

Finance Committee Meeting

AGENDA

October 1, 2013

I. CALL TO ORDER

II. MATTERS BEFORE COMMITTEE

- 1. <u>Approval Insurance Plan Amendment</u>
- 2. Approval Corp Care Employee Assistance Program (EAP)

III. ADJOURN



Finance Committee Meeting

AGENDA

October 1, 2013

Item:
Approval - Insurance Plan Amendment Department:
Additional Information:
Financial Impact:
Budgeted Item:
Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

Insurance Plan Amendment

Amendment 111-2013-04

Effective January 1, 2013

Plan Amendment to Plan Document and Summary Plan Description of City of Monroe Group Health Plan

1. On Page 18, the following is deleted from Item (1) under Covered Charges:

Room charges made by a Hospital having only private rooms will be paid at 80% of the average private room rate.

It is replaced with the following:

The maximum allowable for Room charges made by a Hospital having only private rooms will be the average private room rate. Deductible, Coinsurance, and all other Plan Provisions will apply.

- **2.** On Page 37, the following is deleted from Exclusions:
 - (31) Orthotics. Charges in connection with orthotics.

ACCE	PTED:
by	
•	City of Monroe
Date:	



Finance Committee Meeting

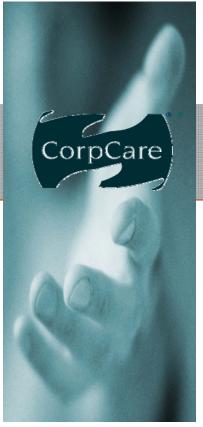
AGENDA

October 1, 2013

Item:	
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Addit	ional Information:
Finan	icial Impact:
Budg	eted Item:
Reco	mmendation / Request:
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Employee Assistance Program for City of Monroe

Presented to:

City of Monroe
Monroe, Georgia
mjackson@monroega.gov

770.266.5116

Presented by:

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Since 1991 CorpCare Associates, Inc. has assisted thousands of employees and dependents attempting to resolve personal problems that impact productivity, health and relationships. Over the years we have grown as a company recognizing these principles that guide us daily. We believe these to be critical elements in all operations and intent.

- 1. Customer service is our top priority to the employer, employee and family member.
- 2. Reliability remains our operational focus, while accountability is our keystone.
- 3. Our greatest value is relationships, in those we care for with the employee, and those we serve in the client.
- 4. We strive for excellence practicing integrity in all endeavors.
- 5. We foster a passion for helping others.
- 6. We are a mission driven company.

Thank you for considering CorpCare where we do not take your trust for granted. We appreciate your interest and hope you find this information helpful. Realizing during times of crisis that you selected the right EAP provides an invaluable sense of security.

Executive Summary

CorpCare Associates, Inc. appreciates this opportunity to respond to your request for a proposal for Employee Assistance Program (EAP) and Work-Life service. Established in 1991, CorpCare has grown through successful delivery of integrated Employee Assistance Programs. We serve 70 companies employing 150,000 employees, totaling 350,000 members (employees and dependents) nationwide under a variety of customized programs.

CorpCare experiences long-term partnering relationships with clients and is proud that our average length of service is currently over eleven years. These partnerships have experienced the best in the employee assistance industry by receiving reliable clinical services that have created results as improved morale, retaining valuable employees, reduction of healthcare costs, improved attendance and performance, resolving conflicts, providing effective business solutions and improved overall productivity and wellness. CorpCares EAP is a solution-focused system of care that keeps work-related concerns at its core.

Employers such as the PGA TOUR, The Wendy's Company, Arby's Restaurant Group, Alston & Bird and many others rely on our expertise. Our EAP intervenes quietly, efficiently and competently with 85% of all cases resolved without referral for additional therapeutic assistance. CorpCare recognizes both the employer and the employee as our client. It is essential to offer services that are customized to fit the employer's corporate culture as well as the employee and her family's needs. CorpCares unique approach strives to provide programs and services that promote healthy employees and productive work environments.

Today there are many EAP varieties to consider. As a company solely dedicated to EAP where our customers remain our greatest concern and primary interest, all of CorpCare's efforts are to serve with integrity the challenging personal needs of troubled employees. In today's EAP marketplace old adages of 'you pay for what you get' and 'not all is created equal' apply to our industry. It is critical for the educated purchaser to make the right decision regarding EAP. A poor decision results in employees underserved and your company experiencing unreliable services. As a result, difficult situations can have disastrous outcomes.

We appreciate this opportunity to share with you the CorpCare Approach...

Executive Summary

Satisfaction and the delivery of superior clinical outcomes is the "CorpCare Approach."

"You guys offer a great service at a very reasonable rate. We look forward to continuing the relationship."

-CorpCare client

The Personal Emphasis in Counseling

CorpCares philosophy, based upon clinical best practices, support face-to-face (personal) counseling as the most effective means for delivering professional counseling services. Assisting an employee/dependent personally dramatically reduces the chance of misdiagnosis. Technology (telephonic and internet support services) have provided new opportunities and meet a need; however it cannot replace the personal touch in delivering human services. Eighty percent (80%) of communication is "body language," and clearly online or telephonic sessions leave out much of this visual information. If a CorpCare therapist needs to conduct a telephonic counseling session, it is due to mitigating circumstances that precludes the client from attending a face-to-face session. In the case of a minor, clinical treatment requires the consent of a guardian.

Quality of Care

Essential to the delivery of effective clinical services is our daily approach to quality assurance. CorpCare recognizes objectives set forth by NCQA (National Committee for Quality Assurance), American Healthcare Commission and EAPA/EASNA (EAP professional associations) and is dedicated to providing the best quality employee assistance services offered today. We examine these five processes:

- Promote positive outcomes
- Improve employee job performance and attendance
- Ensure that CorpCares performance is integrated with each client's corporate goals and objectives
- Foster consistent applications of quality improvement methods and tools to improve EAP services
- Practice proven EAP industry service standards developed over the past 60 years designed to maintain an effective and reliable process

CorpCares continued commitment to delivering quality care is measurable. We have developed performance indicators that measure quality of services such as affiliate and referral resources, response timeliness, information management systems, clinical case management outcomes, client satisfaction/EAP evaluations and statistical utilization of services. As part of our quality assurance measures, any complaint is considered seriously and handled expeditiously. CorpCare receives few complaints to date. Understanding that no service is perfect, we are quick to recognize any errors and working with our clients, provide solutions and proactively develop policies, procedures and systems to improve the quality of services we deliver.

Summary of Services

"I received excellent feedback from our employees. Our Client Manager has been of tremendous assistance to our agency. She is competent, professional and possesses a warm personality. I just can't say enough and look forward to a continued, successful relationship with CorpCare."

-CorpCare client

Summary of Services

CorpCares comprehensive Employee Assistance Program strives to produce happier, healthier, more productive employees. CorpCare EAP equips the employee and his/her family members with the tools needed in addressing and resolving situations that arise at work and at home. A detailed description of these services can be found in the **Member Services section** (see Page 10).

- 24/7 Toll-Free Dedicated Helpline with Language Line
- Personal Face-to-Face Counseling
- Legal/Financial Consultations
- Interactive Website
- Enhanced Work-life
- Customized National Affiliate Network

CorpCares EAP provides employer services available to your human resource personnel and managers. A detailed description of these services can be found in the **Employer Services section** (see Page 17).

- EAP Orientations
- Supervisory and Employee Trainings
- Wellness Seminars
- Health Fair Consultation
- Policy Consultation
- Management Consultations and Referrals
- Critical Incident Stress Debriefings
- Dedicated Client Manager
- Promotional Materials
- Utilization Reports

Confidentiality is fundamental in CorpCares EAP. We are fully compliant with HIPAA (Health Insurance Portability and Accountability Act) and other state and federal confidentiality laws.

