

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

This Employee Assistance Program Services Agreement (hereinafter, the "Services Agreement") is made and entered into by and between Aetna Behavioral Health, LLC on behalf of itself and its affiliates (hereinafter "Company"), and Nassau County Board of County Commissioners (hereinafter "Customer").

WHEREAS, Customer has established an employee assistance program ("EAP") for certain eligible individuals; and

WHEREAS, Customer also desires to engage the services of Company to provide EAP services and WorkLife and other additional EAP services which are defined in this Agreement (the "Services"),

THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the parties hereby enter into this Services Agreement. This Services Agreement includes and incorporates by reference the attached **General Conditions Addendum, Description of EAP Services Addendum, Description of Work/Life Services Addendum, Service and Fee Schedule**, and the Business Associate Agreement entered into between Aetna Behavioral Health, LLC, on behalf of itself and its affiliates and Customer, as may be amended from time to time, and is referred to herein as the "Business Associate Agreement".

Customer hereby elects to receive the Services set forth in the **Service and Fee Schedule** attached hereto and made a part hereof. The corresponding Service Fees are specified in the **Service and Fee Schedule**, which shall be amended for future periods, in accordance with Section 3 of the **General Conditions Addendum**, to reflect the Services elected and corresponding Service Fees for such periods.

This Services Agreement (including incorporated addendums) constitutes the complete and exclusive contract between the parties and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. Notwithstanding Section 3 of the **General Conditions Addendum**, no modification or amendment of this Services Agreement shall be valid unless contained in a writing signed by a duly authorized representative of Company and a duly authorized representative of Customer. By executing this Services Agreement, Customer acknowledges and agrees that it has reviewed all terms and conditions incorporated into this Services Agreement and intends to be legally bound by the same.

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The initial term of this Services Agreement shall be from 10/01/2014 through 09/30/2017.

IN WITNESS WHEREOF, the parties hereto have caused this Services Agreement to be executed by their duly authorized representatives.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

AETNA BEHAVIORAL HEALTH, LLC

Signed By:

Signed By:

SEE BELOW

Printed Name:

Title:

Date:

Printed Name: Hyong Un, M.D.

Title: Head of EAP and Chief Psychiatric Officer

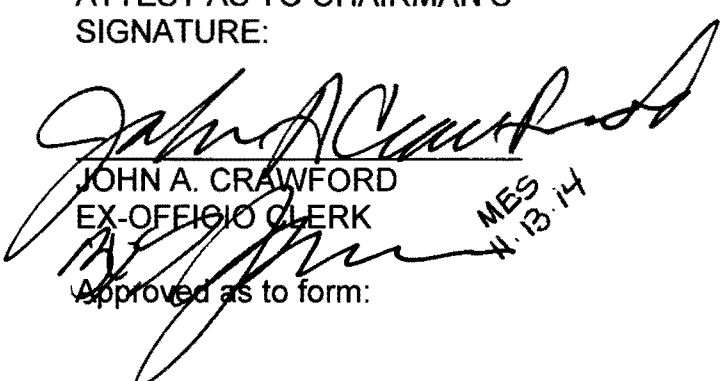
Date: 12.04.14

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**


BARRY V. HOLLOWAY
CHAIRMAN

DATE: 11-10-14

ATTEST AS TO CHAIRMAN'S SIGNATURE:


JOHN A. CRAWFORD
EX-OFFICIO CLERK

Approved as to form:

MES
11.13.14


Mollie M. Garrett, Esq.

