

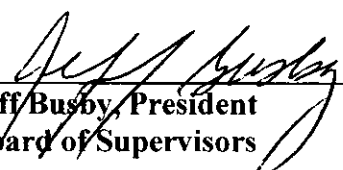
**ORDER: ACCEPT RENEWAL OF AGREEMENT WITH COMMUNICARE FOR
THE EMPLOYEE ASSISTANCE PROGRAM AT A COST OF \$5,090.40**

Motion was made by David Rikard, duly seconded by Chad McLarty, to accept renewal agreement with Communicare for the Employee Assistance Program at a cost of \$5,090.40.

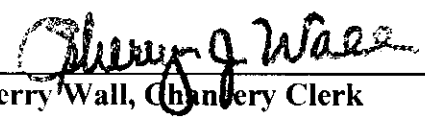
The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 5th day of September, 2017.



Jeff Busby, President
Board of Supervisors



Sherry Wall, Chancery Clerk

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

This Agreement is entered into this 1st day of July 2017, by and between North Mississippi Commission DBA Communicare and Lafayette County Board of Supervisors on behalf of Lafayette County.

It is agreed that Communicare shall provide an Employee Assistance Program (hereinafter called the "Program") for employees and immediate family members of employees of Lafayette County (hereinafter called the "County").

Communicare shall maintain an Occupational Consultant and the County shall maintain a Program Coordinator who will cooperate to implement and administer the Program. All communications between Communicare and the County on matters relating to the Program shall be made through these representatives.

1. Services: Communicare, through its staff agrees to:

- A. Work with the County staff and provide training for representatives and employees designated by the County. Training will be provided on an as-needed basis up to six times per year and will include instructions in the objectives and day-to-day operation of the Program; in the recognition of associates needing referral; and, in referral strategies. Communicare will thereafter provide training on an on-going basis to management representatives and employees as designated by the County. This will be provided as required to continually update previously trained staff and instruct those that are new.
- B. Provide pertinent information as requested through the Program Coordinator concerning the Program, or mental health issues in the form of announcements, newsletter articles and other relevant materials.
- C. Provide assistance at no out of pocket charge to County employees and immediate family members through individual assessments and/or counseling sessions. Such sessions will be in response to supervisory/management referrals or self-referrals and will be held at any Communicare office at mutually agreeable times.
- D. Evaluation of referred employees and further referral if the needed services are not offered by Communicare. Employees will be informed that costs of services not offered by Communicare shall be the responsibility of the County employee and not the County or Communicare. Whenever clinically appropriate, Communicare will avoid referral to inpatient services by providing outpatient treatment.
- E. Treatment services for persons needing services offered by Communicare will be based on client need and will be provided on an unlimited basis and will continue until problem resolution is accomplished or services are terminated. Services may include:
- F. Diagnosis, counseling and treatment for:
 - 1) Marital and family problems;
 - 2) Mental and emotional disturbance; and
 - 3) Other personal situations.
- G. Emergency consultation services by Communicare professional staff.

- H. Notification to the County Program Coordinator of referral received and terminated when authorized by the client.
- I. Provide a written annual report which specifies the number of employees and immediate family members treated during the preceding year, the total number of hours of service provided, the referral source, a breakdown of problems, diagnoses and both treatment and referrals made in the general categories of alcohol abuse, drugs misuse, emotional problems, family problems, financial problems, and other.
- J. In addition, Communicare will submit a quarterly report which identifies the number of program participants in each of the above categories.
- K. Maintain the confidentiality of all information obtained from any employee or any member of the employee's family and prevent disclosure to the County or any third party, except in accordance with applicable governmental laws, rules, regulations and professional code of ethics or upon receipt of the written consent from the employee, guardian, personal representative or as otherwise provided or required by law. Confidentiality shall be maintained regarding, but not limited to, records of identity, diagnosis, evaluation or treatment. All records and data maintained by Communicare concerning the EAP, including client records shall be the sole property of Communicare, regardless of their physical location, and shall be maintained by Communicare.
- L. Provide treatment in a non-discriminatory manner to all of the County's employees, without regard to sex, age, race, creed or national origin.

2. It is also agreed that the County will provide Communicare with:

- A. Appropriate meeting places and facilities as required for planning and evaluation meetings, group orientation sessions and individual conferences with supervisors and employees.
- B. A stated policy guiding the Program for Communicare
- C. Referrals of employees whose job performance appears to be impaired after identifying and documenting job performance problems
- D. Notification through the Communicare representative of the name, address, nature and extent of any apparent problems with any associate referred to Communicare for mandatory treatment.
- E. Reasonable time for associates to seek referral and treatment. In the case of mandatory referrals, the employee will be seen within 48 hours.
- F. Communication between the Communicare Occupational Consultant and the County representative as needed.
- G. Provide information, on a case-by-case basis, if needed regarding eligibility of associates seeking services.

