

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “Agreement”) is entered into as of the 1st day of January, 2025 (the “Effective Date”) by and between **MAGELLAN HEALTHCARE, INC.**, a Delaware corporation, with offices at 6303 Cowboys Way, Suite 350, Frisco, TX 75034 (“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. Magellan and Sponsor have previously entered into an agreement effective January 1, 2022, for the provision of employee assistance program services.
4. Magellan and Sponsor have agreed to terminate the aforescribed agreement and to adopt this Agreement in its place.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, 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 Base Population: the Employee Count as of the Effective Date and thereafter, the Employee Count as of any adjustment pursuant to Section 3.4.1.
- 1.3 Contract Anniversary Date: the day following the last day of the initial term or any renewal term of this Agreement.
- 1.4 Contract Year: a one (1) year period commencing on the Effective Date or an anniversary of such Effective Date, as applicable.
- 1.5 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.
- 1.6 Employee Count: the number of Employees eligible for Services at any point in time.
- 1.7 Household Member: an individual who either a) permanently, physically resides in the household of an Employee or b) is a dependent of an Employee.
- 1.8 Participant: an Employee or a Household Member.

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1.9 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.

1.10 Services: the services described in Addendum A

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

2. SERVICES

Magellan will provide the Services to Sponsor and its Employees and Household Members within the United States (including Puerto Rico) as set forth in the Statement of Work, attached as Addendum A and incorporated herein by reference.

3. SERVICE FEES

3.1 Payment Obligation. As consideration for the Services to be performed by Magellan under this Agreement, Sponsor agrees to pay Magellan on a timely basis all amounts due including, without limitation, the Base Fee and all applicable Supplemental Fees described in the Fee Schedule, attached as Addendum B and incorporated herein by reference (collectively, the “Service Fees”). Sponsor shall pay interest at the lesser of one percent (1.0%) per month or the maximum rate allowed under applicable law on all undisputed amounts not paid when due. In addition, Sponsor shall reimburse Magellan for any costs Magellan incurs, including, without limitation, reasonable attorneys’ fees, with respect to the collection of any late payment of Service Fees.

3.2 Determination of Payment Amounts. The annual Base Fee will be due in advance within thirty (30) days of receipt of invoice from Magellan. 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. 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 a Base Population of 35 Employees over the term of the Agreement. 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. Except as set forth in this Section 3.4, Magellan guarantees the Service Fees under this Agreement for a period of three (3) years.

3.4.1 Adjustment for Regulatory Change. In the event of any change in state or federal regulation or law that could materially affect the cost or expense of providing the Services under this Agreement, Sponsor and Magellan will, upon written notice by either to the other, renegotiate the component(s) of the Service Fees affected by such regulation or law.

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 and Renewal. The term of this Agreement shall be for a period of three (3) years, extending from January 1, 2025, through December 31, 2027, unless terminated sooner in accordance with Section 4.2.

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 made aware 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 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., Training Hours, CIR Services), deliver 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 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.

4.3.3 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

Sponsor agrees to cooperate with Magellan to facilitate Magellan's performance of the Services by furnishing, or causing to be furnished, accurate information, including without limitation, Employee Counts, on a timely basis in a form and manner reasonably specified by Magellan. Magellan shall not be responsible for any delay or failure in the performance of its duties under this Agreement to the extent that such delay or failure arises from the failure of Sponsor to provide Magellan any such information on a timely basis.

6. CONFIDENTIAL AND PROPRIETARY INFORMATION

6.1 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 agree to hold Proprietary Information in confidence and use the same care to protect the other party's Proprietary Information as it does its own such information, and in no event less than reasonable care. The parties agree to only share such Proprietary Information with individuals or entities with a business need to know such information to carry out the Agreement or business operations related thereto, and that any such individual or entity will be held to terms and conditions regarding proprietary information at least as restrictive as this Agreement, and that the party will ultimately be responsible for any breach of these terms and conditions as though the party had itself breached the terms and conditions. The parties agree that Proprietary Information will be used for no other purpose than those contemplated in this Agreement. 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. If 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, to the extent legally permissible, 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. The parties further agree that a violation of the terms and conditions in this paragraph may cause irreparable harm that may not be adequately compensated by a judgment for damages or be hard to reasonably calculate, and thus the non-violating party is entitled to seek injunctive relief to enforce the provisions hereof without any requirement to post bond and in addition to any other available legal remedies the party may have.