Attorney

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GENERAL CONDITIONS ADDENDUM

Definitions: In this General Conditions Addendum and in all attachments to this Services Agreement:

- (A) "Employee" means any person eligible to receive Services under this Services Agreement by virtue of being a current employee of Customer, and not designated a temporary employee, and employees of subsidiaries and affiliates of Customer who are reported by Customer, in writing, to Company for inclusion in this Services Agreement.
- (B) "Dependent" means the eligible family members, including domestic partners, household members, and dependents (including adult children up to age 26) of an Employee eligible to receive Services under this Services Agreement as a dependent of an Employee.
- (C) If Applicable, the term "EAP Behavioral Health Professional" may mean EAP Network Provider or EAP Staff Clinician.
- (D) If applicable, the term "EAP Network Providers" shall mean licensed behavioral health professionals, who meet all Company credentialing standards, and who are contracted by Company, as independent contractors, to provide counseling to Members.
- (E) If applicable, the term "EAP Staff Clinicians" shall mean behavioral health professionals who are licensed in the State in which they practice and who are employed by Company to provide clinical services to Members. EAP Staff Clinicians may be part of Company's EAP call center and may provide telephonic clinical services. If applicable, EAP Staff Clinicians may be located at the Customer site and provide counseling at the Customer's location.
- (F) "Members" means Employees and Dependents eligible for Services.
- (G) "Payment Due Date" shall mean the date that payment is required as set forth on the Customer's invoice. Payment Due Date will be 45 days from the invoice generation date for the invoice month(s). Payment is to be made in a form and manner as reasonably determined by Company.
- (H) The term "Service Fees" shall have the meaning set forth in Section 3 of this General Conditions Addendum.
- (I) The term "Services" shall have the meaning set forth in Section 1 of this General Conditions Addendum.

The following are the terms and conditions under which Company agrees to perform Services for Customer:

1. **Purpose.** Customer will purchase and Company will provide to Customer the Services designated in this Services Agreement and such other services Customer requests of Company and Company agrees in writing to perform, as described in the **Service and Fee Schedule** and the **Description of Services Addenda** (the "Services").
2. **Term.** The initial term of this Services Agreement shall commence on the Effective Date and shall continue to the third anniversary of the Effective Date, unless terminated by either party in accordance with Section 4 of this **General Conditions Addendum**. Following the initial term, this Services Agreement shall be automatically renewed from year to year, unless terminated by either party in accordance with Section 4 of this General Conditions Addendum.
3. **Service Fees; Renewals.** The Service Fees payable by Customer to Company for the Services shall be determined in accordance with the **Service and Fee Schedule**. No Services other than those identified in the **Service and Fee Schedule** are included in the Service Fees. Both the Services to be provided by Company and the Service Fees may be amended by Company in accordance with the terms and conditions of the **Service and Fee Schedule**.
4. **Termination.** This Services Agreement may be terminated by Company or the Customer as follows:
 - (A) **Legal Prohibition** - If any state or other jurisdiction enacts a law which prohibits the continuance of this Services Agreement, or an existing law is interpreted to prohibit the continuance of this Services Agreement, this Services Agreement shall terminate automatically as to such state or jurisdiction on the effective date of such law or interpretation;

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provided, however, that if only a portion of this Services Agreement is prohibited by such law, only that portion of this Services Agreement shall be affected, and this Services Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

- (B) **Customer Termination** - Customer may terminate this Services Agreement with respect to all Employees (including their Dependents) or any group of Employees included under this Services Agreement or any subsidiary or affiliate of Customer that is covered under this Services Agreement by giving Company at least thirty-one (31) days written notice stating when, after the date of such notice, such termination shall become effective.
- (C) **Company Termination** -
 - (1) Company may terminate this Services Agreement by giving to Customer at least thirty-one (31) days written notice stating when, after the date of such notice, such termination shall become effective.
 - (2) Company may terminate this Services Agreement within ninety (90) days of transmitting notice to Customer by mail, facsimile transmission or other means of communication (including electronic mail) if (a) Customer fails to pay Service Fees by the Payment Due Date, (b) Customer fails to provide current Employee counts to Company by each Payment Due Date, (c) Company determines that Customer will not meet its obligation to pay such Service Fees and/or provide current Employee counts by the Payment Due Date, and/or (d) Company determines that Customer is in material default, or substantial breach, of one or more of its obligations under this Services Agreement.
 - (3) Any acceptance by Company of funds or Service Fees described in paragraph 3 above, shall not constitute a waiver of Company's right to terminate this Services Agreement in accordance with this section with respect to any other failure of Customer to meet its obligations hereunder.

