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BY:

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is entered into as of the 1st day of January, 2022 (the "Effective Date") by and between **MAGELLAN HEALTHCARE, INC.**, with offices at 14100 Magellan Plaza Drive, Maryland Heights, MO 63043 ("Magellan") and **EAST COUNTY FIRE & RESCUE**, with offices at 600 NE 267th Avenue, Camas, WA 98671 ("Sponsor").

RECITALS

1. Magellan is engaged in the business of providing employee assistance program and related wellness services to employers and labor organizations.
2. Sponsor desires to contract with Magellan for certain of its services and Magellan agrees to provide such services in accordance with the terms and conditions of this Agreement.
3. Sponsor and Magellan intend for this Agreement to replace and supersede any prior agreements between the parties with respect to the subject matter contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, Magellan and Sponsor hereby agree as follows:

AGREEMENT

1. DEFINITIONS

- 1.1 Base Fee: the annual charge for EAP services, as set forth on Addendum B.
- 1.2 Contract Anniversary Date: the day following the last day of the initial term or any renewal term of this Agreement.
- 1.3 Contract Year: a one (1) year period commencing on the Effective Date or an anniversary of such Effective Date, as applicable.
- 1.4 Employee: an individual whose current employment or employment status (e.g., retiree, beneficiary under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended) with Sponsor is the basis for the individual's eligibility for Services.
- 1.5 Employee Assistance Program ("EAP"): a systematic program to help individuals resolve personal problems, such as family conflict, stress, and drug or alcohol abuse; to address common work/life issues; and to provide training, consultation, and other management services relating to the effective utilization of the EAP by Sponsor and its Employees.
- 1.6 Employee Count: the number of Employees eligible for Services at any point in time.
- 1.7 ERISA: the Employee Retirement Income Security Act of 1974, as amended.
- 1.8 Household Member: an individual who either a) permanently, physically resides in the household of an Employee or b) is a dependent of an Employee.
- 1.9 Participant: an Employee or a Household Member.
- 1.10 Provider: a psychologist, clinical social worker, marriage family and child counselor, or other professional licensed or certified to deliver behavioral health counseling services under the laws of the state in which he or she practices.

1.11 Supplemental Fees: all fees and charges except for the Base Fee as set forth on Addendum B.

2. SERVICES

Magellan will provide EAP services to Sponsor and its Employees and Household Members within the United States (including Puerto Rico) as set forth in Addendum A ("Services").

3. SERVICE FEES

3.1 Payment Obligation. As consideration for the Services to be performed by Magellan hereunder, Sponsor agrees to pay Magellan the Base Fee and all applicable Supplemental Fees (collectively, the "Service Fees") set forth on Addendum B.

3.2 Invoicing and Payment. Sponsor shall pay the Base Fee within thirty (30) days of the first day of each quarter of the Contract Year in quarterly installments. Sponsor shall pay any Supplemental Fees owed upon delivery of an invoice from Magellan for Services for which a Supplemental Fee is due to Magellan within thirty (30) days of the date of invoice. Any undisputed Service Fees not paid when due shall be subject to interest charges at the lesser of one percent (1.0%) per month or the maximum rate allowed under applicable law. All payments due to Magellan that are not paid via electronic funds transfer shall be addressed to: Magellan Healthcare, Inc., Magellan Lockbox, P.O. Box 785341, Philadelphia, PA 19178-5341, or to such other address as may be communicated to Sponsor by Magellan from time to time.

3.3 Covered Population. The Base Fee assumes an Employee Count of 35. In the event Sponsor adds Employees located in the State of California, Sponsor will promptly notify Magellan so Magellan can take appropriate measures to ensure compliance with California EAP regulations.

3.4 Fee Adjustments.

3.4.1 Renewals. No later than ninety (90) days prior to the Contract Anniversary Date, Magellan will provide Sponsor with the Service Fees applicable to the next renewal term. Unless otherwise mutually agreed upon by the parties, such Service Fees will become effective on the Contract Anniversary Date unless this Agreement is terminated pursuant to the terms of this Agreement.

3.4.2 Population Variance. If the Employee Count reported by Sponsor and used to calculate the Base Fee for any billing period varied by fifteen percent (15%) or more above or below the actual Employee Count for such period or periods, Magellan may adjust the Base Fee in accordance with the new Employee Count as of the effective date of the change in population for a period not to exceed six (6) contract months. As applicable, Sponsor shall pay Magellan the amount of any undisputed underpayment or Magellan shall credit the amount of any overpayment to Sponsor, within thirty (30) days of the resolution of any variation.