6.2 Participant Information. Magellan and Sponsor agree to comply with all applicable state and federal laws and regulations related to the privacy of personal information and individually identifiable health information.

7. COMPLIANCE WITH LAWS

7.1 General. Each party shall, at its own expense, comply with all applicable laws and regulations relating to its duties, obligations, and performance under this Agreement. Magellan shall obtain and maintain, at its sole expense, all licenses and permits necessary for it to perform the Services.

7.2 Compliance with Anti-Discrimination Laws. Magellan will not discriminate against any Participant or employee 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 and will comply with all applicable state and federal statutes, Executive Orders and regulations relating to nondiscrimination in employment and delivery of Services.

8. INSURANCE AND INDEMNIFICATION

8.1 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 in full force and effect during the term of this Agreement the following insurance coverages: (a) commercial general liability insurance with limits of liability of no less than \$1,000,000 per claim 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.

8.2 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) to the extent 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.

8.3 Special EAP Indemnification Provisions for Mandatory Referrals (as later defined), if applicable. If at any time Sponsor requires that any Employee receive Mandatory Referral EAP services, as a condition of employment, Sponsor shall assume the risk of liability for and indemnify, defend, protect, and save harmless Magellan, its officers, directors, employees, and Providers from and against any and all claims, damages, liabilities, losses, and expenses (including reasonable attorneys’ fees) for all injury, including death, to any person or persons whomsoever and damages to any property whatsoever arising out of any and all adverse employment actions of Sponsor relating to such Employees, provided that, in no event shall the indemnity obligation of this section apply to that portion of any liability, settlement or related expense caused by the acts or omissions of Magellan, its officers, directors, employees or agents.

8.4 Conditions of Indemnification. 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.

9. INDEPENDENT RELATIONSHIP

9.1 Magellan and Sponsor. Magellan and Sponsor agree that they are independent contractors and are not responsible for the acts or omissions of the other. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any joint venture, partnership, or any other relationship between Magellan and Sponsor other than that of independent entities contracting with each other solely for the purposes of this Agreement. Neither Magellan nor Sponsor, nor any of their respective employees or agents, shall be construed to be an agent, employee, or representative of the other.

9.2 Magellan and Providers. Magellan and Sponsor agree that Magellan and all Providers are independent contractors with respect to the Services performed under this Agreement and, except as otherwise specifically provided in this Agreement, no Provider is the agent of Magellan or Sponsor nor is any Provider authorized to act on behalf of Magellan or Sponsor in any manner, and all such Providers shall be solely responsible for their assessments and treatment decisions, and for compliance with applicable state and federal laws and regulations related to the privacy of personal information and individually identifiable health information..

10. MISCELLANEOUS

10.1 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. The parties acknowledge and agree that there are no third-party beneficiaries to this Agreement.

10.2 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 any approval of any applicable regulatory authority if required by applicable law or regulation. Magellan may not increase the Base Fee nor decrease the level of Services during the term of the Agreement except (i) upon the written agreement of Sponsor or (ii) as provided in the Agreement.

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

10.4 Notices. Unless otherwise provided in this Agreement, all notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given if given by e-mail to contractnotices@magellanhealth.com or by registered, certified or express mail, or reputable overnight courier service with receipt confirmed as follows:

To Magellan: Magellan Healthcare, Inc.
6303 Cowboys Way, Suite 350
Frisco, TX 75034
Attention: Employer Legal Notices

With a copy to: Magellan Healthcare, Inc.
8621 Robert Fulton Drive
Columbia, MD 21046

Attention: Legal Department

To Sponsor: East County Fire & Rescue
600 NE 267th Avenue
Camas, WA 98607
Attention: Account Assistant/Board Secretary

From time to time, either party may designate a different name or address for purposes of notice.

