or requested)

EXCLUSIONS:

1. In the event that Company prepares or purchases brochures (other than the standard brochures supplied by CCHMO), special mail pieces, or other materials related to the services to be provided by CCHMO under this Agreement for distribution to covered lives, Company shall be responsible for the cost of printing or purchasing and distributing such items. In the event that CCHMO prepares or purchases such items, CCHMO agrees to obtain from Company prior written approval of all costs to be incurred. In no event shall CCHMO distribute any materials to covered lives of Company prior to obtaining written approval for such distribution from Company.

2. All expenses related to requested travel by Company to locations outside of Tulsa and contiguous counties, shall be paid by Company, for example overnight stays, lodging, air fair or car rental.

(*) Department of Transportation