Prepared for City of Monroe based on 212 employees

based on 212 employees						
Services	EAP	EAP Plus	EAP Wellness Advantage	EAP Wellness Advantage Plus		
Number of counseling sessions per member per year	6 Sessions	6 Sessions	6 Sessions	6 Sessions		
Unlimited telephonic triage and stabilization	✓	✓	✓	✓		
24/7 helpline staffed by Master's level counselors	✓	✓	✓	✓		
Face-to-face counseling sessions	✓	✓	✓	✓		
Interactive website – customized at no additional charge	✓	✓	✓	✓		
On-site services (10 hours included) – training; seminars; critical incident response	✓	✓	✓	✓		
Work-Life (financial, legal, eldercare, childcare, adoption)	✓	✓	✓	✓		
EAP promotional materials	✓	✓	✓	✓		
Quarterly or semi-annual utilization reports	✓	✓	✓	✓		
HR and management consultation	✓	✓	✓	✓		
Dedicated client manager	✓	✓	✓	✓		
Policy consultation – drug-free workplace; DOT/SAP	✓	✓	✓	✓		
Mortgage counseling	✓	✓	√	✓		
Financial on-site and webinar classes		✓	✓	✓		
Financial bi-weekly tips and monthly newsletters		✓	✓	✓		
Financial interactive forums and website		✓	✓	✓		
Credit report and score; improvement strategies		✓	✓	✓		
Budget analysis and financial coaching		✓	✓	✓		
Tax preparation discount		✓	✓	✓		
College fund and retirement planning		✓	✓	✓		
ID monitoring/fraud resolution; document preparation; ID theft expense reimbursement		✓	✓	✓		
Free will preparation		✓	✓	✓		
Unlimited telephonic & Electronic health coaching			✓	✓		
Private Labeled Employer-Branded Online wellness portal			✓	✓		
Pedometer Tracking System – USB and Non-USB Compatible			✓	✓		
Interactive Fitness and Nutrition Planner & Weekly Healthy Recipes and Grocery List			✓	✓		
Wellness reporting & Dedicated Wellness Team			✓	✓		
Smart Phone Application			✓	✓		
Customized Marketing Materials			✓	✓		
Health Risk Assessments & Wellness Calculators			✓	✓		
Health fair consultation				✓		
Management of Wellness Challenges				✓		
ResultsNow! Incentive Management Platform				✓		
Per employee, per month pricing	\$2.30	\$2.90	\$3.45	\$4.30		

Pricing and Rate Conisderations

The above rates include the following pricing assumptions:

- 24-month rate guarantee.
- All employees and their dependents/household members who reside with the covered employee are eligible.
- Should the employee population change more than 20 percent, CorpCare reserves the right to renegotiate rates.
- Sessions counted on a per-year basis.
- Customized promotional materials are authorized and paid by the client.
- The terms of this proposal are effective for 90 days from the date of submission. The information contained in this proposal is proprietary. CorpCare Associates, Inc. requests that every effort be made to respect the proprietary and confidential nature of the contents.

Client Remarks:

- I understand this rate increase will be effective (date). It has been a pleasure
 working with CorpCare and I have received excellent feedback from our
 employees. Lisa Hardy has been of tremendous assistance to our agency. She is
 competent, professional and possesses a warm personality. I just can't say
 enough. I acknowledge and agree to the rate increase and look forward to a
 continued, successful relationship with CorpCare.
- "Your approach to the assistance program for our employees has been nothing
 less than compassionate and professional and I thank you for the guidance you
 have given some of the management, as well as myself, on some of the more
 difficult situations we have encountered."
- From a Human Resource Director..."I brought CorpCare to XXXX as their EAP
 and was consistently impressed with their service, integrity, and value. My
 employees had nothing but praise to say about the service and CorpCare
 seminars were well-received from all levels of the organization. In a nutshell,
 they made me look great to my bosses!"
- "I can however proudly and confidently state that I know of at least 3
 circumstances in the past year where an early intervention has saved not only
 their jobs, but possibly their lives. I have opened my office to those in need and
 they have received help from CorpCare."

EAP References

CorpCare Associates grants permission for you to contact the references listed below:

- Robert Norton, Director of Benefits
 Arby's
 <u>RNorton@arbys.com</u>
 Serving 3,500 Employees
- Allison Keller, VP Human Resources
 PGA TOUR, Inc.
 800.556.5400
 allisonkeller@pgatourhq.com
 Serving 3,000 Employees

Trish Barnard, PHR
 Sr. Director, Employee Benefits
 Corrections Corporation of America
 615.263.3000
 Serving 16,000 employees

Clients

Adisseo

Alliance for Aging, Inc. Alston & Bird LLP Altamont School

Arby's Restaurant Group Archdiocese of Louisville Brooklyn Academy of Music

Caris Healthcare

Carter & Associates, Inc.

City of Covington City of Loganville

Cornerstone Chemical Company Corrections Corporation of America

Denyse Signs

First Multiple Listing Service

Georgia Farm Bureau Howard School, The

Kutak Rock

Lovett School, The McElroy Metal

Medical Doctor Association, Inc. Metallurgical Processing, Inc.

Metso Paper Inc. NCADD New Jersey Neenah Paper, Inc. Newton County Newton County Water and Sewerage

NFM, Inc.

Nth Degree, Inc. NSG America, LLC OFS Fitel, LLC PGA TOUR, Inc.

Piedmont Office Realty Trust, Inc

Ruth's Chris Steakhouse SCM Group USA Inc Signature Bank

Southwestern Company State Bar of Arizona State Bar of Georgia

State Bar of South Carolina

STIPDA

Superior Asphalt Company

Supreme Services TransCor America Unique Air, Inc. Walton County

Wendy's Company, The Westminster Schools, The Westwind Contracting World Golf Foundation, Inc

Yanmar Manufacturing America Corp.

Employee Services

Customized National Affiliate Network

CorpCare customizes its affiliate network to fit the company's employee population. Prior to implementation, every effort is made to include affiliates from the company medical plan's behavioral health providers. It is standard procedure for us to evaluate current network members; assess each company's workforce regarding work-site locations and general employee residential locations; consult with the company regarding affiliates that have previously served them well; and expand our network to custom fit the company's needs. If additional affiliates need to be added, this will occur 30 days prior to the implementation of the program. CorpCares goal is to have an affiliate within 20 miles of each employee's work or home address.

CorpCare builds each client's expert provider network and screens for areas of specialty, available office hours and locations, bilingual capabilities, verification of insurance and any legal or licensing problems.

24/7 Toll-free Access

CorpCare provides a toll-free Helpline which can be used 24 hours a day, 365 days a year. The Helpline, staffed by Master's credential counselors, provides participants unlimited access to assessment, counseling, referral and emergency crisis intervention services.

Language Line (OPI)

As our country becomes more ethnically diverse, language can sometimes be a barrier. Our interpreters are medically qualified, highly experienced, and have undergone rigorous testing to ensure clear communication. They are fluent in over 180 languages and available for immediate telephonic interpreting.

Eligibility

CorpCares integrated EAP and Work-Life services are extended to eligible participants of the employee. CorpCare defines eligible participants as a family member/significant other who resides with the covered employee and full-time college students up to 25 years old. CorpCare practices assumed eligibility but can also accept monthly eligibility data via electronic files.

Clinical Case Management

Clinical case management is conducted on a daily basis by our clinical services team. CorpCare owns all case records which will be maintained in accordance with federal and state confidentiality and privacy practices. CorpCare affiliates must abide by our case management guidelines. This ensures confidentiality, referral to the appropriate level of care, and continuity of care. Compliance also provides a pathway to positive outcomes while containing behavioral health costs.

Accessing Care: Intake Assessment and Referral Procedures

CorpCares EAP offers confidential and timely assessment and referral for employees and their family members. In addition, participants have unlimited access to phone assessment and referrals.

Procedurally, when an employee/dependent calls during business hours, the triage counselor assesses the caller's level of concern. If the call is nonemergent, the counselor will assess what services will best meet the participant's needs based on their preferences (e.g., location of affiliate, gender of affiliate, weekend appointment, etc.).

To arrange counseling services, the caller is coordinated with a CorpCare EAP affiliate within a 20-mile radius of the participant's home or place of work, whichever the participant requests. The triage counselor ensures the appointment is scheduled within the timetable below. CorpCares triage counselor follows up with the participant and/or the affiliate every 24 hours until an appointment is set for non-emergencies. An emergency is seen on a same-day basis; an urgent concern within 24 hours and non-emergency appointment is available within three business days. Appointments are available within a wide range of times. Through the face-to-face counseling sessions, CorpCare affiliates are able to help the participant see the possibilities for change and enable them to focus on problem-resolution goals by providing the support, direction and structure needed for meaningful personal change.

The table below describes our typical response time to coordinate appointments.

Appt. Times	Standard	Average Wait Time							
Times		2010	2011	2012					
Emergency	Immediate	Immediate	Immediate	Immediate					
Urgent	Within 48 hrs.	< 24 hours	< 24 hours	< 24 hours					
Routine	Within 3 days	2 days	2 days	1.5 days					

"We all very much enjoy working with you and Lisa and appreciate your personalized, compassionate approach to our employees."