10.5 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.

10.6 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.

10.7 Force Majeure. 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; any act of duly constituted governmental authority; flood; fire; riot; civil disturbance; act of terrorism; war; act of God; regulatory requirement or judicial decree; or any other circumstance beyond its control and without its fault or negligence. If either party becomes aware of any such factor that would cause a delay or failure in performance, it shall promptly notify the other party of the existence of such factor and probable length of continuation thereof.

10.8 Entire Agreement. This Agreement, together with all Addenda and Exhibit 1, constitutes the entire agreement between Sponsor and Magellan and supersedes all prior written or oral agreements or understandings related to the subject matter hereof. No promises, terms, conditions, or obligations other than those contained herein shall be valid or binding. Any prior agreements, statements, promises, negotiations, inducements, or representations, either oral or written made by either party or agent regarding the subject matter herein that are not contained or otherwise ratified in this Agreement are of no force and effect. 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.

10.9 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.

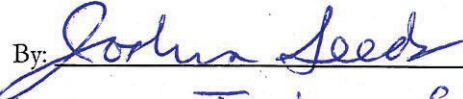
By: 

Printed Name: Sara Pierce

Title: Senior Vice President, Employer Markets

Date: 1/2/2025

EAST COUNTY FIRE & RESCUE

By: 

Printed Name: Joshua Seeds

Title: Board Chair

Date: 12/17/2024

**ADDENDUM A
STATEMENT OF WORK**

1. Definitions

1.1 Brief Counseling: confidential, voluntary, and solution-focused form of individual or family outpatient counseling that (a) identifies and addresses a wide range of health, financial, and social issues that affect well-being (e.g., grief, balancing work and family life, stress management, mental and/or substance use issues); (b) emphasizes counselee skills, strengths, and resources; (c) involves setting and maintaining realistic goals that are achievable in a one (1) to six (6) month period; and (d) encourages counselees to practice behavior outside the counseling session to promote achievement of goals.

1.2 Crisis Consultation: the process of responding to a request for immediate services 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 Consultation includes communication with the person in crisis that is focused on assessing defusing the person's severe emotional reaction to a situation 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 Provider under contract with Magellan to provide EAP services, who has training and experience in assessing substance abuse problems and in conducting focused, problem-resolution counseling, and at least a master's level degree in an appropriate field.

1.6 Employee Assistance Program ("EAP"): a systematic program to help individuals resolve personal problems, such as family conflict, stress, and drug or alcohol abuse, and 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.

1.7 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 2.2 of this Addendum A.

1.8 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.

1.9 Mandatory Referral: a referral by a manager or other Sponsor designee of an Employee to Magellan for EAP services typically in response to a violation of behavioral, performance, attendance, or substance use policies in the workplace whereby the Employee must complete Services and any recommendations made by Magellan, whether voluntarily or involuntarily, as a condition of continued employment or to avoid adverse employment actions. For such Employees, Magellan will remain in regular contact with the referring Sponsor personnel and report compliance or noncompliance of the referral appointments and recommendations for a period of Sessions not to exceed those available in this Agreement. Any reporting of Employee compliance or

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noncompliance to Sponsor personnel shall be conditioned on Employee's authorization to disclose such information in a format provided by and acceptable to Magellan. As part of any Mandatory Referral of an Employee due to substance use concerns, Sponsor will be given the option of having the Employee participate in Magellan's telephonic support program. The Employee will be transitioned to the telephonic support following completion of the Sessions included in the Mandatory Referral and any referrals or recommendations related thereto or arising therefrom. The Employee will then participate in monthly calls, with purpose of the calls to provide additional support and resources as needed. The Magellan telephonic support specialist will continue to provide compliance updates to the Sponsor contact. Nothing in this paragraph will obligate Magellan to perform evaluations for fitness-for-duty or return-to-work evaluations and any advice given as a part of the Mandatory Referral is not to be construed as legal advice.