5. Customer's Responsibilities.

- (A) **Employee Count** - Where applicable, and on or before the Effective Date, Customer shall furnish to Company a listing of Employees (by zip code of each Employee's place of residence). Thereafter, Customer shall supply to Company, on a monthly basis by the Payment Due Date, current Employee counts in a form and manner as reasonably determined by Company. Company shall not be responsible in any manner for any delay or error in the provision of Services caused by the Customer's failure to furnish accurate Employee counts in a timely fashion. If Customer fails to provide current Employee counts with payment by the Payment Due Date, all Employee counts will be updated and reflected in the next billing and payment cycle. Company will not process Employee counts retroactively nor will Company perform any retroactive fee adjustments due to Customer submitting inaccurate Employee counts.
 - (B) **Fiduciary Duty** - It is understood and agreed that the Customer, as Plan Administrator, retains complete authority and responsibility for their employee health benefits plan (the "Plan"), its operations, and the benefits provided there under, including EAP (if applicable) and that Company is empowered to act on behalf of Customer in connection with the Plan only to the extent expressly stated in this Services Agreement or as agreed to in writing by Company and Customer.
 - (C) **Summary Plan Description (SPD)** - If Customer's EAP is part of the Plan, Customer shall provide Company with all Plan documents at least thirty (30) days prior to the Effective Date or such other date mutually agreed upon by the parties. Absent the Customer providing Company with an SPD, Company shall automatically apply its internal policies and procedures to all EAP plans, including but not limited to internal appeals and external review, as applicable. Company does not review Customer's SPD for compliance with applicable law.
6. **Services.** Company shall perform the Services set forth in the **Service and Fee Schedule** and the **Description of Services Addenda**. Customer acknowledges that Company may utilize the services of external contractors in performing these Services. Company and Customer will discharge their obligations under this Services Agreement with that level of reasonable care which a similarly situated EAP Services provider or Plan Administrator under ERISA would exercise under similar circumstances.

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7. **Records.** Customer acknowledges and agrees that Company or its affiliates or authorized agents shall have the right to use all documents, records, reports, and data, including data recorded in Company's data processing systems ("Documentation"), subject to compliance with privacy laws and regulations, including without limitation regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996. All Documentation is stored in Company's data warehouses, and may be de-identified as to Members and Customer identity for purposes other than administration of EAP Services, at Company's discretion. Customer is not compensated for any use of de-identified Documentation maintained in Company's data warehouse.

8. **Indemnification.**

(A) Company shall indemnify and hold harmless Customer, its directors, officers, employees (acting in the course of their employment, but not as Members) for that portion of any third party loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorneys' fees) caused solely and directly by Company's willful misconduct, criminal conduct, breach of this Services Agreement, fraud, breach of fiduciary responsibility, or failure to comply with Section 6 above, related to or arising out of the Services provided under this Services Agreement.

(B) Except as provided in (A) above, Customer shall indemnify and hold harmless Company, its affiliates and their respective directors, officers, and employees for that portion of any third party loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorney's fees): (i) which was caused solely and directly by Customer's willful misconduct, criminal conduct, breach of this Services Agreement, fraud, breach of fiduciary responsibility, or failure to comply with Section 6 above, related to or arising out of this Services Agreement or Customer's role as employer; (ii) resulting from taxes, assessments and penalties incurred by Company by reason of Services performed hereunder, and any interest thereon, provided that Customer shall not be required to pay any net income, franchise or other tax, however designated, based upon or measured by Company's net income, receipts, capital or net worth, (iii) in connection with the release or transfer of Member-identifiable information to Customer or a third party designated by Customer, or the use or further disclosure of such information by Customer or such third party; or (iv) resulting from or arising out of claims, demands or lawsuits brought against Company in connection with Services provided under this Services Agreement.