3.5 Taxes. Any applicable sales, use, premium, excise or other tax, fee or surcharge imposed on Services provided under this Agreement ("Taxes") will be paid by Sponsor. Notwithstanding the foregoing, in no event shall Sponsor be liable for any taxes, license fees, or other amounts levied against Magellan that relate to Magellan's normal business operations, income taxes, gross receipts taxes, or state licensing fees. Sponsor shall indemnify Magellan for any Taxes and any penalties and/or interest thereon paid by Magellan.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for three (3) years beginning on the Effective Date. Thereafter, the Agreement shall automatically renew for successive one (1) year terms from the Contract Anniversary Date unless terminated as provided in Section 4.2 or either party gives the other written notice of nonrenewal not less than sixty (60) days prior to the expiration of the term of this Agreement or any renewal thereof.

4.2 Termination. This Agreement may be terminated as follows:

4.2.1 Material Breach. Either party may terminate for a material breach of the Agreement, other than non-payment of Service Fees, but only if the party seeking to terminate has first given the party in breach written notice specifying the nature and, so far as then known, the extent of the breach and the action required to correct the breach. The party in breach shall be afforded thirty (30) days (or such additional time as the non-breaching party may reasonably allow, as confirmed in writing) to cure the breach or achieve substantial cure if a complete cure cannot be reasonably effectuated within the designated period. If the breach remains uncured at the expiration of the designated period, the non-breaching party may, at any time that the breach remains uncured thereafter, terminate this Agreement upon five (5) business days' advance written notice.

4.2.2 Non-payment of Fees. Magellan may terminate for a default by Sponsor in its payment obligations under this Agreement unless there is a bona fide dispute regarding the Service Fees due. Provided, Magellan shall not terminate the Agreement for non-payment of undisputed Service Fees unless Sponsor's payment is delinquent for more than thirty (30) days, Sponsor has been duly notified of the delinquency by Magellan, and at least thirty (30) days have elapsed since the date of notification of delinquency. If Sponsor pays the delinquent amount in full, including any accrued interest, prior to the next payment date after cancellation of the Agreement and the Agreement was not previously cancelled for non-payment during the 12-month period prior to the effective date of cancellation, Magellan shall reinstate the Agreement as though it had never terminated. During the period of time from the date of notice to Sponsor of the delinquency through any reinstatement of the Agreement, Magellan shall not be obligated to perform on-site services (e.g., Service Hours, CIR Services), deliver print communications materials to Sponsor, or refer new Participant cases to an EAP Counselor or Virtual Therapy Provider for Sessions (as defined in Addendum A of this Agreement).

4.2.3 Miscellaneous Events. Either party may terminate this Agreement immediately upon written notice to the other party if: (a) the other party engages in fraud or intentional misrepresentation in connection with a decision to enter into this Agreement or fulfill any obligations hereunder, (b) the other party ceases to operate, or (c) the other party becomes legally disqualified to perform, unless such disqualification can be remedied without a disruption in the performance of this Agreement.

4.3 Effect of Termination.

4.3.1 Continuity of Care. Sponsor and Magellan shall cooperate to avoid any interruption in the continuity of care to Participants.

4.3.2 Reports. Provided Sponsor has paid Magellan all undisputed Service Fees due under this Agreement, Magellan shall release to Sponsor all final aggregate utilization reports on the next scheduled report date.

4.3.3 Use of Materials. Sponsor's right to use Magellan proprietary materials furnished during the term of this Agreement, including without limitation, manuals, videotapes, DVDs, employee print communications, and Web site, shall cease upon the effective date of termination. Upon Magellan's request, Sponsor shall return or destroy any such proprietary materials.

4.3.4 Return of Service Fees. Magellan shall, within thirty (30) days of termination, return to Sponsor the pro rata portion, if any, of the Service Fees paid to Magellan which corresponds to any unexpired period for which payment has been received, less any undisputed amount then due Magellan.

5. **OBLIGATIONS OF SPONSOR**

5.1 Sponsor Cooperation. Sponsor agrees to cooperate with Magellan by furnishing accurate information necessary for the delivery of Services hereunder on a timely basis in a form and manner reasonably specified by Magellan.