1.10 Session: an In-person Session or Virtual Therapy counseling session, available to Participants per Section 2.2 at the per problem per year limit prescribed therein.

1.11 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. Description of EAP Services

2.1 Magellan Web Site. Magellan will provide Participants with access to its Web site, which includes information on wellbeing subjects, general health and workplace topics for organizations, self-improvement programs and self-assessment tools, a directory of EAP Counselors, a discount center allowing Participant access to a variety of discounted services (the customization of which may be subject to an additional fee), and a link to other services provided by this Agreement.

2.2 Personal Consultation 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 Consultation. Magellan will provide each Participant who requests In-Person Sessions or Virtual Therapy available and appropriate resources and direction on how to initiate such services. Sessions will be available by appointment at the offices of EAP Counselors nationwide based on EAP Counselor availability for In-person Sessions or via the appropriate platform for Virtual Therapy. The EAP Counselor or Virtual Therapy Provider will assess the Participant's concerns 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 or EAP resource. Each Participant is eligible for up to six (6) Sessions per concern per year, as clinically appropriate. As applicable, Participants will have access to EAP services through voluntary referral and Mandatory Referral.

2.3 Management Consultation. Upon request, Magellan will provide telephonic consultation services (i) to any supervisor or manager needing guidance on workforce concerns within the scope of EAP, (ii) to any supervisor or manager who is considering the referral of an Employee to the EAP, and in the case of a Mandatory Referral, remain in regular contact with the referring supervisor or manager; and (iii) with regard to the management of situations in which an Employee may create a threat of violence or disruption in the workplace or potential harm to self or others. Any advice or recommendations made pursuant to this

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paragraph is not and shall not be construed as a legal opinion and is not intended to contradict or supplement Sponsor's policies and procedures.

2.4 Employee Communications Program. Magellan will provide Sponsor with a selection of available communication materials in various formats (e.g. flyers, posters, newsletters, etc.) that Sponsor may use to promote the EAP and educate Participants about the Services. Any such materials may be co-branded with Sponsor's logo (as agreed by the parties) and program contact information including the Web site and phone number. Magellan may be able to provide additional materials or customization, such as a home mailing, for a mutually agreeable additional cost, as available. Sponsor 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.

2.5 Training Hours. At the request of Sponsor and a minimum of twenty-five (25) business days' notice, Magellan and/or its vendor partners will provide standard employee wellness seminars and supervisor or employee trainings ("Training Hours") for a Supplemental Fee at the rate set forth on Addendum B. Training 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) and special instructional materials, 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. Unless otherwise agreed by Magellan and Sponsor, all Training Hours shall be delivered in-person at a Sponsor worksite. In the event the audience for a Training Hour, either in-person or virtually as the parties may agree, has over one hundred (100) attendees, the parties agree Magellan may require additional resources to facilitate such an audience and the parties will mutually agree on any additional costs or resources necessary from Sponsor to do so.

Magellan's external vendors may also offer additional options for topics that Training Hours may be used for; in such an event, these trainings will be listed in Magellan's training guide and subject to availability. Magellan will inform Sponsor of the additional costs of any such Training Hours in the event additional cost is necessary to utilize such a training in advance of scheduling these options.

While availability of recordings or agreement to allow recording of a seminar or training is not guaranteed and is subject on a case-by-case basis to Magellan's sole discretion (to be provided promptly upon Sponsor request to record or provide a recording of a Training Hour), in the event Magellan agrees to allow Sponsor to record or receive a recording of a training and thereby grants a license to such training and related material, the following terms and conditions shall apply without need for individual licensure:

- Any such license will be effective from the date of recording for the sooner of one (1) calendar year from the date of recording or the date of termination of this Agreement. Such period may be extended as mutually agreed and Magellan reserves the right to terminate such licensure for a particular recording or recordings if the content therein no longer represents Magellan or clinical best practices or becomes outdated in Magellan's sole determination.
- Sponsor recognizes that Magellan's training program is unique, robust, and proprietary and agrees to protect the proprietary nature of Magellan's ownership interests therein, none of which are transferred or conveyed by purpose of the licensure.
- Sponsor agrees to treat any such recording or its related materials as Proprietary Information subject to this Agreement.
- Sponsor agrees to use the recordings and materials solely for the purpose of conducting training of or making the presentations available to Sponsor Employees and/or management personnel during the license period.