(C) The party seeking indemnification under (A) or (B) above must notify the indemnifying party within 20 days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.

The indemnifying party may then take steps to be joined as a party to such proceeding, and the party seeking indemnification shall not oppose any such joinder. Whether or not such joinder takes place, the indemnifying party shall provide the defense with respect to claims to which this Section applies and in doing so shall have the right to control the defense and settlement with respect to such claims.

The party seeking indemnification may assume responsibility for the direction of its own defense at any time, including the right to settle or compromise any claim against it without the consent of the indemnifying party, provided that in doing so it shall be deemed to have waived its right to indemnification except in cases where the indemnifying party has declined to defend against the claim.

(D) Customer and Company agree that, except for counseling services provided by EAP Staff Clinicians: (i) Company does not render medical services or treatments to Members; (ii) neither Customer nor Company is responsible for the health care that is delivered by EAP Network Providers; (iii) EAP Network Providers are solely responsible for the health care they deliver to Members; (iv) EAP Network Providers are not the agents or employees of Customer or Company; and (v) the indemnification obligations of (A) or (B) above do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of EAP Network Providers with respect to Members.

(E) The indemnification obligations under (A) above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by Company's act or omission undertaken at the direction of Customer (other than Services described in this Services Agreement). The indemnification obligations under (B) above shall not apply to that

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portion of any loss, liability, damage, expense, settlement, cost or obligation undertaken by Customer at the direction of Company.

(F) The indemnification obligations under this Section 8 shall terminate upon the expiration of this Services Agreement, except as to any matter concerning which a claim has been asserted by notice to the other party at the time of such expiration or within two (2) years thereafter.

9. **Remedies.** Other than in an action between the parties for third party indemnification, neither party shall be liable to the other for any consequential, incidental or punitive damages whatsoever.

10. **Binding Arbitration of Certain Disputes.** Any controversy or claim arising out of or relating to this Services Agreement or the breach, termination, or validity thereof, except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration in Hartford, CT administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator in accordance with the AAA's Commercial Arbitration Rules ("Rules"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration. Fourteen (14) calendar days before the hearing, the parties will exchange and provide to the arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) premarked copies of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted. The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages.

11. Confidentiality.

(A) **Business Confidential Information** - Each party acknowledges that performance of this Services Agreement may involve access to and disclosure of Customer and Company identifiable business proprietary data, rates, procedures, materials, lists, systems and information of the other (collectively "Business Confidential Information"). No Business Confidential Information shall be disclosed to any third party other than a party's representatives who have a need to know such Information in relation to administration of the EAP Services, and provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such information must be maintained in strict confidence. Customer agrees that Company may make lawful references to Customer in its marketing activities and in informing health care providers (including EAP Network Providers) as to the organizations and plans for which Services are to be provided.

(B) **Company Confidential Information** - Any information with respect to Company or any of its affiliate's fees or specific rates of payment to health care providers (including EAP Network Providers) and any information which may allow determination of such fees or rates any of the terms and provisions of the health care provider's agreement (including EAP Network Providers) with Company or its affiliates are deemed to be Company Confidential Information. No disclosure of any such information may be made or permitted to Customer or to any third party whatsoever, including, but not limited to, any broker, consultant, auditor, reviewer, administrator or agent unless (i) Company has consented in writing to such disclosure and (ii) each such recipient has executed a confidentiality agreement in form satisfactory to Company's counsel.

(C) **Member Confidential Information** - In addition, each party will maintain the confidentiality of medical records and confidential Member-identifiable patient information ("Member Confidential Information"), and in accordance with the terms of the Health Insurance Portability and Accountability Act (HIPAA) Addendum to this Services Agreement.

(D) **Upon Termination** - Upon termination of this Services Agreement, each party, upon the request of the other, will return or destroy all copies of all of the other's Confidential Information in its possession or control except to the extent such Confidential Information must be retained pursuant to applicable law, to the extent such Confidential Information cannot be disaggregated from the Company's databases, or except as otherwise provided under the Health Insurance Portability and Accountability Act (HIPAA) Addendum, provided, however, that Company may retain copies of any such

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Confidential Information it deems necessary for the defense of litigation concerning the Services it provided under this Services Agreement.