5.2 Notice of Employee Count. If at any time the actual Employee Count varies from the previously reported Employee Count by fifteen percent (15%) or more, Sponsor shall provide prompt notice to Magellan of such variation, the effective date of the change, and the revised Employee Count. Sponsor shall bear the risks associated with an inaccurate Employee Count reported to Magellan, whether such report was made by Sponsor or by a third party on behalf of Sponsor.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. Without limiting the scope or extent of the protection afforded Sponsor for the liabilities assumed by Magellan under this Agreement, Magellan agrees to maintain during the term of this Agreement the following coverages: (a) commercial general liability insurance with limits of liability of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate, and (b) managed care errors and omissions insurance with limits of liability of no less than \$5,000,000 per claim and aggregate.

6.2 Indemnification. As allowed by law, each party (the "Indemnifying Party") agrees to defend and indemnify the other party, its affiliates and their respective officers, directors and employees (the "Indemnified Party") from any third-party claims, losses, damages, liabilities, or expenses (including court costs and reasonable attorneys' fees) arising out of or resulting from the breach of this Agreement by the Indemnifying Party or its officers, directors, employees, or agents, but only if the Indemnified Party has not, by act or failure to act, materially jeopardized the position of the Indemnifying Party with respect to the resolution or defense of the claim. Third-party claims include those asserted by regulatory agencies against the Indemnified Party for which Indemnification by the Indemnifying Party would be available under this Agreement. The Indemnified Party must promptly notify the Indemnifying Party upon receipt of notice of any claim or lawsuit and must permit the Indemnifying Party's authorized attorneys and personnel to handle and control the defense of any such claim or lawsuit. The Indemnified Party agrees to fully cooperate and aid in such defense at its own cost. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, and does not contain any equitable order, judgment or term which in any manner affects, restrains or interferes with the business of the Indemnified Party or any of its respective affiliates.

7. PROPRIETARY INFORMATION

In connection with the performance of Services under this Agreement, each party may disclose to the other certain confidential information concerning the disclosing party's business, including confidential information that may have been disclosed prior to execution of this Agreement, regardless of whether such information is marked or otherwise designated "confidential" or "proprietary," and regardless of whether such information is furnished in oral, written, or electronic form ("Proprietary Information"). The parties recognize and agree that any such Proprietary Information shall remain the exclusive property of the disclosing party and shall not be used or disclosed for any purpose other than as contemplated by this Agreement. By disclosing Proprietary Information, neither party shall be deemed to have waived any copyright, trademark or patent right that it, its parent, subsidiary or affiliate, may have. In the event that the receiving party is requested, or required by applicable law, regulation or legal process, to disclose any Proprietary Information of the disclosing party, the receiving party agrees that it will provide the disclosing party with prompt notice of such request or requirement and reasonable cooperation in order to enable the disclosing party to seek an appropriate protective order or take such other steps as it deems reasonably necessary. This section shall not apply to any information which the receiving party can demonstrate (a) was already available to the public at the time of disclosure, or subsequently became available to the public, other than by breach of this Agreement, (b) was available to the receiving party on a nonconfidential basis prior to its disclosure by the disclosing party, (c) becomes available to the receiving party on a nonconfidential basis from a person other than the disclosing party who is not otherwise bound by a confidentiality agreement with the disclosing party, or is otherwise not under an obligation to the disclosing

party or any of its representatives not to transmit the information to the receiving party, or (d) was independently developed or discovered by the receiving party.

8. MISCELLANEOUS

8.1 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws and regulations relating to performance under this Agreement, including without limitation, all applicable privacy laws. Magellan further agrees it will not discriminate against any Participant or applicant for employment because of race, color, religion, gender, national origin, ancestry, marital status, sexual orientation, age, disability or other protected class. Magellan will reasonably accommodate Participants seeking Services.

8.2 Fiduciary Status. To the extent that any Services hereunder are governed by ERISA, Magellan shall be a fiduciary, within the meaning of ERISA, of the applicable group health plan. Such fiduciary status, however, is limited to the responsibilities specified in this Agreement. Magellan is not intended to be and shall not be the plan administrator, within the meaning of ERISA, of such group health plan.

8.3 Status of the Parties. Magellan and Sponsor agree that they are independent contractors and neither Magellan nor Sponsor is the agent of the other, nor is either party authorized to act on behalf of the other in any manner.