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- Sponsor agrees to refrain copying the materials and disclosing, distributing, or broadcasting externally the presentation, recordings, and materials except as required in order for Sponsor personnel to organize training for or make the presentation or recording available to employees and staff or to make such recordings and materials available for later review by its Employees and/or management. At any rate, any posting or publication of the presentation or materials shall be on internal-only platforms and locations over which Sponsor has control that are not publicly accessible.
- Sponsor agrees to refrain from editing the recordings or making any changes whatsoever to the materials without first consulting Magellan.
- Sponsor agrees to, within five business days following request by Magellan or at the end of the license period, cease using the licensed material and use commercially reasonable efforts to, if applicable, return or destroy all print materials, recordings, and other tangible or electronic materials.

2.6 Critical Incident Response. At the request of Sponsor, Magellan will provide CIR Services to impacted Employees to counter the emotional distress caused by catastrophic or traumatic events and to foster sharing of reactions, normalizing of reactions, and education on appropriate coping strategies for a Supplemental Fee at the rate set forth on Addendum B. CIR Services do not include the costs of non-local travel (*i.e.*, travel in excess of fifty (50) miles or one (1) hour from the office of the Magellan representative to the Sponsor worksite). In the event that any CIR session is scheduled and subsequently canceled or changed with less than a minimum notice of seventy-two (72) hours, Sponsor will be billed or debited as if the scheduled services had been delivered. Unless otherwise agreed by Magellan and Sponsor, CIR Services will be delivered in-person at a Sponsor worksite.

2.7 Run-Off Services. For a period of thirty (30) days following termination of this Agreement, Magellan agrees to 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. No new registrations for Sessions will be allowed following the effective date of the termination, nor will any Sessions beyond thirty (30) days be subject to or covered by this Agreement. Any open Mandatory Referrals will be transitioned to a successor vendor or other provider as directed by Sponsor on a case by case basis.

2.8 DOT/SAP Services. Magellan will maintain a network of qualified Substance Abuse Professionals (“SAP”), as such term is defined by U.S. Department of Transportation regulations set forth at 49 CFR Part 40, Subpart O. Upon referral from Sponsor of an Employee with a report of substance abuse whose job is safety-sensitive or otherwise subject to DOT regulations, Magellan will refer the Employee to a SAP for appropriate assessment and evaluation of the Employee’s use of drugs and/or alcohol. The results of the assessment and any education, treatment, follow-up testing, and after-care recommendations will be reported to Sponsor by the SAP in accordance with established procedures, which at all times shall comply with applicable DOT regulations. DOT/SAP Services are available for the Supplemental Fee in Addendum B.

2.9 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.

2.10 Coaching. Accessible by phone or Magellan member website, Magellan shall also offer virtual 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 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. Coaching is limited to six (6)

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sessions per year, or less as deemed appropriate given Participant's goal, and assuming Participant's cooperation and progress on their goals.

2.11 Digital Emotional Wellbeing Platform. Magellan will provide, via Website and mobile application, Sponsor and Participants access to the Digital Emotional Wellbeing Platform, which is an application that provides Participant wellness activities through personalized self-guided tools, content, and videos. The Digital Emotional 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

3. **Limitations, Exceptions and Exclusions**

3.1 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.