(E) Customer and Company acknowledge that compliance with the provisions of the foregoing paragraphs are necessary to protect the business and good will of each party and its affiliates and that any actual or potential breach will irreparably cause damage to each party or its affiliates for which money damages may not be adequate. Customer and Company therefore agree that if a party or party's representatives breach or attempt to breach paragraphs (A) through (D) hereof, the other party will not oppose such party's request for temporary, preliminary and permanent equitable relief, without bond, to restrain such breaches, together with any and all other legal and equitable remedies available under applicable law or under this Services Agreement. The prevailing party shall be entitled to recover from the non-prevailing party the attorneys' fees and costs it expends in any action related to such breach or attempted breach.

12. **Relationship of the Parties.** It is understood and agreed that Company is an independent contractor with respect to all Services being performed pursuant to this Services Agreement. Company makes no guarantee and disclaims any obligation to make any specific EAP Network Providers or any particular number of EAP Network Providers available for use by Members.
13. **Subcontractors.** The work to be performed by Company under this Services Agreement may, at its discretion, be performed directly by it or wholly or in part through a subsidiary or affiliate or under a contract with an organization of its choosing. Company will remain liable for Services under this Services Agreement.
14. **Communications.** Company and Customer shall be entitled to rely upon any communication believed by them to be genuine and to have been signed or presented by the proper party or parties.

Neither party shall be bound by any notice, direction, requisition or request unless and until it shall have been received in writing at (i) in the case of Company, 4300 Centreway Place, Mail Code: 756, Arlington, TX 76018, Attention: Head of EAP and Chief Psychiatric Officer, (ii) in the case of the Customer, at the address shown below, or (iii) at such other address as either party specifies for the purposes of this Services Agreement by notice in writing addressed to the other party. Notices or communications shall be sent by certified mail, return receipt requested.

Nassau County Board of County Commissioners
96135 Nassau Place, Ste 1
Yulee, FL 32097
Attention: Chili Pope, Director of HR

15. **Force Majeure.** Company shall not be liable for any failure to meet any of the obligations or provide any of the Services or benefits specified or required under this Services Agreement where such failure to perform is due to any contingency beyond the reasonable control of Company, its employees, officers or directors. Such contingencies include, but are not limited to: acts or omissions of any person or entity not employed or reasonably controlled by Company, its employees, officers or directors; acts of God; fires; wars; accidents; labor disputes or shortages; governmental laws, ordinances, rules, regulations, or the opinions rendered by any Court, whether valid or invalid.
16. **Compliance.** Customer and Company shall remain, throughout the term of this Services Agreement, in compliance with all applicable federal and state laws and regulations, including HIPAA, related to this Services Agreement and the Services to be provided hereunder. Accordingly, the parties agree to the terms of the Business Associate Agreement.
17. **Audit Rights.** Customer may perform audits of Company's EAP processes only, during normal business hours upon reasonable written notice. A process audit may not be conducted more than once annually and will not include access to individually identifiable Member information. Any requested payment from Company resulting from the audit must be based upon documented findings, agreed to by both parties, and must be solely due to Company's actions or inactions.
18. **Miscellaneous.** The Services Agreement shall be governed by and interpreted in accordance with applicable federal law, including but not limited to ERISA. To the extent such federal law does not govern, this Services Agreement shall be governed by Connecticut law and the courts in such state shall have sole and exclusive jurisdiction of any dispute related

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hereto or arising hereunder. No delay or failure of either party in exercising any right hereunder shall be deemed to constitute a waiver of that right. There are no intended third party beneficiaries of this Services Agreement. This Section and Sections 3 through 7 and 9 through 11 shall survive termination of the Services Agreement. The provisions of Section 8 shall survive termination only to the extent stated therein. The headings in this Services Agreement are for reference only and shall not affect the interpretation or construction of this Services Agreement.