8.4 Third Party Beneficiaries. The parties have not created and do not intend to create by this Agreement any enforceable rights in any Participant, Provider, or other person not a party to this Agreement.

8.5 Survival. Any terms of this Agreement that by their nature extend beyond their expiration or termination shall remain in effect until fulfilled. No confidentiality or indemnification obligation contained in this Agreement shall be affected by expiration or termination of this Agreement. This Agreement shall bind the parties and their legal representatives, successors, heirs and assigns.

8.6 Notices. Unless otherwise provided in this Agreement, all notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently provided if given by personal service or sent by registered, certified or express mail, or reputable overnight courier service with receipt confirmed:

To Magellan: Magellan Healthcare, Inc.
14100 Magellan Plaza Drive
Maryland Heights, MO 63043
Attention: Legal Department

To Sponsor: East County Fire & Rescue
600 NE 267th Avenue
Camas, WA 98607
Attention: Deputy Chief

From time to time, either party may designate a different name or address for purposes of notice by notice to the other party given in accordance with this paragraph.

8.7 Waiver. The failure of any party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, or to exercise any option conferred in this Agreement, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions or options on any future occasion.

8.8 Force Majeure and Excuse of Performance. Neither party shall be liable to the other for damages or monetary penalties of any kind or deemed in default under this Agreement for any failure to perform or delay in performing to the extent that its performance is hindered, delayed, or rendered impossible due to an event or occurrence beyond the

reasonable control of the party, and without its fault or negligence, including, without limitation, the breakdown, malfunction or other failure of any external third party telecommunication system or other system or mechanism by which information and data is stored or transmitted.

8.9 Enforceability. The invalidity or unenforceability of any term or provision herein shall in no way affect the validity or enforceability of any other term or provision.

8.10 Entire Agreement. This Agreement, including all attached addenda, represents the entire agreement between the parties and supersedes any and all prior written or oral agreements or understandings related to the subject matter hereof. Notwithstanding the foregoing, this Agreement hereby incorporates any business associate agreement executed by or on behalf of the parties in compliance with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

8.11 Modification of Agreement. Any modification, alteration, or change to the terms of this Agreement, or any addenda attached hereto, shall be made only by a written agreement duly executed by the parties, subject to the approval of any applicable regulatory authority if required by applicable law or regulation.

8.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Magellan and Sponsor have executed this Agreement by their duly authorized representatives.

MAGELLAN HEALTHCARE, INC.

By: Jeff B. Bringardner

Printed Name: Jeff Bringardner

Title: SVP & GM, Commercial Behavioral Health

Date: 12/9/2021

EAST COUNTY FIRE & RESCUE

By: Michael Carvaz

Printed Name: Michael Carvaz

Title: Fire Chief

Date: 11-30-21

**ADDENDUM A
STATEMENT OF WORK**

A. EAP Services

1. Definitions.

1.1 Brief Counseling: a problem-focused form of individual or family outpatient counseling that (a) seeks resolution of problems in living (e.g., parenting concerns, emotional stress, marital and family distress, alcohol- and drug-related problems) rather than basic character change, (b) emphasizes counselee skills, strengths and resources, (c) involves setting and maintaining realistic goals that are achievable in a one (1) to five (5) month period, (d) encourages counsees to practice behavior outside the counseling session to promote therapeutic goals, and (e) in which the counselor provides structure, interprets behavior, offers suggestions, and assigns “homework” activities.

1.2 Crisis Counseling: the process of responding to a request for immediate services in order to determine whether an emergency exists and, based on that determination, of making a referral to emergency behavioral health services, to community resources, or to an EAP Counselor or Virtual Therapy Provider. Crisis Counseling includes communication with the person in crisis that is focused on defusing the person’s severe emotional reaction to a situation in order to enable that person to accept the referral and deal with the immediate crisis without causing harm to self or others.

1.3 Critical Incident Response (“CIR”) Services: a response to and consultation in connection with a sudden, unanticipated, traumatic incident or circumstance (e.g., accident, death, threat of violence, natural disaster) that produces a high degree of distress in the affected workplace of Sponsor or an immediate or delayed emotional reaction in Employees, that surpasses normal coping mechanisms.

1.4 EAP Consultant: a licensed behavioral health professional employed by Magellan at its service center to respond telephonically to Participant requests for EAP services.