CorpCare Client

Item #12 Confidential & Proprietary

EAP Employee Services

Calls received after business hours (6 p.m. until 8 a.m. ET) are assisted by a Master's level mental health clinician. The clinicians identify themselves as CorpCare EAP affiliates. If the call is non-emergent, the affiliate will conduct an assessment of the participant's needs, complete necessary forms and provide them to CorpCare. The participant's call will be returned the next business day by a CorpCare triage counselor. If the call is emergent, CorpCare enacts the following emergency plan: The triage counselor attempts to stabilize the participant. If the participant remains at risk after these attempts, the counselor follows appropriate federal and state mandates. The triage counselor immediately notifies CorpCares staff on-call counselor. CorpCare defines emergencies as suicide, homicide, domestic violence, child abuse/neglect, and elder abuse/neglect, exposure to trauma and workplace violence. CorpCare collaborates with the company to develop additional emergency procedures as needed.

CorpCare provides 55-minute counseling sessions not intended to replace long-term care or ongoing treatment. EAP's greatest effectiveness is providing brief treatment to assist the troubled person and help him/her determine the next best step. Once the assessment is completed, the affiliate decides if the participant should continue EAP or refer to other forms of treatment. The CorpCare affiliate confers with the participant by suggesting a medical plan member who is appropriate in regards to the assessment result. In doing so, the EAP ensures a continuum of care that further benefits the employee or dependent. If the participant requires medical intervention and/or specialized treatment, the CorpCare affiliate will assist him/her to

locate the best care.

When a participant needs ongoing, longterm care, a clinical referral takes place to a provider that is within the participant's network or to a provider that offers their services on a sliding scale.

Upon completion of the assessment, which generally consists of one to two sessions, the CorpCare affiliate discusses appropriate short-term counseling or referral options with the participant. The affiliate may suggest the use of standardized assessment tools (substance abuse assessment, etc.) or discuss the desirability of including the participant's family in further evaluations and/or a treatment program or other follow-up activities.

When Clinical Referrals are Necessary

Those clinical cases that cannot be resolved within EAP's initial counseling model and require ongoing, specialized, long-term therapy or hospitalization are referred to an appropriate professional that is an in-network member of their medical plan. The EAP affiliate provides the participant with at least three referrals. In certain treatment situations, it may be advantageous for a self-referral. A clinical self-referral is when the EAP affiliate continues to work with the participant on a private basis following EAP sessions.

Item #12 Confidential & Proprietary

EAP Employee Services: Work-Life

The decision allowing clinical self-referrals is at the discretion of the company. CorpCare takes steps to ensure that affiliates do not use EAP to expand their own private practices with referrals. However, there are times when a participant may not wish to "start over" with a new counselor after use of the participant's EAP sessions.

In these cases, unless instructed otherwise by the company, CorpCare best serves the EAP participant whether that is through arranging a clinical self-referral or referral to another provider. We do not have financial agreements with psychiatric hospitals or treatment programs.

Situations that may not support clinical referrals are as follows:

- **A.** Substance abuse cases may be referred (after an EAP assessment) for outpatient and inpatient medical care as well as self-help groups, such as Alcoholics Anonymous or Narcotics Anonymous. The latter are not considered formal treatment but rather peer support services.
- **B.** Participants with employment-related problems (e.g., EEO complaint) not compounded by emotional distress, mental health or substance abuse problems, will be directed to the appropriate employer representative or department instead of receiving counseling.
- **c.** Participants requiring services from a community resource receive a local contact number.
- **D.** Participants requiring medical intervention and/or specialized treatment will also be referred.

Legal Services

Participants are entitled to one initial 30-minute telephone consultation per separate legal matter, up to three annually, at no cost with a network attorney. In the event that you wish to retain a participating attorney after the initial consultation, you will be provided with a preferred rate reduction of 25% from the attorney's normal hourly rate. Virtually all types of legal matters are eligible for these services.

- Debt and bankruptcy
- Contractual disputes
- Criminal matters
- Lemon laws
- Elder and disability law
- Taxes and IRS
- Traffic violations

- Estate planning, power of attorney, probate and wills
- Family issues, divorce and child custody
- Immigration and naturalization
- Consumer complaints
- Real estate, landlord and tenant disputes

EAP Employee Services: Work-Life

Financial Services

Through effective financial management, personal stress levels decrease and your employees remain productive. For each participant who chooses to utilize the financial services, it will count as a single EAP session. When a participant calls the EAP with a financial problem, they are referred to CLC, Inc. Through CLC, telephonic consultations are available for matters such as:

- Credit analysis and rehabilitation
- Debt and debt restructuring
- Budgeting analysis and advice
- Income taxes
- Financial and retirement planning
- College, education and tuition planning
- Garnishments
- Social security and Medicare advisement

These services are provided by seasoned financial professionals and licensed CPAs. Telephone consultations are generally limited to between 30 and 60 minutes per issue. Local referrals are available for more complex financial planning issues.

Tax Consultation and Preparation: Participants are entitled to receive a 30-minute telephonic income tax planning consultation per year on each separate tax issue they encounter. Preparation of all personal income tax documents are prepared by a CPA at a preferred rate reduction of 25% from the CPA's normal fee.

Work-Life Services

Practicing personal constructive coping skills is essential to dealing with daily challenges at work and home. CorpCare can provide access to a wide range of work-life services which help to equip the employee and their family members with the tools necessary to balance their professional and personal lives.

Online Work-Life Services

CorpCares online life management tool, LifeHUBTM, is for employees and their families and was developed by a team of experts to provide personal and professional learning. This type of expertise and support was designed to provide ongoing health management and self-promotion for employees on a daily basis, right from their computers. These services include work-life consulting, education, referral services and resources. To preview these services, go to http://www.corpcareeap.com/memberaccess.html, click on LifeHUBTM under the Member Access tab; login username: info.3@corpcareeap.com (case sensitive); password: lifehub (case sensitive).

Such a relief. Thank you."

"My daughter was the

program. I was very

the concerned source.

pleased with the professional as well as

one helped by our EAP

An Employee

EAP Employee Services: LifeHUB™ Website

What does LifeHUBTM Address?

- Career skills
- Elder care
- Child care
- Emotional health
- Parenting

- Personal Finance
- Relationships
- Stress
- Leadership
- Much More

LifeHUB™ delivers interactive training, development programs and personalized help anonymously on the Web, such as:

- Leadership, performance and career skills
- Relationships and personal development
- Health and wellness

Legal and Financial Library

CorpCare also offers web-based legal and financial resources online through CLC, Inc. To preview these services, visit the Legal and Financial Resource Center. The link is found on the LifeHUB page. Plan participants have access to CLC's "Members Only" section of the website. This section includes information on over 1,000 legal and financial topics, along with access to thousands of legal and financial forms.

Financial Library Contents

The financial library contains hundreds of professionally written articles on numerous financial topics. Many of these subjects are also available on Real Audio. Our online Financial Library offers the employee and members of her family access to financial resources 24/7.

Financial Tools

We have partnered with CLC in order to provide useful tools and calculators online. There are over 45 financial calculators available, including a savings goal calculator, retirement planning calculator and home or car affordability calculator.

EAP Employee Services: Work-Life

Enhanced Work-Life Services

CorpCares enhanced Work-Life services provide access to case managers who specialize in working with individuals and families who need specialized assistance.

Elder Care

As the life expectancy of Americans increases, many adults are faced with caring for aging parents. CorpCare has an alliance with a national family referral service which provides clients with materials, information and referrals that help to evaluate the situation and guide in decision making. The referral services offered are:

- Home health agencies
- Nursing homes
- Assisted living facilities
- Continuing care retirement communities
- Social and recreational programs
- Long distance care giving
- Backup care
- Respite care

Child Care

This service provides information and assistance to aid in the search for quality child care. Information is provided on state standards and regulations that apply to different types of child care, as well as guidelines to help evaluate the level of care provided. Suggestions are given on questions to ask caregivers, assessing staff, meals, policies and fees. Personal follow-up is included. The referral services offered are:

- Family care homes
- Child care centers
- In-home care
- Babysitting agencies and options

- Nanny agencies and options
- Au pair agencies and options
- Preschool/nursery schools
- Before and after-school programs
- Summer programs and camps

Employer Services

CorpCares EAP is interested in developing long-term partnerships with our clients and continues this tradition through actively partnering with each company. At program implementation, each client is assigned a Client Manager which serves as the main point of contact for the company and is responsible for managing all aspects of the program.

Orientations

Critical to the success of our Employee Assistance Program is proper orientation for employees, effective promotion of the program and successful utilization. CorpCare partners with each client to customize its program promotion. Focusing on your corporate culture and the needs of your employees, the Client Manager will develop a promotion schedule to assist in implementation and enhancing program visibility.

CorpCare provides a 20-minute on-site conference call or online orientations at the implementation of the program for a primary or headquarters site. There is no charge for orientations at secondary sites; however, travel costs may be charged for these site visits.