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DESCRIPTION OF EAP SERVICES ADDENDUM

Subject to the terms and conditions of this Services Agreement, the EAP Services selected by Customer and provided by Company are reflected in this **Description of EAP Services Addendum** and the **Service and Fee Schedule** (as modified by Company from time to time pursuant to Section 3 of the **General Conditions Addendum**). Additional EAP Services may be provided at Customer's written request under the terms of this Services Agreement. All Services described in this Services Agreement are available within the United States only. International EAP Services are only available if specifically described and priced separately.

1. **UNLIMITED TELEPHONIC ASSESSMENT AND REFERRAL:** Unlimited telephonic access to the Company EAP call center staff, available 24 hours per day, 7 days per week, 365 days per year for purposes of assessing Member need and referring to appropriate EAP Services.
2. **COUNSELING SESSIONS:** A clinical session with an EAP Behavioral Health Professional. Sessions are intended to assist with emotional, family, personal, or work related behavioral health issues.
 - **FACE-TO-FACE COUNSELING SESSIONS:** A face-to-face clinical session with an EAP Network Provider. Each member is entitled, on a contract year, up to the number of counseling sessions per problem as set forth herein in the Service and Fee Schedule (e.g., up to three counseling sessions per member per problem under the 3-Session EAP Model). Face-to-face counseling sessions require prior authorization. The member must contact Company to receive referrals and an authorization to a contracted EAP Network Provider. Marital and/or family sessions are considered one problem for the couple or family and sessions are not authorized individually for each attendee.
3. **EAP PROVIDER NETWORK:** A nationwide network of licensed behavioral health professionals, who meet all Company credentialing standards, and who are contracted by Company, as independent contractors, to provide counseling to Members. EAP Network Providers include, but are not limited to: social workers, licensed professional counselors, marriage and family therapists, master's level psychiatric nurses and psychologists.
4. **TRAINING AND EDUCATION:** The term "Training and Education" refers to training, provided by Company, or a Company Contracted educator to the Customer, concerning general behavioral health and work/life issues. This includes Employee Orientation Meetings and Supervisor Orientation Trainings. This training may be provided in different ways, i.e. in-person, telephonically, or web-based. Additional fees apply to web-based training over 25 participants (Participants is defined as unique phone lines calling into the webinar). Department of Transportation (DOT) services are excluded from standard Training and Education services. For specialized DOT training, see separate definition under Drug Free Workplace Services.
5. **MANAGEMENT SERVICES:**
 - **MANAGEMENT CONSULTATION:** A telephonic resource for managers, supervisors, and human resources professionals to assist in identifying and resolving workplace issues and promoting a productive workforce. Issues may include but are not limited to employee personal and family issues, behavioral health concerns, workplace conflict, workplace crisis and other disruptions, substance abuse, threats of violence and employee performance concerns. This includes the provisions of guidance to the Customer in making voluntary referrals for employees to the EAP. EAP will coordinate with specialty providers as needed (SAP, DOT, FFD).
 - **MANDATORY REFERRALS:** Case management to assist Customer and employees in addressing significant workplace performance issues. Mandatory referrals are used to monitor compliance with the EAP Behavioral Health Professional's recommendations, wherein the EAP, with appropriate executed release of information forms, confirms the employee's participation in and compliance with the Program.
 - **DRUG FREE WORKPLACE SERVICES:** Suite of services to assist Customer in managing workplace related employee substance mis-use and/or disclosure of substance abuse in the workplace. Services for general employer

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industries include Company EAP case management of mandatory referrals related to workplace impacted substance abuse, as well as management consultation services as described above. Services for transportation related industries, such as employers who are regulated by DOT, FMCSA, FAA, FRA, FTA, PHMSA, etc., include substance abuse case management by a Substance Abuse Professional (SAP) for Department of Transportation regulation compliance. Additional service for transportation regulated employees includes DOT training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness available through American Substance Abuse Professionals (ASAP) or comparable SAP provider. A variety of training formats are available, including on-site, on-line or video.