1.5 EAP Counselor: a psychologist, clinical social worker, marriage family and child counselor, or other professional licensed or certified to deliver behavioral health counseling services under the laws of the state in which he or she practices, who is under contract with Magellan to provide EAP services, and who has (a) training and experience in assessing substance abuse problems and in conducting focused, problem-resolution counseling and (b) at least a master’s level degree in an appropriate field.

1.6 Episode of Care: a continuous course of counseling for a specific problem or set of problems, up to the number of Sessions specified in Section 3.1 of this Addendum A.

1.7 In-person Session: a counseling session of approximately fifty (50) minutes at the office of an EAP Counselor for a Participant individually, or with others, as appropriate for the Participant’s concern.

1.8 Session: an In-person Session or Virtual Therapy counseling session, available to Participants per Section 3.1 at the per problem per year limit prescribed therein.

1.9 Virtual Therapy: a counseling session provided via an alternative modality to In-person Sessions, whether via telephonic conference, video conference, live chat, or text messaging, which shall count toward the Session limit per problem per year at the then-current applicable and appropriate conversion rate (one week of text therapy as verified by the text therapist equaling one Session, one telephonic, video, or live chat session equaling one Session, for example). These will be provided by a Magellan or third party Provider as clinically appropriate and available and delivered via confidential and secure platforms as verified by Magellan and in accordance with applicable law.

2. Magellan Web Site. Magellan will provide Sponsor and Participants with access to its Web site, which includes information on wellness subjects, general health, workplace topics for organizations, interactive self-improvement programs and self-assessment tools, a directory of EAP Counselors and a database of child and elder care providers.

3. Personal Consultation Services.

3.1 EAP Services. Magellan will maintain a toll-free telephone access line 24 hours per day, 7 days per week, for Participants to access EAP services. EAP Consultants will be available through the telephone access line to assess the caller's problem and arrange for appropriate assistance (e.g., provide coaching and/or refer to a benefit program, community resource or other service provider). In addition, EAP Consultants will provide Crisis Counseling. Magellan will link each Participant who requests In-Person Sessions to an EAP Counselor or will alternatively link each Participant who requests and/or prefers Virtual Therapy to his or her available and appropriate options for Virtual Therapy. Magellan will explain all available modalities for EAP services to Participants in linking them with its various options. Sessions will be available by appointment on weekdays, evenings, and Saturdays at the offices of EAP Counselors nationwide for In-person Sessions or via the appropriate platform for Virtual Therapy. The EAP Counselor or Virtual Therapy Provider will assess the Participant's problems and, in accordance with the EAP Counselor or Virtual Therapy Provider's best judgment, provide Brief Counseling and/or refer the Participant to an appropriate treatment provider and/or community resource. Each Participant is eligible for up to three (3) Sessions per problem per year, as clinically appropriate. Participants may alternate between different Virtual Therapy modalities between Sessions in working toward the Session limit but may not accrue Sessions concurrently with different modalities. As applicable, Participants will have access to EAP services through self-referral, supervisor referral, human resources referral, and mandatory referral.

3.2. Online Chat: Live chat is available to Participants to obtain program information, locate EAP resources and receive assistance or administrative support in utilizing their EAP offerings and related services described herein.

3.3 Run-off Services. For a period of thirty (30) days following termination of this Agreement, Magellan will provide Sessions, so long as Sessions remain available and are clinically appropriate, to those Participants with open routine cases as of the effective date of termination. Any open formal supervisory referrals to the EAP will be transitioned to a successor vendor or other provider as directed by Sponsor.

4. Treatment Compliance Monitoring. Upon request and with the concurrence of the Employee, Magellan will monitor an Employee's compliance with a substance abuse treatment program monthly, as needed, for up to one (1) year.

5. Management Consultation. Upon request, Magellan will provide telephonic consultation services (i) to any supervisor who is considering the referral of an Employee to the EAP, and in the case of a formal, supervisor-referred Employee, remain in regular contact with the referring supervisor regarding work performance issues; (ii) with regard to the management of high-risk situations in which an Employee's personal problems may create a threat of violence in the workplace; and (iii) as appropriate and to the extent authorized by an Employee or permitted by law, on the process required to facilitate an Employee's return to work. In addition, for payment of a Supplemental Fee to be mutually agreed upon, Magellan will provide onsite conflict management consultation in any situation in which two (2) or more Employees experience difficulty in their work relationship. Any advice or recommendations made pursuant to this paragraph is not and shall not be construed as a legal opinion.