During orientation, CorpCares trainer will describe the EAP's purpose, access procedures and program benefits. Promotional materials will be handed out to each employee during the orientation sessions. To help ensure an effective launch of the program, CorpCare recommends that all employees be oriented 30 days into the program. (Scheduling of orientations require a two-week lead time.) CorpCare can provide a maximum of six orientations per day. A minimum and/or maximum number of employees may be required at each orientation.

Supervisory Trainings, Consultations and Referrals

CorpCare recognizes the critical role supervisors and managers play, and understands the importance of reaching employees with work performance problems. During a Supervisory Training Session a CorpCare trainer will outline the benefits of the program, provide basic program information, explain the employer's EAP policies and procedures as well as confidentiality and privacy practices, and help supervisors and managers understand their roles and responsibilities. CorpCare recommends that all managers/supervisors be oriented 90 days into the program. (Scheduling of these trainings require a two-week lead time.) CorpCare can provide a maximum of three two-hour supervisor trainings back-to-back, per day. A minimum and/or maximum number of employees may be required for each training session. Training sessions on Human Resource issues, such as planning for personnel reductions and dealing with harassment complaints, are also offered.

EAP Employer Services

CorpCare equips managers with the tools needed to build trust and support among their employees as they work through sensitive issues that may be affecting job performance.

Management (Formal) Referrals and Consultations

CorpCares Client Manager handles all management consultations and formal referrals. Human Resources, Benefit Professionals, Union Officials, OHN and management will be provided contact information to reach the Client Manager directly. The Client Manager is available to consult and coordinate referrals to the EAP in the following: high-risk situations which may lead to a threat of violence in the workplace, job jeopardy, positive drug test assessment and referral, facilitating the return of an employee to work, and assessing and facilitating critical incident interventions.

The Client Manager will contact the referring party informing him/her that the person contacted the EAP and is compliant with the EAP's recommendation. CorpCare shall not disclose confidential information relating to any employee without the authorization of such employee.

Wellness Seminars and Employee Trainings

CorpCares EAP can provide a variety of wellness seminars on behavioral health topics. These on-site wellness seminars can be a single session or part of a series. A CorpCare trainer will conduct these one-hour presentations. Scheduling these presentations requires a two-week lead time.

CorpCare can provide a maximum of six wellness seminars back-to-back, per day. A minimum and/or maximum number of employees may be required for each presentation.

Topics include, but are not limited to, Stress Management, Communication in the Workplace, Depression/Anxiety, Addiction and Recovery, Family and General Health. CorpCare understands that every work environment is unique. We can also arrange employee trainings that target specific situations that may exist within your work environment. Topics include Dealing with Transition, Drug Free Workplace Training, Violence in the Workplace, Sexual Harassment and Employee Motivation.

If your company desires to expand their wellness initiatives, CorpCare provides our EAP Wellness Advantage and Wellness Advantage Plus Programs.

Of all participants involved in our on-site trainings, 98% rated our overall quality as "excellent" or "very good."

EAP Employer Services

Program Promotion

In the words of PT Barnum, "Without promotion something terrible happens...Nothing!" Successful EAP utilization is directly connected to regular program promotional efforts. CorpCares Client Manager works with Human Resources to determine the most effective type and frequency of program promotion. CorpCare offers standard quarterly promotional materials:

CorpCares integrated approach to program promotion and training ensures a successful launch of our Employee Assistance Program and Work-Life Services.

- *EAP brochures* with perforated wallet cards are passed out before program implementation. Customized brochures are available for an additional cost.
- Flyers and paycheck stuffers can be designed to advertise the EAP and upcoming special events.
- *Topical emails* are distributed monthly and cover a wide-range of subjects such as work, family, health and wellness topics.
- *Posters* are available to promote CorpCares EAP year-round.
- *Health fair materials* are available through your Client Manager. CorpCare can also assist you by participating in the fair.
- Promotional items such as magnets, rolodex cards and business cards are also available. Customized promotional items are available for an additional cost.

In addition, CorpCare aids in establishing an EAP Advisory Committee includes representatives from various company work areas. This committee enhances internal communications between employees and management to assist in maximized EAP and wellness program development and utilization.

Utilization Reports

CorpCare provides semi-annual or quarterly reports to human resources, benefit professionals, union officials, OHN and/or management of EAP utilization. Quarterly reports include key problem areas, individual utilization rates, client demographics and other vital information. Along with the report, we include a narrative summary with recommendations based on the report results. Additional customized reports are available at no additional cost. To protect the participant's confidentiality rights, CorpCare does not list client names.

The utilization rate is calculated by dividing the number of new clinical cases (not Work-Life online cases) opened in the reporting period by the number of employees in the company. A case is opened and utilization occurs when an employee/dependent or manager/supervisor calls us and requests services. Please see sample reports on page 29.

EAP Employer Services

Critical Incident Stress Debriefing (CISD)

There are occasional situations in many organizations that necessitate specialized services for employees. These situations include accidents, robberies, violence, etc. CorpCare will provide CISDs as necessary and/or requested. A CorpCare affiliate is available to respond within 4 - 48 hours after the occurrence, as specified by the company's contact. All CorpCare affiliates that perform CISDs are trained and certified trauma responders.

A CISD has three goals: 1) Reduce the impact of the distressing critical incident on personnel; 2) Accelerate recovery from the events before harmful stress reactions damage personnel performance, career, health and families; 3) Return the employee(s) back to his/her pre-crisis performance level.

Employees involved in these events are highly susceptible to Post Traumatic Stress Disorder (PTSD). This disorder is characterized by loss of sleep, loss of appetite, inability to perform daily tasks, extreme nervousness, increased use of alcohol and drugs, irritability, general fear, and even the possibility of physical disabilities. Research has shown that a Critical Incident Stress Debriefing by a qualified mental health professional may diminish the occurrence of PTSD.

The following are examples of CISD cases in which CorpCare has provided assistance. Regrettably there are many others.

- CorpCare was present in New York City on 9/12/01 assisting a client who lost two employees; another case on 9/13/01 in Washington, DC, assisted a company when their EAP could not respond.
- CorpCare assisted a 12-year-old girl in Bangor, Maine, whose mother had been murdered and told by their EAP that they could only assist by telephone. She was seen the next day by a CorpCare child specialist.

Legislative Regulations

CorpCare stays in accordance with the following legislation:

<u>Health Insurance Portability and Accountability Act (HIPAA) of 1996</u>

<u>Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (a.k.a. the Hughes Act)</u> – This act requires all Federal programs to have drug and alcohol programs and also established the NIAAA.

<u>Drug Free Workplace Act of 1988</u>: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d) (2) and 76.645(a) (1) and (b).

<u>Knox-Keene Health Care Services Plan Act of 1975</u> – This act pertains to all EAPs offering services in California. It requires an EAP to have a Knox-Keene licensure if providing more than three sessions on a per capita basis.

<u>Tara off vs. Regents of the University of California (July 1, 1976)</u> – This court ruling states that all professionals have a duty to warn if a "threat of harm" is made to self or others.

Anti-Drug Abuse Act of 1986 (PL 99-50) (a.k.a. the Drug Free Workplace)
Confidentiality of Alcohol and Drug Abuse Patient Records 42 CFR Pt. 2(6-9-87, 101-96) – Federal law protects the confidentiality of alcohol and drug patients.

Omnibus Transportation Appropriation Bill of 1991 (PL 102-143) – Department of Transportation mandates that any commercial driver's license holder must be randomly tested for drugs and alcohol.

<u>Americans with Disabilities Act of 1990 (PL 101-336)</u> – Employers cannot discriminate against employees on the basis of a mental or physical disability.

Sexual Discrimination under title VII 42 USC9 (January, 1996)

CorpCare is HIPAA compliant and will continue to comply with HIPAA and any future laws and regulations to provide high quality services to our clients.

CorpCare offers multi-lingual promotional materials. These are available to managers/supervisors, employees and their family members. Below are samples of our available standard promotional materials.