3. Compensation and fees: The County shall pay Communicare upon receipt of a semi-annual statement an amount equal to one-half of the annual fee for each covered employee regardless whether or not

each covered employee has actually participated in the EAP. The annual fee will be \$5,090.40. That equals \$2.10 per person/per month based on the number of employees in the County appropriations budget, currently 202. The fee is inclusive of all of Communicare's expenses, including local transportation and the preparation of reports. An "employee" is a person on the payroll of the County, working in the area serviced under this agreement and their beneficiaries.

Employees will be seen without a copay or deductible charged. Whatever their insurance will provide will be accepted by Communicare as payment in full; with the exception of substance abuse treatment.

The County shall notify Communicare of any increase or decrease in the number of employees eligible to participate.

4. Indemnification: Communicare agrees to indemnify and hold harmless the County from and against any and all claims, actions, liabilities, loss or damage, however caused, for loss or damage to any property or for bodily or personal injuries, including death resulting therefrom, sustained by any person or persons, which loss, damage or injuries resulting from or arising out of Communicare's performance of this agreement.

The County agrees to indemnify and hold harmless Communicare from and against any and all claims, actions, liabilities, loss or damage, however caused, for loss or damage to any property or for bodily or personal injuries, including death resulting therefrom, sustained by any person or persons, which loss, damage or injuries resulting from or arising out of the County's performance of this agreement.

5. Insurance: Communicare agrees to maintain, at its own expense, comprehensive general liability insurance and professional liability insurance written by a responsible insurance carrier licensed to do business in Mississippi, which shall provide coverage for liability for injury to and/or death of, and/or damage to property of any person or persons with respect to the acts or omission of Communicare with policy limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate per year. Communicare is also considered to be a governmental agency and covered under the Mississippi Tort Claims Act.

The County is a governmental entity and its employees are covered under the Mississippi Tort Claims Act. This fund provides coverage for the liability for injury to and/or death and/or damage to property of any person or persons with respect to the acts of omission of the County. In any claim or suit for damages against a governmental entity or its employees, the amount shall not exceed Five Hundred Thousand Dollars (\$500,000.00).

6. Term and Termination: This agreement will begin the 1st day of July 2017, ("effective date") and will be automatically renewed annually, unless sooner terminated as outlined in the following sentence. The agreement may be terminated at any time without cause and without liability by either party upon thirty (30) days advanced written notice to the other party. In the event of termination of this agreement, the County is responsible for and agrees to promptly pay all fees properly incurred or accumulated prior to the effective date of the termination. Upon termination of this agreement, all records made by Communicare regarding any individual employee shall remain in the possession of Communicare.
7. Independent Contractor: The relationship between Communicare and the County is an independent contractor relationship. Nothing contained in this agreement is intended or shall be construed to create

an employer/employee relationship between Communicare and the County. Physicians or other health care personnel or agencies to whom an employee may be referred by Communicare shall not be considered as employees, agents, servants or independent contractors of either Communicare or the County.

8. Modification: This agreement constitutes the entire agreement between the parties and supersedes all prior communications, representations or agreements, oral or written, between Communicare and the County. All amendments to this agreement shall be in writing and shall be signed by both parties.

9. Notice: any notice required or permitted hereunder shall be provided to the parties by certified mail at the following address:

If to Communicare: Communicare
152 Highway 7 South
Oxford, MS 38655
Attention: Sandy A. Rogers, Ph.D.

If to the County: Lisa Carwyle
County Administrator, Inventory Clerk, and Purchase Clerk
300 N. Lamar Boulevard
Oxford, MS 38655

10. Confidentiality: The Parties agree to respect and abide by all Federal and State and local laws pertaining to confidentiality and disclosure with regard to all information or records obtained and reviewed in the course of providing services to patients or to each institution. Solely to the extent applicable to this agreement, both parties agree to comply with all aspects of Health Insurance Portability and Accountability Act (HIPPA) regulations, as protection and security of confidential patient information, including but not limited to the transmission of health care information sets, medical code sets, provider identifier, employer identifier and patient identifier. The parties shall maintain all information in accordance with all applicable laws, regulations and professional standards in a manner that will keep such information confidential and shall permit access to such information only as authorized by law. The parties agree that except for protected health information (PHI) information needed by THE COUNTY for payment purposes that no PHI will be provided by Communicare to the County without a written authorization from the patient (client) covered employee/beneficiary.

By/Date: Sandy A. Rogers, Ph.D.
Sandy A. Rogers, Ph. D. 8/29/17
Executive Director, Communicare

By/Date: _____
Lisa Carwyle
Lafayette County Administrator