6. Orientation. Magellan will provide any reasonably necessary Employee orientations to the EAP upon implementation of EAP services. At Sponsor's option, orientations may be conducted in person at a Sponsor worksite in exchange for an equivalent number of Service Hours (as defined below). All other orientations will be conducted telephonically or via Webinar.

7. Seminars and Related Services. At the request of Sponsor and a minimum of thirty (30) business days' notice, Magellan will attend Sponsor health fairs or open enrollments and/or provide Magellan's standard employee wellness seminars and supervisor training ("Service Hours") at a mutually agreeable time, date, location, and medium (most often at the Sponsor worksite). Two (2) Service Hours are included in the Base Fee per Contract Year. Service Hours in excess of those included in the Base Fee, if any, are available for a Supplemental Fee at the rate indicated on Addendum B. Service Hours do not include non-local travel expenses (*i.e.*, those reasonable expenses in connection with travel in excess of fifty (50) miles or one (1) hour from the office of the Magellan representative to the worksite, charged at Magellan's actual cost), special instructional materials and certain specialized training services, if any. In the event that any service is scheduled and subsequently canceled with less than five (5) business days' notice, Sponsor will be billed or debited as if the scheduled services had been delivered.

8. Critical Incident Response. At the request of Sponsor, Magellan will provide CIR Services to impacted Employees. Up to four (4) hours per incident will be made available to Sponsor at no additional charge for services delivered within the United States. There is no limitation on the number of incidents for which CIR Services may be requested. Unless otherwise agreed by Magellan and Sponsor, CIR Services shall be delivered at a Sponsor worksite. CIR Services in excess of those included in the Base Fee, if any, are available for a Supplemental Fee at the rate indicated on Addendum B. In the event that any CIR session is scheduled and subsequently canceled with less than a minimum notice of seventy-two (72) business hours, Sponsor will be charged a cancellation fee in accordance with Addendum B. CIR Services do not include non-local travel expenses (*i.e.*, those reasonable expenses in connection with travel in excess of fifty (50) miles or one (1) hour from the office of the Magellan representative to the Sponsor worksite, at Magellan's actual cost).

9. Employee Communications Program. Magellan will develop a tailored communication plan to promote the EAP using a selection of standard Magellan promotional materials, the majority of which may be co-branded with Sponsor program name, logo, program phone number and/or member website. Mutually agreeable non-standard or customized Magellan promotional materials may be available to Sponsor at an additional price to be communicated to Sponsor by Magellan prior to utilization of the non-standard or customized communication, based on the level of customization, timing of the communication, and Magellan resource availability. Availability of non-standard or customized Magellan promotional materials is not guaranteed. Sponsor will actively promote the benefits of the EAP to Employees and will seek Magellan's prior review and approval of all employee communications concerning Magellan and/or the Services that are not prepared by Magellan prior to issuing such communications. Sponsor agrees that Magellan's obligation under this section does not include the costs associated with home mailings or notices to Employees or Household Members required by state or federal laws or regulations.

10. Legal Consultation, Financial Wellbeing, and Identity Theft Resolution Services.

(a) Legal Consultation Services ("Legal Consultation Services") consist of an initial telephonic or in-person consultation with a plan attorney located in the Participant's state of domicile for routine legal needs. During the consultation, a plan attorney will explain the Participant's rights, identify options, and, if needed, recommend a course of action, which may include referral to a different plan attorney. The Participant will choose whether to retain a plan attorney at his or her expense or adopt an alternative plan of action. Participants who elect to retain legal counsel from a plan attorney after the initial consultation will be entitled to a reduction in fees of twenty-five percent (25%) or greater based on the type of legal services rendered from the plan attorney's normal hourly rate and/or fee schedule, as applicable. Participants are entitled to one (1) free initial sixty (60) minute office or telephone consultation with a plan attorney per separate legal matter per Contract Year. Legal Consultation Services do not include services (i) in connection with employment-related matters, (ii) in connection with disputes or proceedings involving Magellan, its subsidiaries, affiliates or customers, a Participant's employer, Magellan's legal and/or financial services vendor(s) or any of its attorneys, or (iii) that are frivolous, harassing, or otherwise involve the violation of ethical rules.