EAP Brochure





EAP Posters





Sample Promotional Materials

Wallet Card



Magnet



Postcards





Paycheck Stuffers





Confidential & Proprietary Item #2

Sample Utilization Reports

IMPACT REPORT

FOR ALL COMPANIES

The number of employees covered by your EAP is 23421		A	# INDIVID	Fill Street			FR		NTACTS SE SERVICES		FR	# OF H OM THES	OURS E SERVICES	
19 	01/0	1/12-0	6/30/12	01/0	01/12-0	06/30/12	01/01/12-0	06/30/12	01/01/12-0	06/30/12	01/01/12-0	06/30/12	01/01/12-0	06/30/12
ORGANIZATIONAL SERVICES *	#		%	#		%	#	%	#	%	#	%	#	%
1. Consultations to Supervisors/Manager	5													
a. On Organization Issues	9		2.24	9		2.24	24	3.48	24	3.48	13.50	4.41	13.50	4.41
b. On Employee Situations	50		12.44	50		12.44	153	22.17	153	22.17	43.00	14.03	43.00	14.03
2. Trainings # Other Services **	327	(13)	81.34	327	(13)	81.34	327	47.39	327	47.39	18.00	5.87	18.00	5.87
3. Critical Incidents**	16	(13)	3.98	16	(13)	3.98	27	3.91	27	3.91	20.70	6.75	20.70	6.75
4. Web Hits/Pages***	0		0.00	0		0.00	0	0.00	0	0.00				3,5555
5. Projects**			Not gathe	ered		******	139	20.14	139	20.14	178.25	58.17	178.25	58.17
6. Contacts with Organizations Reps			111 1111				5	0.72	5	0.72	15.00	4.89	15.00	4.89
7. Administrative Services			nn nn	Š			15	2.17	15	2.17	18.00	5.87	18.00	5.87
TOTAL ORGANIZATIONAL SERVICES	402		100.00	402		100.00	690	100.00	690	100.00	306	100.00	306	100.00
CLINICAL SERVICES - EE'S & FAMILIES	***													
1. Initial Contact - No Open Case	127		16.71	127		16.71	237	4.61	237	4.64	67.15	0.66	67.15	0.66
2. EAP In Person Cases	605		79.61	605		79.61	4858	94.50	4858	95.16	10077.85	98.89	10077.85	98.89
3. EAP Telephonic Cases	1		0.13	1		0.13	8	0.16	8	0.16	3.00	0.03	3.00	0.03
4. Work Life Services Cases	1		0.13	1		0.13	2	0.04	2	0.04	1.25	0.01	1.25	0.01
5. Groups (**)	26	(3)	3.42	26	(3)	3.42	36	0.70	0	0.00	42.00	0.41	42.00	0.41
TOTAL CLINICAL SERVICES	760		100.00	760		100.00	5141	100.00	5105	100.00	10191	100.00	10191	100.00
TOTAL				1162		-	3							
Total - employees/family accessing E/	AP YTD			1162	5	%							5%	
# individuals accessing clinical services			760	3	%			-		3%				
#individuals accessing organizational	services			402	2	%	va		2%					

 $^{^{\}bullet}\,$ In organization services, an individual may have been served in more than one service.

^{••} The # in () represents the # of sessions or events in which individuals were served.

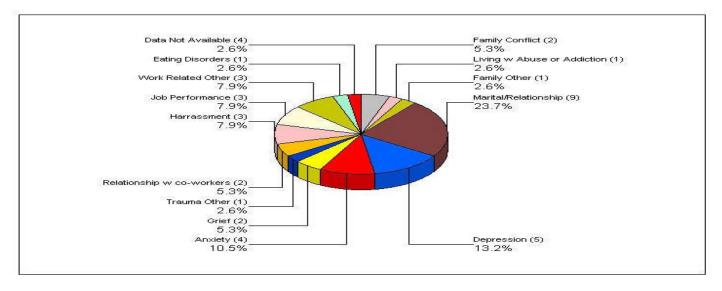
^{***} We multiply total logins to our website by 25% to estimated the number of different individuals using this service.

^{****} In the individual columns the Clinical Services represent only clients whose cases were opened in the period or YTD. The contacts and hours come from all clients.

Sample Utilization Reports

EAP Report for All Organizations Total Cases closed in period 41

Field Name: Assessed Issue 1 Period: 01/01/2013 TO 03/31/2013



City of Monroe and CORPCARE ASSOCIATES, Inc.

EMPLOYEE ASSISTANCE PROGRAM CONTRACT

INTRODUCTION

- 1. This contract between City of Monroe (hereafter referred to as "the Company"), and CorpCare Associates, Inc. (hereafter referred to as "the Contractor") is for the purpose of providing an Employee Assistance Program (EAP) for the benefit of employees of the Company.
- 2. The Contractor is hereby retained by the Company to administer a program of special assistance to company employees, to be called the Employee Assistance Program ("EAP"), as provided in this contract. The Contractor warrants that its work will conform to the highest professional standards in its field.

EAP PURPOSE and PROCEDURES

- 3. The purpose of the EAP is:
 - A. To provide training to managers who have supervisory responsibilities, to identify and follow a prescribed course of action with those employees who exhibit deteriorating job performance and who do not respond to usual supervisory procedures.
 - B. To guide, counsel, and assist employees referred to the EAP by their managers, or employees who voluntarily seek assistance from the EAP, to the appropriate course of treatment, support, or counseling in order to restore their capability to perform their jobs at acceptable levels.
- 4. The Company is establishing the EAP to provide employees and their spouse and "Dependents" assistance with any personal problems that may be impairing job performance. An employee's "Dependents" include any individuals who are considered dependents of the employee within the meaning of Section 152 of the Internal Revenue Code. That in addition to dependents that fit the Section 152 of the IRS code, registered domestic partner, same sex married spouses and the children of those domestic partners/same sex spouses are eligible for EAP services. Examples of problems examined through the EAP include marriage and family problems, alcohol or drug problems, emotional problems, or financial problems. The activities of the Contractor will include assistance to employees in regard to these and other personal problems.
- 5. The Contractor will assist the company in formulating or refining policies and procedures for the EAP that work in concert and are consistent with established personnel policies of the Company.
- 6. The Contractor will advise the Company on implementation of the EAP and publication of its availability to employees and their spouse and dependents.
- 7. Upon request, the Contractor will provide specific consultation to Company supervisors in dealing with problems relating to the job performance of individual employees.

EMPLOYEE ASSISTANCE PROGRAM CONTRACT PAGE TWO

CONFIDENTIALITY

8. The Company and the Contractor will adopt safeguards to assure that the EAP service is conducted in a manner designed to preserve the privacy and confidentiality of Company employees and their spouse and dependents. The Contractor shall share information with the Company only as required by law (e.g. in the event of a life threatening situation or threat of physical injury to a person). All other information shall be held in strict confidence by the EAP therapist except as provided in paragraph 9 and 10. Billing shall be sent directly to the company without identifying client names.

FORMAL SUPERVISORY REFERRAL

- 9. In the case where an employee has exhibited job performance problems and his/her supervisor has decided to intervene, the supervisor may make a formal referral to the EAP subject to the employee executing the consent form set forth in section 11 (please see addendum A). The EAP shall contact the designated Company representative to provide the following information:
 - a. The employee did or did not attend the scheduled session; and
 - b. The employee is or is not following EAP recommendations.
- 10. The Contractor will provide follow-up, as necessary, so as to monitor the referred employee's adherence to the agreed upon course of assistance. The Contractor will provide progress reports to the Company contact listed in paragraph nine (9) when a formal supervisory referral has been initiated if the employee has signed the Release of Information form (Addendum A). The report's contents are limited to the information described in paragraph nine (9). The employee will be requested by the EAP counselor to sign a Release of Information form permitting the EAP counselors to release the information as described in paragraph nine (9). If the employee does not sign the release form, the Contractor shall not provide any information to the Company on said employee.

PROGRAM DESIGN and PERFORMANCE STANDARDS

11. EAP will provide up to six (6) sessions with each session lasting 55 minutes per employee or family member per year. The purpose of each session is to evaluate the individual's clinical needs and offer assistance. As determined through the evaluation process, the Contractor will refer the employee to a licensed mental health clinician resource offering medical, clinical supportive service within the employees benefit provider's network. The Contractor will notify the employee or dependent that pre-certification requirement may apply. The Company will provide the Contractor with updated information regarding the preferred provider's network, as it is available, but not less that annually. The employee or dependent will rely upon their employer's benefit program to reimburse for these additional services pursuant to the terms of said program. Contractor will provide utilization reports and EAP promotional materials quarterly. Contractor will provide on an annual basis a two-hour supervisory training program. Contractor will provide brief employee orientations lasting approximately twenty minutes in length.

EMPLOYEE ASSISTANCE PROGRAM CONTRACT PAGE THREE

Contractor will provide a 24-hour telephone access emergency service incorporating an on-call mental health professional. Contractor will regularly monitor the progress of employees admitted into a facility for either substance abuse and/or psychiatric treatment. A Release of Information form signed by the patient will allow privileged information to be shared between clinical provider and EAP. EAP appointments are available as follows: same day service for emergencies or within three days for non-emergencies. Financial concerns are referred to the Consumer Credit Counseling Service at no cost to the employee unless debt repayment plans are established. The Contractor will refer legal problems to Contractor's legal vendor, CLC, Inc. The Contractor will refer all dependents or elder care questions to its work-life vendor, Brown/Richards or its successor, as notified by the Company.