- **FITNESS FOR DUTY (FFD) CONSULTATION AND COORDINATION:** A Fitness for Duty Evaluation is a forensic evaluation completed by a specially trained psychologist, psychiatrist, outside the EAP, for the purpose of evaluating an employee's ability to safely perform the functions of their job, assess organizational and behavioral risk, and provide a report recommending steps needed to be taken to minimize Customer risk in returning the employee to work. Fitness for Duty Evaluations are outside the scope of EAP, and as such the EAP does not conduct Fitness for Duty Evaluations. Upon specific request, the EAP may assist Customer with locating companies or providers external to the EAP who are capable of performing FFD Evaluations. At all times the Customer is responsible for working directly with the identified FFD provider as well as directly making payment arrangements with that provider for the FFD Evaluation. All decisions, regarding returning to work, retaining or dismissing employees remain with the Customer.
 - **SUBSTANCE ABUSE PROFESSIONAL (SAP) CONSULTATION AND CONTACT INFORMATION:** Upon request of Customer, for drug and alcohol cases that fall under the Department of Transportation (DOT) guidelines, Company shall provide initial and ongoing management consultation on DOT issues. Company will further provide contact information of local providers in our specialized network of qualified Substance Abuse Professionals. The Customer is responsible for choosing and working directly with the SAP, as well as performing Follow-up, Compliance and Aftercare attendance monitoring. The Customer is responsible for payment of the SAP and determines whether the employee or employer pays SAP fees as well as recommended treatment costs
6. **CRITICAL INCIDENT SUPPORT (Crisis Support/Management Services/Critical Incident Stress De-Briefing (CISD) Services):** An array of services offered by the EAP that helps an organization to prepare for, prevent, or respond to traumatic events. Acts of war are excluded from on-site CISD Services.
- **ON-SITE STANDARD CRITICAL INCIDENT SUPPORT:** On-site attendance response time in greater than two hours for hourly onsite crisis support and Critical Incident Stress De-Briefing (CISD) Services at Customer sites to help an organization prepare for, prevent, or respond to traumatic events.
 - **ON-SITE IMMEDIATE CRITICAL INCIDENT SUPPORT:** On-site attendance response time in less than two hours for hourly onsite crisis support and Critical Incident Stress De-Briefing (CISD) Services at Customer sites to help an organization prepare for, prevent, or respond to traumatic events.
7. **REDUCTION IN FORCE:** The process by which a work organization reduces its work force by eliminating jobs, such as closing subsidiaries or departments.
8. **COMMUNICATION AND PROMOTIONAL MATERIALS:** Information provided to Employees and management about EAP Services, including, in part, how EAP Services can be accessed for consultation and assistance. The communications and promotional resources may include template e-mails, letters, flyers, wallet cards, and posters for Employees and management. Company will provide reasonable quantities of printed materials in support of implementation and/or on an annual basis at Customer's request at no cost. Reasonable quantities are defined as up to 120% of the number of eligible Employees for items such as flyers or brochures; a quantity up to 5% of the number of eligible Employees for items such as posters; and a quantity of up to 20% of anticipated attendees at health fairs for other promotional items. Requests exceeding these quantities may incur an additional fee.

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9. **MANAGEMENT REPORTS:** A specific collection of data and narrative information designed to inform the Customer about the overall utilization of the program. Customer may receive reports on a quarterly electronic basis. If for any 2 consecutive reporting periods there is less than 1% utilization, reporting frequency will default to annual reporting.

10. **INTAKE MODEL:**

- **STANDARD MODEL:** Initial intake calls answered by a care service associate /customer service representative.