(b) Financial Wellbeing. Services (“Financial Wellbeing Services”) include a personalized website with tools, webinars, and content as well as coaching on a variety of financial issues including debt management, basic financial planning and budgeting, insurance, retirement, savings and investments, and family financial issues. Participants are entitled to three (3) free thirty (30) minute telephone coaching sessions per separate financial matter per Contract Year. Financial Wellbeing Services are intended to assist Participants in formulating financial planning strategies and to serve as an information resource and planning tool. Financial consultants will not advise nor instruct Participants as to any course of action, nor be responsible for any decisions made by Participants about their financial planning.

(c) Identity Theft Resolution. Services (“Identity Theft Resolution Services”) include assistance and guidance in correcting credit reports and restoring credit reputations. Participants are entitled to one (1) free sixty (60) minute consultation per separate identity theft incident per Contract Year with a Fraud Resolution Specialist and a free identity theft emergency response kit per incident. Fraud resolution specialists will not advise nor instruct Participants as to any course of action, nor be responsible for any decisions made by Participants about their identity theft resolution.

11. Lifestyle Coaching. Accessible by phone or Magellan Employer Services member website, Magellan Employer Services shall also offer virtual lifestyle coaching, which shall consist of individualized, confidential interactions with trained coaches to help set, define, and reach personal growth goals or make changes to improve Participant quality of life and self-improvement. Examples of issues that may be appropriate for lifestyle coaching include stress, personal improvement, healthy eating, and weight loss. Coaches will work with Participants to determine if their issues are appropriate for coaching, both at the time of initial consultation and throughout the coaching process. Lifestyle coaching is limited to six (6) sessions per goal per year, or less as deemed appropriate given Participant’s goal, and assuming Participant’s cooperation and progress on their goals, and shall be available from 8AM to 4:30 PM Central, at a minimum, excluding holidays.

12. Magellan Digital Mental Wellbeing Platform. Magellan will provide, via Website and mobile application, Sponsor and Participants access to the Magellan Digital Mental Wellbeing Platform, which is an application that provides Participant wellness activities through personalized self-guided tools, content, and videos. The Magellan Digital Mental Wellbeing Platform is designed to help Participants reduce stress, manage depression, control anxiety, increase mindfulness, and much more, through the following key features:

- Interactive, self-paced programs matched to Participant preferences
- Personalized support to help Participants maximize growth
- Access to in-the-moment tools for coping in daily situations
- Participant self-monitoring to track mood, sleep, stress, and goals
- Core focus areas including anxiety, depression, balancing emotions, and trauma
- Evidence-based approaches including mindfulness, cognitive behavioral therapy and positive psychology
- Interactive Participant activities

13. Commencement and Termination of Coverage. The eligibility of an Employee for Services under this Agreement shall commence on the first day of his or her employment by Sponsor (or such other time as specified by Sponsor) on or after the Effective Date. A Household Member shall commence eligibility on the later of the date he or she becomes a Household Member and the date on which the Employee becomes eligible. The eligibility of an Employee for Services under the Agreement shall terminate on the earlier of (i) the last day of the month following the month of his or her termination of employment by Sponsor, or, if Employee is a COBRA beneficiary, the last day of his or her continuation coverage under COBRA or (ii) termination of the Agreement. Household Members shall remain eligible for Services until the eligibility of the Employee related to them ceases or until they cease to be Household Members, whichever occurs first. Notwithstanding, each Participant will be entitled to receive the full number of Sessions identified in Section 3.1 of this Addendum A for an identified problem, as clinically appropriate, if he or she has scheduled an appointment with an EAP Counselor or Virtual Therapy Provider for that problem prior

to the last date of eligibility as specified in this section. Magellan reserves the right to terminate the eligibility of any Participant, without right of reinstatement, for fraud or deception in the use of Services or for knowingly permitting such fraud or deception by another. Any such termination will be effective on the date Magellan mails notice of cancellation, unless the notice specifies a later date. Magellan will not terminate the eligibility of any Participant because of his or her health status or use of the EAP. A Participant does not have the right to renew his or her eligibility for Services under this Agreement once his or her relationship (employment or otherwise) to Sponsor is terminated. A Participant's right to receive Services is determined solely by this Agreement.