12. EAP appointments are available during the EAP therapist's regular office hours. A twenty-four (24) hour, seven (7) days a week emergency telephone service is made available.

EAP PROMOTION

13. The EAP will include employee orientations by the Contractor and quarterly promotional materials to be distributed by the Company to all employees. These materials can be mailed to the employee's personal residences, or placed as posters and brochures throughout the worksite. These materials will emphasize health-related information and how to contact the EAP. The Contractor will also supply the Company with standard training materials for managers and supervisors. The EAP will also provide developmental program ideas, copy suggestions, and other assistance on a continuing basis for use in company publications, special mailings, or other media to maintain the awareness levels of the EAP by Company managers, supervisors, and employees.

UTILIZATION REPORTS

14. The Contractor will prepare quarterly utilization reports on the caseload activities. These reports will include utilization rates, kinds of personnel problems assisted through the EAP, demographic description of participating employees, with all such information to be provided in summary form without identifying the identity of Company employees and their spouse or dependents.

TERM of AGREEMENT

15. The term of this contract shall be for a period of twelve months commencing on November 1, 2013 through October 30, 2013. Fees will be re-negotiated within 30 days of the end of the term for the renewal term, if any, of this contract. Unless otherwise notified by either party, this contract is automatically renewable. The Company or the Contractor may terminate this contract for any reason at any time upon written notice to the appropriate party, provided that if such termination is not for breach of this contract, the terminating party shall be obligated to give the other party thirty (30) days' notice. Any travel expenses for training or administrative purposes are to be paid by the Company, which shall be obtained by the Contractor prior to incurring said travel expenses.

EMPLOYEE ASSISTANCE PROGRAM CONTRACT PAGE FOUR

16. All notice or other communications to parties to this contract shall be effective only if in writing, delivered personally, mailed with postage prepaid to the party entitled to receive the same, emailed or electronically delivered at the addresses of the parties. Each party may at any time changes the place to which such notices or other communications are to be addressed on ten days' notice to the other party.

Send all notifications as follows:

(i) If to CorpCare Associates, Inc.: George W. Martin, Jr., President CorpCare Associates, Inc. 7000 Peachtree Dunwoody Rd. Building 4, Suite 300 Atlanta, Georgia 30328

(ii) If to Client
City of Monroe
Monroe, Georgia

HOLD HARMLESS

17. The Contractor shall indemnify and hold harmless the Company and its subsidiaries, and the Company's and the Company's subsidiaries directors, officers, employees, agents, representatives, and successors against any loss, liability, expenses, costs, damages, or judgments, including but not limited to attorney's fees, arising directly or indirectly, as a result of any real or alleged injury including but not limited to mental and physical injury, death, property damage, illness, pain, or suffering of any nature whatsoever arising from any negligence or willful, wanton, or intentional act or omission of the Contractor or the Contractor's agent(s), servant(s), or employee(s), which shall include for purposes of this paragraph 17 the licensed professionals or other persons to whom the Contractor refers the Company's employees, their spouse and/or dependents including the provision of EAP services to an ineligible person.

FEES and PAYMENT PROCEDURES

18. The total fee paid by the Company for the Contractor's performance of this contract shall be as follows: \$2.30 per employee per month on a quarterly basis. Based on current employment of approximately 212 employees, as of the date hereto, the annual cost is approximately \$5,851.20; guaranteed for up to two years. Increases or decreases in employee levels will be reported by the Company to the Contractor and posted on each quarterly invoice reflecting accurate pricing adjustments.

EMPLOYEE ASSISTANCE PROGRAM CONTRACT PAGE FIVE

19. Fees and charges for services rendered by licensed professional resources or other persons to which the company employee or family member is referred by the Contractor are the responsibility of the employee; i.e., the employee or the spouse or dependent chooses to utilize his or her current medical benefit program beyond the sessions covered by the EAP. The Contractor or such licensed professional resources or other persons will not hold the Company responsible for the payment of such fees and charges.

AGREEMENT TERMINATION

20. In the event of termination of this agreement, Contractor and Company shall promptly review all work in progress. Contractor shall be responsible only for any work commencing prior to the termination date and any and all charges, which may be due and payable, by the Company at the termination date shall be paid within thirty (30) days of the termination date by the Company. Contractor will provide such services and assistance as may be necessary promptly to transfer in confidence, all records of services rendered and work in progress related to the performance by the Contractor under this agreement, to any third party mutually agreed to by the Company and the Contractor. Contractor will provide after termination of this agreement any material necessary to prepare government reports, if applicable, and the Contractor will keep any records relative to the EAP for at least six (6) years after the end of the year in which the termination of this agreement occurred.

EAP PROVIDER REQUIREMENTS

- 21. The Contractor will establish a network of agents to provide counseling services at Contractor's request or to whom the Contractor will refer a Company employee or his/her spouse or dependent in connection with this contract. Such network shall consist of at least two (2) agents to provide counseling services near each location at which the Company has employees. In the event that the Company adds locations at which it has employees, the Company shall give the Contractor thirty-day written notice of such additional location. If the Contractor does not have at least two (2) agents to provide counseling services near such location, the Contractor shall have sixty-days from the date of the written notice to add such agents to its network. The Contractor requests the following information from any agent who provides counseling services at Contractor's request or to whom Contractor refers a Company employee or his/her spouse or dependent in connection with this contract:
 - a. Vitae:
 - b. Malpractice Insurance and limits of coverage, which shall be not less than \$1,000,000 per occurrence and \$3,000,000 aggregate;
 - c. State Licensure, three years postgraduate clinical experience, NCQA credentials verification, Master's degree from an accredited educational institution in Psychology, Counseling, and/or a Licensed Clinical Social Worker (LCSW), and/or a Doctor of Philosophy in Clinical Psychology (Ph.D.).

Certification that the agent understands and will act in compliance with any applicable state and federal law requiring mandatory disclosure of certain confidential information.

EMPLOYEE ASSISTANCE PROGRAM CONTRACT PAGE SIX

Accepted and agreed to as of the date written below:

GENERAL REQUIREMENTS

- 22. Contractor verifies to Company that Contractor retains all necessary business insurance coverage. Current dollar levels for Professional Liability Insurance are \$1,000,000 per occurrence/\$3,000,000 aggregate.
- 23. If the Contractor is required to reveal the contents of this contract in the course of its normal relationships with its banks or financial institutions, it may do so without further approval of the Company.
- 24. This contract supersedes all prior written understandings, transactions, communications, and writings with respect to the subject matter hereof, and contains the entire agreement between the parties. To the extent there is any conflict, the terms of this contract shall govern. This contract may not be amended, altered or varied except as agreed to in writing by both parties.
- 25. The obligations of the Contractor under this agreement may not be assigned without the prior written consent of the Company. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any attempt to assign this agreement in violation of this shall be deemed null and void.

Company Authorized Signature	Date
Company Title	
Contractor Signature	- Thete-
Contractor 5:gnature	Date
Contractor Title	
Contractor ruc	

-6

Item # 2

APPENDIX A



HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into this 1st day of November, 1, 2013, by and CorpCare (the "Business Associate") and the City of Monroe (the "Plan Sponsor") on its

behalf and on behalf of its group health plans (collectively the "Group Health Plan" or "Plan").

The Business Associate has been retained by Plan Sponsor to perform certain administrative services in accordance with the CorpCare Associates Agreement, effective January 1, 2010 (the "Service Agreement"). In connection with the Business Associate's provision of services, Group Health Plan may disclose to the Business Associate information that is "Protected Health Information" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"). Plan Sponsor (on behalf of Group Health Plan) and Business Associate intend to protect the privacy and provide for the security of Protected Health Information in compliance with HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act ("HITECH Act"). The parties agree to enter into this Agreement to govern the use, disclosure and maintenance of Protected Health Information by the Business Associate.