3.2 Liability of Participants for Payment. No individual Participant shall be obligated in any way to pay Magellan or EAP Counselors or Virtual Therapy Providers for EAP services rendered by Magellan or EAP Counselors or Virtual Therapy Providers during the term of this Agreement, including the payment of premium, deductibles, copayments, or co-insurance. Every contract between Magellan and its EAP Counselors, or between Magellan and/or its vendor's contracts with Virtual Therapy Providers, states that in the event that Magellan fails to pay an EAP Counselor or Virtual Therapy Provider, Participants shall not be liable to that EAP Counselor or Virtual Therapy Provider for any sums owed by Magellan. However, if a Participant chooses to receive EAP services from a provider other than an EAP Counselor or contracted Virtual Therapy Provider and/or without first calling Magellan to request services for a particular Episode of Care, Magellan will not pay the provider for services rendered to the Participant, and the Participant may be liable to the provider for the cost of services.

3.3 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;

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- (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 intellectual or developmental disabilities, learning disorders, academic skill disorders, language disorders, 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;
- (q) Trainings or materials or communications about topics outside the scope of EAP services as determined by Magellan;
- (r) On-going services related to CIR Services or CIR Services not tied to a seminal, identified event; and
- (s) Services to permit individuals to fulfill any group health plan prerequisite that EAP services be utilized prior to behavioral health services becoming available.

4. Participant Coverage

4.1 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 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 the last day of the month following the month of his or her employment by Sponsor or 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. Magellan reserves the right to terminate the eligibility of any Participant, without right of reinstatement, for abuse, misuse, fraud, or deception in the use of Services or for knowingly permitting such abuse, misuse, fraud, or deception by another. Magellan will notify any such Participant of any such termination. Magellan will not terminate the eligibility of any Participant because of his or her health status or use of the EAP except as provided herein.

4.2 Individual Continuation of Eligibility. An individual 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 such Services is determined solely by this Agreement.

5. Work/Life Services

Magellan will provide, or arrange for a third party to provide, telephone consultation, access to an expanded on-line library of information and tools, and referral services in connection with child care, elder care, parenting issues, children with special needs, schooling and education, teen and young adult issues and adoption assistance, as well as personal convenience services such as pet care, relocation assistance, home or auto repair and improvement, and similar services ("Work/Life Services"). Participants may access Work/Life Services by telephoning the assigned Magellan toll-free telephone number. Work/Life Services are available twenty-

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four (24) hours per day, seven (7) days per week. When a Participant requests a referral for childcare or elder care, a consultant will gather information about the Participant's dependent care needs and send the Participant a packet of educational materials and/or to the extent available, a list of licensed, certified or registered dependent care providers with confirmed vacancies matching the Participant's expressed needs. In all cases, the information about, and description of, a particular information agency, resource organization, placement agency, or direct childcare or elder care service provider has been provided by the agency, organization, or direct childcare or elder care service provider.

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

6.1 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. 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. 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, estate planning document fees, and/or fee schedule, as applicable. 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.

6.2 Financial Wellbeing. Services ("Financial Wellbeing Services") include a personalized website with tools, on-demand learning videos, and self-help 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 (including federal and state tax issues) per Contract Year. Participants will have access to two live financial education webinars per month on a variety of topics. 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.

6.3 Identity Theft Resolution. Services ("Identity Theft Resolution Services") include assistance and guidance in expediting recovery from identity theft, 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 specific course of action, nor be responsible for any decisions made by Participants about their identity theft resolution.

7. 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 childcare, 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.

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8. Suspension of Services

Magellan reserves the right to suspend or terminate access to Legal Consultation Services, Financial Wellbeing Services, Identity Theft Resolution Services, Work/Life Services, Coaching, the Participant discount center, the Digital Emotional 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

1-6 Session EAP \$6,000.00

Supplemental Fees

Training Hours \$325.00 per hour plus non-local travel expenses and special instructional materials, if any

CIR Services \$325.00 per CIR provider per hour plus non-local travel expenses, if any

CIR Cancellation Fee \$325.00 per scheduled hour

DOT/SAP Services \$750.00 per case