

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

BETWEEN

HEALTH TECH AFFILIATES, INC.

THROUGH



AND

**TOWN OF COLLIERVILLE**

This Agreement, made the first day of July, 2017 by and between Health Tech Affiliates, Inc. through CONCERN: Employee Assistance Program located at 2670 Union Extended, Suite 610, Memphis, Tennessee 38112 (hereinafter referred to as “HTA”) and Town of Collierville (hereinafter referred to as “Client Company”) at 500 Poplar View Parkway, Collierville, TN 38017.

WITNESSETH

WHEREAS, HTA through its CONCERN: Employee Assistance Program provides assistance to business organizations in the design, implementation, and maintenance of Employee Assistance Programs; and

WHEREAS, Client Company has indicated that they desire that such a program be available to certain employees; and

WHEREAS, Client Company desires to engage HTA pursuant to the terms of this Agreement to perform and provide specified services for covered employees;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

1. SERVICES. Client Company hereby retains and engages HTA to render the following services (hereinafter referred to as “Services”) for covered employees (as hereinafter defined) through its CONCERN program and staff:

- a. Assist in the introduction of an Employee Assistance Program for covered employees and the development of supporting information for the program, including working with Client Company's management and staff;
- b. Hold orientation sessions for specified levels Client Company management employed in Collierville, Tennessee to present the program as a management tool. These sessions shall be according to schedules and at locations mutually agreed upon;
- c. Hold orientation sessions for new supervisors and refresher sessions at such times and locations as mutually agreed upon;
- d. Provide assistance to covered employees and eligible members of their immediate families through individual interviews and/or counseling sessions; such sessions to be in response to supervisory/management referrals or self referrals and to be held at Client Company's or HTA's facility as mutually agreed by the parties;
- e. Where indicated, refer covered employees to other agencies and individuals for assistance. In making such referrals to other agencies, due regard will be given to the appropriateness of the referrals in view of the need, location, cost and available resources and covered employees will be advised that the employee(s) and not Client Company shall be responsible for payment of all cost and fees of any such agency for services rendered. It is further agreed that appropriate referral options will be offered on the basis of the above factors and without regard to whether the treatment service to which the employee is referred is associated with HTA;
- f. Provide four (4) hours of on-site training per calendar year. Training may be provided remotely via video or "live meeting". If client company desires on-site training for locations more than 2 hours by car from Memphis, client company will be responsible for all mileage and travel costs.

- g. Upon request, consult with individual Client Company supervisors regarding potential or actual supervisory referrals;
- h. Provide Client Company on a quarterly basis with a report on the utilization of CONCERN: EAP activities; such reports shall include a statistical analysis of the numbers and types of referrals, but shall at all times maintain employee confidentiality rights;
- i. Provide the Director (Director's delegate) of HTA's CONCERN: EAP as representative for day-to-day contact or communications regarding the services covered by this Agreement;
- j. Represent and warrant that all of the aforesaid services and treatments to be rendered by CONCERN: EAP will be conducted by duly qualified personnel, and that any and all referrals made by CONCERN: EAP will be made to duly qualified and to the extent required, licensed personnel;
- k. Maintain and provide comprehensive general and professional liability insurance (or, at its option, coverage under a plan of self-insurance) applicable to the CONCERN program;
- l. Hold Client Company harmless from, and agree to defend Client Company against, any and all claims and/or liability of any nature whatsoever, arising from any negligent act or omission by HTA/CONCERN in providing services hereunder to covered employees or eligible members of their immediate family; nothing herein contained shall be deemed to excuse or relieve either party from any liability, or require the other party to indemnify or hold that party harmless from any damages or liability, resulting from the negligence or willful misconduct of that party, its agents or employees; and

- m. Maintain confidentiality of all information obtained in the course of providing services hereunder for any covered employee or any eligible family member; such information shall not be disclosed to Client Company or any third parties except in accordance with applicable governmental laws, rules, regulations and professional codes of ethics; said confidentiality shall include, but not be limited to, records of identity, diagnosis, evaluation or treatment; the parties acknowledge that information may be disclosed after execution by the employee of an appropriate consent form.

2. CLIENT COMPANY shall:

- a. Provide such meeting places and facilities as may be required for planning and evaluation meetings, group orientation sessions, and individual conferences with supervisors and employees;
- b. Assume responsibility for scheduling and notifying participants of such meetings;
- c. Provide internal and external publicity and communications appropriate to launch and maintain the program;
- d. Designate an employee of Client Company to be the coordinator of the Program and as such to represent Client Company to HTA in the day-to-day contacts regarding services covered by this Agreement; and
- e. Make payments of compensation as required hereunder.

3. COMPENSATION AND FEES. Client Company shall pay HTA on a monthly basis upon receipt of a monthly written statement. The fee shall be \$0.85 per covered employee per month regardless of whether or not said covered employee(s) actually participated in any way in, or sought services or assistance under, the CONCERN program. This fee is inclusive of and covers all the HTA's expenses including transportation and preparation of reports.

4. COVERED EMPLOYEES. “Covered employees” as used in this Agreement shall be those employees employed by Client Company and eligible for participation under guidelines set by the Client Company after consultation with HTA. Such guidelines may only be modified or amended by Client Company in writing and after consultation with HTA.

5. TERM. This Agreement will remain in effect from July 1, 2017 through June 30, 2019 and shall thereafter automatically renew for successive one (1) year renewal terms. This Agreement may be terminated at any time during the initial or any renewal term, without cause and without liability by either party, upon sixty (60) days advance written notice to the other party. In the event of termination of this Agreement, Client Company shall promptly pay all fees properly incurred or accumulated prior to the effective date of termination.

6. INDEPENDENT CONTRACTOR. The relationship between HTA and Client Company is an independent contractor relationship. Personnel associated with HTA in connection with this program shall not be deemed employees or agents of Client Company for any purpose. All personnel associated with Client Company shall be deemed employees, agents, servants, or independent contractors of Client Company and not employees or agents of HTA for any purpose. Physicians or other health care personnel or agencies to whom the employee may be referred by HTA shall not be considered as employees, agents, servants or independent contractors of either HTA or Client Company.

7. FAILURE OF COOPERATION. It is specifically acknowledged by the parties that HTA will use good faith efforts to perform services hereunder but that its ability to do so is affected by the cooperation, or lack of cooperation, of the participating employees, and that HTA shall not be responsible for delays or other consequences resulting from failure of lack of cooperation on the part of any participating employees.

8. COOPERATION WITH HTA. Client Company will use their reasonable best efforts in cooperating with and providing requested information to HTA.

9. MODIFICATION. This Agreement is the entire agreement between the parties concerning services for Client Company employees. No amendment or modification of this Agreement, other than pursuant to its express terms, shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first above written.

HEALTH TECH AFFILIATES  
CONCERN: Employee Assistance Program

TOWN OF COLLIERVILLE

BY: Judy Bookman

BY: [Signature]

BY: Judy Bookman  
(Print Name)

BY: James Lewellen  
(Print Name)

TITLE: Interim Director

TITLE: Town Administrator

DATE: 6/30/2017

DATE: 6/30/2017

[Signature]  
6-29-2017  
NBS  
6/29/17