I. GENERAL PROVISIONS

- 1.1 <u>Effect</u>. The provisions of this Agreement take effect on the date set forth above or, if later, the effective date of the Service Agreement. The terms and provisions of this Agreement are incorporated into, and supersede any conflicting or inconsistent terms and provisions of, the Service Agreement and any other agreement to which Business Associate and either Group Health Plan and/or the Plan Sponsor are parties. This Agreement replaces any HIPAA business associate agreement previously entered into by the Business Associate (or its predecessor) in respect of the Plan.
- 1.2 <u>Agreement</u>. The parties agree to amend this Agreement to the extent necessary to allow the parties to comply with the Privacy Rules, the Standards for Electronic Transactions, the Security Standards, and the Breach Notification Rules (collectively, the "Standards") promulgated or to be promulgated by the Secretary and other applicable laws, regulations or statutes. The parties will fully comply with all applicable Standards and will amend this Agreement to incorporate any material required by the Standards and other applicable laws.
- 1.3 <u>Independent Contractor.</u> The parties agree that, during the time that Business Associate is performing services pursuant to the Service Agreement and for all purposes hereunder, Business Associate's status shall be that of an independent contractor and not an agent.
- 1.4 <u>Definitions</u>. Capitalized terms used and not defined in this Agreement shall have same meaning as those terms in the Standards.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 <u>Use and Disclosure of Protected Health Information</u>

- (a) <u>Permitted Use or Disclosure.</u> Business Associate shall not use or further disclose any PHI other than as: (i) permitted or required by this Agreement; (ii) necessary for the performance of services required under the Service Agreement; (iii) set forth in writing by Group Health Plan; (iv) authorized by an Individual; or (v) or as Required by Law.
- (b) Legal Compliance; Minimum Necessary. Business Associate shall not act or fail to act with respect to PHI (including any use or further disclosure of PHI) in a manner that would violate or cause the Plan to violate the requirements of applicable law, including, but not limited to, HIPAA and HITECH Act, and shall maintain policies and procedures to ensure that any use, request or disclosure of PHI be no more than the minimum necessary to accomplish the intended purpose. To the extent the Business Associate is to carry out the Group Health Plan's obligations under the Privacy Rules, the Business Associate shall comply with the requirements of the Privacy Rules that apply to the Group Health Plan in performance of such obligations.
- (c) <u>Administrative</u>, <u>Technical and Physical Safeguards</u>. Business Associate shall comply with applicable provisions of the Privacy Rules and the Security Standards (with respect to electronic PHI), and shall implement and maintain reasonable and appropriate administrative, technical and physical safeguards that reasonably and appropriately:
- (i) Prevent the use or disclosure of PHI other than as provided for by this Agreement or as Required by Law, and shall provide a copy of policies and procedures governing such safeguards to Group Health Plan upon request; and
- (ii) Protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains or transmits in connection with Group Health Plan.
- (d) Agents and Subcontractors. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii), ensure that each agent and subcontractor that receives, creates, uses or discloses PHI in connection with the Group Health Plan agrees in writing to the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this Agreement; and (ii) in accordance with 45 C.F.R. 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of the Business Associate agrees to comply with the applicable requirements of the Security Standards by entering into a contract or other arrangement that complies with the requirements under 45 C.F.R. 164.314. Business Associate shall (i) provide copies of such agreements to the Group Health Plan upon request; (ii) implement and maintain sanctions against subcontractors and agents that violate such restrictions and conditions; and (iii) mitigate the effects of any such violation as set forth below in Section 2.2(d) (Mitigation).
- (e) Access to PHI. Business Associate shall promptly provide access, at the request of Group Health Plan, to any PHI held by Business Associate or any of its agents or

subcontractors in a Designated Record Set, to Group Health Plan or, as directed by Group Health Plan, to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event Business Associate (or its agents or subcontractors) receives an access request directly from an Individual, Business Associate agrees to notify the Group Health Plan in writing and respond directly to the Individual in accordance with 45 C.F.R. 164.524.

- (t) Amendment or Corrections to PHI. Business Associate shall promptly incorporate or cause to be incorporated any amendments or corrections to any PHI held by Business Associate or any of its agents or subcontractors in a Designated Record Set that the Group Health Plan directs or agrees to pursuant to 45 C.P.R. 164.526, whether at the request of Group Health Plan or an Individual. In the event Business Associate (or its agents or subcontractors) receives an amendment or correction request directly from an Individual, Business Associate shall notify the Group Health Plan in writing of the request before responding to the Individual in accordance with 45 C.P.R. 164.526.
- (g) Accounting. Business Associate shall document (i) disclosures of PHI by Business Associate (and cause any of its agents or subcontractors to document their disclosures of PHI) and (ii) information related to such disclosures, all as would be required for Group Health Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.P.R. 164.528, and make available to Group Health Plan such information to permit Group Health Plan to respond to a request by an Individual for such an accounting of disclosures of PHI. Notwithstanding the foregoing, for purposes of this Section 2.l(g), such documentation need not be performed for disclosures that occur in the course of treatment, payment or health care operations transactions or for disclosures to Individuals of their PHI in accordance with HIPAA. In the event Business Associate (or its agents or subcontractors) receives an accounting request directly from an Individual, Business Associate shall notify the Group Health Plan in writing of the request before responding to the Individual in accordance with 45 C.P.R. 528.
- (h) Other Requests by Individuals. Business Associate agrees to use its best efforts to accommodate any privacy restrictions requested by Individuals, including, but not limited to, restrictions on the use or disclosure of PHI as provided for in 45 C.P.R. 164.522. Business Associate will provide written notice to the Plan if such request cannot be accommodated. With respect to PHI that is subject to any privacy restrictions, Business Associate agrees to use or disclose PHI in strict accordance with such restrictions and any subsequent changes or revocation by an Individual.
- (i) <u>Disclosure to Other Business Associates</u>. Upon Group Health Plan's written request, Business Associate shall provide PHI to other business associates who assist in administering the Group Health Plan and are authorized by the Group Health Plan to receive such information for the purpose of facilitating plan administration. Such parties may include, but are not limited to, third-party administrators, consultants, brokers, auditors, successor administrators, and stop-loss carriers.
- G) Electronic Transactions Standards. Business Associate shall comply with all applicable provisions of the HIPAA regulations governing electronic healthcare transactions to the extent Business Associate conducts any Transactions (within the meaning of 45 C.P.R. 160.103) in connection with the Plan, and ensure that any agents that assist Business

-9 Item # 2

Associate in conducting any Transactions in connection with the Plan agree in writing to comply with the Standards for Electronic Transactions.

(k) <u>Disclosure to Plan Sponsor</u>. To the extent that fulfillment of its obligations under this Agreement requires Business Associate to disclose or provide access to PHI to the Plan Sponsor or any employee or other person under the control of the Plan Sponsor, Business Associate shall disclose or make available PHI to only the persons identified in the attached Designated Persons Appendix (which may be updated by the Plan and communicated to Business Associate from time to time) solely for the purpose of plan administration with respect to the Group Health Plan.

2.2 **Breach. Reporting and Mitigation**

- (a) Reporting. Business Associate shall notify Group Health Plan, in writing, of:
- (i) Any use or disclosure of PHI by Business Associate or its subcontractors or agents not provided for by this Agreement of which it becomes aware;
- (ii) Any Security Incident of which it becomes aware that relates to, or may impact, the Group Health Plan's PHI;
- (iii) Any acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rules which compromises the security or privacy of the PHI, as required under 45 C.P.R. 164.410.

Business Associate shall not provide any notification or information regarding any incident described in this Section 2.2(a) to any person other than the Plan unless and to the extent such action is (i) Required by Law, (ii) required under this Agreement, or (iii) pursuant to a prior written consent of the Plan.

- (b) <u>Content of Report.</u> With respect to each impermissible use or disclosure or Security Incident, the report required in Section 2.2(a) shall include, at minimum, the following:
- (i) A description of what happened, including the date of the incident and the date of the discovery of the incident, if known;
- (ii) A description of the nature and extent of PHI involved, including the types of identifiers (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were, or are reasonably believed by Business Associate to have been, impermissibly accessed, acquired, used or disclosed) and the likelihood of re-identification;
- (iii) Identification of the unauthorized person who used the PHI or to whom the disclosure was made;
- (iv) Identification of the individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed;
- (v) An assessment of whether the PHI was actually acquired or viewed;

- (vi) Any steps individuals should take to protect themselves from potential harm resulting from the incident;
- (vii) A description of what the Business Associate is doing to investigate the incident, to mitigate harm to individuals, and to protect against any further incidents;
- (viii) With respect to any Security Incident, the aggregate number of Security Incidents that have occurred during a period of time to be specified by the Group Health Plan;
- (ix) The extent to which the risk to the PHI has been mitigated; and,
- (x) Any other information reasonably requested by the Plan to be included in the report.
- (c) <u>Timing of Report; Supplemental Reporting.</u> The report required in Section 2.2(a) shall be provided as soon as feasible and in no event later than 20 calendar days after earlier of:
- (i) The first day on which such incident is known to the Business Associate; or
- (ii) The first day on which such incident, by exercising reasonable diligence, would have been known to any person (other than the person committing the impermissible use or disclosure or Security Incident) who is an employee, officer or other agent of the Business Associate.