14. Exclusions. The EAP services provided hereunder do not include any of the following:

- (a) Evaluations required by any state or federal judicial officer or other governmental official or agency mandating that a Participant undergo counseling;
- (b) Court-mandated counseling and evaluations or recommendations to be used in child custody proceedings, child abuse proceedings, criminal proceedings, workers' compensation proceedings, or any legal actions of any kind;
- (c) Evaluations for fitness for duty determinations or excuses for leaves of absence or time off;
- (d) Medical care, including services for a condition that requires psychiatric treatment (for example, a psychosis);
- (e) Inpatient treatment;
- (f) Services by Providers who are not part of Magellan's EAP Counselor network or contracted as a Virtual Therapy provider;
- (g) Group counseling;
- (h) Sessions that were not accessed through Magellan (either through the toll-free telephone access line or the on-line self-referral service) for the particular Episode of Care;
- (i) Psychological, psychiatric, neurological, educational, or IQ testing;
- (j) Remedial and social skills education services, such as evaluation or treatment of learning disabilities, learning disorders, academic skill disorders, language disorders, mental retardation, motor skill disorders, or communication disorders; behavioral training; cognitive rehabilitation;
- (k) Medication or medication management;
- (l) Examinations and diagnostic services in connection with obtaining employment or a particular employment assignment, admission to or continuing in school, securing any kind of license (including professional licenses), or obtaining any kind of insurance coverage;
- (m) Testimony, creation of records, or other services in connection with legal proceedings;
- (n) Guidance on workplace issues when the Participant sues, or threatens to sue, Sponsor;
- (o) Acupuncture;
- (p) Biofeedback or hypnotherapy; and
- (q) Services to permit individuals to fulfill any group health plan prerequisite that EAP services be utilized prior to behavioral health services becoming available.

15. Choice of Providers. Participants may select an EAP Counselor or Virtual Therapy Provider identified by Magellan telephonically or through the online referral service on Magellan's member website. Magellan has no obligation to provide or arrange for EAP services by any person who is not an EAP Consultant or EAP Counselor or Provider contracted by Magellan or its vendors to provide Virtual Therapy.

16. Financial Responsibility. Participants have no financial responsibility in connection with EAP services provided under this Agreement. However, fees for professional services provided by resources other than Magellan or EAP Counselors or Virtual Therapy Providers, including, but not limited to, the retention of lawyers, financial consultants, dependent care providers, or other professional or service providers, will be the responsibility of the Participant and/or his or her group health plan or other benefit programs, as applicable.

B. Administrative Services

1. Account Management. Magellan will designate a member of its account management staff to act as a liaison to Sponsor and to respond to questions, resolve service delivery issues, facilitate consultation on behavioral health topics and provide advice on the effective use of services. All account management services will be delivered telephonically unless otherwise mutually agreed upon by the parties.

2. Reporting. Magellan will maintain records for each Participant who contacts Magellan for Services. Magellan will offer a comprehensive set of standard reports quarterly. Reports provided by Magellan will include aggregate Sponsor data and will comply with applicable laws regarding confidential information.

C. Limited Liability and Warranties

Magellan warrants that it and its third party vendors will make every effort to ensure the accuracy of the information or the appropriateness of any service or product provided to Participants. Referrals given by Magellan to Participants for elder or child care, legal, identity theft, or financial consultation services or other community services are not endorsements or recommendations for the referred programs or providers. The responsibility for selecting and engaging such providers lies solely with the Participant. Vendors and such other providers are not and shall not be deemed agents of Magellan or Sponsor.

D. Suspension of Services

Magellan reserves the right to suspend or terminate access to Legal Consultation Services, Financial Wellbeing Services, Identity Theft Resolution Services, Lifestyle Coaching, the Magellan Digital Mental Wellbeing Platform, and/or Virtual Therapy upon ninety (90) days' written notice if, in Magellan's judgment, such services cease to be available on commercially reasonable terms. If Magellan elects to suspend or terminate any such services, the remaining provisions of this Agreement will remain in full force and effect, except that Magellan will adjust its Service Fees pro rata to reflect the suspension or termination of these services.

**ADDENDUM B
FEE SCHEDULE**

Base Fee

1-3 Session EAP (including all Services per Addendum A)	\$2,380.00
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Supplemental Fees

Service Hours, in excess of 2 per Contract Year	\$250.00 per hour plus non-local travel costs (per Addendum A)
CIR Services, in excess of 4 hours per incident	\$250.00 per hour plus non-local travel costs (per Addendum A)
CIR Cancellation Fee	\$250.00 per hour