Upon providing, the report required in Section 2.2(a), Business Associate shall exercise reasonable diligence and timely supplement its report with any additional information as may be obtained by Business Associate.

- (d) Mitigation. With respect to any impermissible use or disclosure or Security Incident described in Section 2.2(a), Business Associate shall use its best efforts and take immediate steps to:
- (i) Mitigate any impermissible use or disclosure, such as by obtaining the recipient's satisfactory assurances that the information will not be further used or disclosed or will be destroyed;
- (ii) Mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its agents or its subcontractors in violation of the requirements of this Agreement; and
- (iii) Fully cooperate with the Plan on all matters relating to such incident and associated notifications by the Plan to individuals, media, the Secretary of the Department of Health and Human Services, the Federal Trade Commission, or any other governmental entity.
- (e) <u>Documentation and Retention</u>. Document all actions described in this Section 2.2 and maintain such documentation for at least six (6) years from the date the documentation is created or the date it last was in effect, whichever is later.
- **2.3** <u>Indemnification.</u> Business Associate agrees that it shall indemnify and hold harmless the Group Health Plan and Plan Sponsor for any liability the Group Health Plan or Plan Sponsor

(or its employees, directors or agents) may incur to the extent such liability is attributable to any action or omission by Business Associate (or its agents or subcontractors) that is in violation of its obligations under this Agreement. This provision will survive the termination or expiration of this Agreement.

2.4 Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI in connection with the Services Agreement or this Agreement available to the Group Health Plan and the Secretary for purposes of determining the Group Health Plan's compliance with HIPAA and HITECH Act.

III. TERMINATION OF AGREEMENT WITH BUSINESS ASSOCIATE

- 3.1 <u>Termination Upon Breach of Provisions Applicable to PHI</u>. This Agreement may be terminated by the Group Health Plan, upon I 0 business days prior written notice to Business Associate in the event that Business Associate materially breaches any obligation of this Agreement, unless Business Associate cures the breach, to the satisfaction of the Group Health Plan, within such 10-day period. If Group Health Plan determines that termination of this Agreement is not feasible, Group Health Plan may report the breach to the Secretary.
- 3.2 <u>Termination Upon Termination of Service Agreement.</u> Except to the extent otherwise provided herein, this Agreement will terminate upon termination of the Service Agreement for any reason.
- 3.3 Use of Pill upon Termination. Upon termination of this Agreement, for any reason, Business associate must return or destroy all PHI received from Group Health Plan, or created by Business Associate in connection with Group Health Plan. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate must not retain copies of the PHI unless Business Associate reasonably determines that returning or destroying the PHI is not feasible, in which case Business Associate will provide to Group Health Plan written notification of the conditions that make return or destruction infeasible. Business Associate will also continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. This provision will survive the termination or expiration of this Agreement.

IV. NO THIRD PARTY BENEFICIARIES

The parties hereto do not intend to confer, nor does anything express or implied in this Agreement confer any rights, remedies or obligations or liabilities whatsoever upon any person other than parties hereto and their respective successors or assigns.

V. DEFINITIONS OF TERMS USED IN THIS AGREEMENT

- "Breach Notification Rules" mean the provisions as set forth in 45 C.F.R. Part 164 Subpart D. "Designated Record Set" has the same meaning given to such term under 45 C.F.R. 164.501.
- "Individual" has the same meaning given such term under 45 C.F.R. 160.103 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- "PHI" means Protected Health Information.
- "Privacy Rules" mean the standards for Privacy of Individually Identifiable Health Information, as set forth in 45 C.F.R. Parts 160 and 164.
- "Protected Health Information" has the same meaning given to such term under 45 C.F.R. 160.103, but further limited, for purposes of this Agreement, to PHI that is acquired, created, received, maintained or transmitted in connection with the Plan.
- "Required by Law" has the same meaning given such term under 45 C.F.R. 164.103.
- "Secretary" means the Secretary of the United States Department of Health and Human Services.
- "Security Incident" shall have the same meaning given such term in 45 C.P.R. 164.304, and shall include both attempted and successful unauthorized access, use, disclosure, modification, and destruction of information, or interference with system operations.
- "Security Standards" mean the Security Standards for the Protection of Electronic Protected Health Information as set forth in 45 C.P.R. Parts 160 and 164.
- "Standards for Electronic Transactions" mean the Standards for Electronic Transactions as set forth in 45 C.P.R. Parts 160 and 162

In witness whereof, the parties execute this Agreement by their duly authorized representatives as of the date set forth above.

CorpCare Associates, Inc.	City of Monroe ON ITS BEHALF AND ON BEHALF OF THE				
By:	GROUP HEALTH PLAN				
Name: George W. Martin, Jr.	Name:				
Title: President/CEO	Title:				
Date	Date				

CorpCare has the privilege of serving City of Covington (GA), Walton County (GA) and Newton County (GA), all since July 2000. Additionally we serve City of Loganville since 2012. For each of these programs, we provide 24-hour "live" intake with multilingual services, face-to-face counseling sessions for emotion and/or psychological issues, substance abuse (including DOT/SAP), marital and family, job performance concerns and more, work-life services (including legal, financial, eldercare and childcare), on-site supervisor and employee training, wellness seminars and health fair/open enrollment support. We respond to critical incidences and provide case management for Formal (Supervisor) referrals. Among these clients, there have been sensitive issues involving law enforcement officers and emergency response employees. CorpCare has responded promptly and professional giving the utmost respect to confidentiality and sensitivity many of these situations bring. All contacts are happy to speak with the City regarding our performance.

Karen Fraser, HR Director Walton County 303 S. Hammond Drive, Suite 331 Monroe, Georgia 30655 770.267.1331 770.267.1415 (fax) kfraser@co.walton.ga.us 600 employees

Becky Heisten, Human Resource Manager Newton County 1124 Usher Street Covington, Georgia 30014 678.625.1207 678.625.1222 (fax) bheisten@co.newton.ga.us 600 employees

Ronnie Cowan, Director
770.385.2080
rcowan@cityofcovington.org
Nancy Harvill, Payroll/Benefits Manager
770.385.2107
nharvill@cityofcovington.org
City of Covington
2194 Emory Street, NW
Covington, Georgia 30015
770.385.2132 (fax)
350 employees

Help is just a call away



The cards below are provided to assist you when a problem arises. By calling the helpline number you will reach your EAP immediately.



800.728.9444 www.corpcareeap.com



800.728.9444 www.corpcareeap.com



800.728.9444 www.corpcareeap.com

The CorpCare Counselor Network

CorpCare Associates, Inc., your EAP provider, uses fully licensed and credentialed counselors nationwide. All EAP counselors are carefully selected and have years of clinical experience. When meeting with an EAP counselor, you are guaranteed a caring and professional experience. Assistance is available twenty-four hours a day, seven days a week.



Help is just a call away...
770-396-5253
or
800-728-9444

Employee Assistance Program



Healthy Employees, Successful Organization

For more information go to www.corpcareeap.com/memberaccess.html



www.corpcareeap.com

EAP is here to help you...

Your Employee Assistance Program (EAP) aids by helping to clarify, redirect and consider helpful options. Assisting you to achieve your personal goals is our purpose. EAP is provided as a benefit at no cost to support your efforts to resolve personal or work related problems. With your EAP, help is just a phone call away.

Your EAP helps with...

- Alcohol/Drug Abuse
- Parenting Problems
- Family Problems
- Work Difficulties
- Marital Concerns
- Emotional Upsets

- Stress Problems
- Financial/Legal Referral
- Eldercare/Childcare Referral
- Other Personal Concerns

Your EAP is confidential...

Contacting EAP and speaking to a counselor is confidential. Only in certain extreme situations is the counselor mandated by law to break confidentiality. EAP will not share information with your employer. You have the right to personal privacy and we at CorpCare protect that right.

Your EAP is here for you.



Everyone occasionally experiences problems. Locating the right assistance is, at times, as confusing as the problem itself. EAP provides a counseling resource that quickly and professionally assists you and your family members in handling problems affecting your personal or work life. Why allow problems to continue unresolved? Help is just a call away.

For more EAP information go to www.corpcareeap.com/memberaccess.html



HELP IS JUST A CALL AWAY

The cards below are provided to assist you when a problem arises. By calling the helpline number you will reach the EAP immediately.

EMPLOYEE ASSISTANCE PROGRAM

A confidential counseling and referral service provided free of charge to employees and their dependents.

Call 800-728-9444 for assistance with:

- Alcohol/Drug Abuse
- Parenting Problems
- Family problems
- Work Difficulties
- Marital Concerns
- Emotional Upsets
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- Work Difficulties

Marital Concerns

- Emotional Upsets
- Stress Problems
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- Elder/Child Care Referral
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