11. **EAP EXCLUSIONS:** The following services are outside the scope of the EAP:

- Counseling services beyond the allowed number of sessions covered by the EAP benefit.
- Court ordered treatment or therapy, or any treatment or therapy ordered as a condition of parole, probation, custody, or visitation evaluations, or paid for by Workers' Compensation.
- Formal psychological evaluations which normally involve psychological testing and result in a written report.
- Diagnostic testing and/or treatment.
- Visits with psychiatrist, including medication management.
- Prescription medications.
- Services for remedial education.
- Inpatient, residential treatment, partial hospitalizations, intensive outpatient.
- Ongoing counseling for a chronic diagnosis that requires long term care.
- Biofeedback.
- Hypnotherapy.
- Aversion therapy.
- Examination and diagnostic services required to meet employment, licensing, insurance coverage, travel needs.
- Services with a non-contracted EAP provider.
- Fitness for duty evaluations.
- Legal representation in court, preparation of legal documents, or advice in the areas of taxes, patents, or immigration, except as otherwise described in this document.
- Investment advice (nor does plan loan money or pay bills).

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DESCRIPTION OF WORKLIFE SERVICES ADDENDUM

Subject to the terms and conditions of this Services Agreement, the WorkLife Services selected by Customer and provided by Company are reflected in this **Description of WorkLife Services Addendum** and the **Service and Fee Schedule**, (as modified by Company from time to time pursuant to Section 3 of the **General Conditions Addendum**). Additional WorkLife Services may be provided at Customer's written request under the terms of this Services Agreement.

WEB-BASED CAREGIVING SERVICES: Services that include information and education in connection with, in part, adoption, child care, parenting, temporary back-up care, summer care, special needs, high-risk adolescents, academic services, education loans, grandparents as parent, adult care, elder care, and disaster resources.

WEB-BASED PERSONAL SERVICES: Free educational materials and interactive web tools to assist with:

- A. Health & Wellness--Children's health; women's health; men's health; seniors' health; weight loss and nutrition; fitness and exercise programs; general health; safety; stress management; information on diseases and conditions; and more.
- B. Daily Life--Home improvement; pet care; consumer information; automotive services; relocation; travel; time management; cleaning services; and more.

LEGAL SERVICES: Services provided through the EAP that include:

A. LEGAL SERVICES:

- a. ½ hour Initial Consultation with selected participating attorney on an unlimited number of new Legal Topics (each plan year). Certain topic areas are excluded, including employment law. Also excluded are matters that, in the attorney's opinion, lack merit. Court costs, filing fees and fines are the responsibility of the member. If members choose to continue with the participating attorney and hire that attorney on their own, they will receive 25% off of the fees for services beyond the initial consultation (excluding flat legal fees, contingency fees, and plan mediator services).
- b. Mediation Services – Each member is entitled to one (1) initial thirty minute office or telephone consultation per separate legal matter at no cost with a participating mediator. In the event that the member wishes to retain a participating mediator after the initial consultation, they will be provided with a preferred rate reduction of 25% from the mediator's normal hourly rate. Typical matters may include divorce and child custody, contractual and consumer disputes, real estate and landlord tenant, car accidents and insurance disputes.
- c. Document Preparation: Members have access to telephonic document preparers and an on-line assisted process to complete their own legal document preparation. Member's will receive a preferred discount of 10% off and the types of forms include, divorce, wills, living wills, powers of attorney, immigrations and others.
- d. Simple Will Preparation: Members receive resources to complete one Simple Will.
- e. All initial consultation (and discounted consultations) must be for legal matters related to the Employee and eligible household members.

FINANCIAL SERVICES: Services provided through the EAP that include:

A. FINANCIAL SERVICES:

- a. ½ hour Initial Consultation with the selected participating financial counselor on an unlimited number of new Financial Counseling Topics each plan year.
- b. Financial counseling topics include Budgeting, Credit, Debt, Retirement, College Planning, Buying vs. Leasing, Mortgages/Refinancing, Financial Planning, Tax Questions, Tax Preparation, IRS Matters, Tax Levies and Garnishments, Consumer Credit Counseling, and Community Services.
- c. A discount of 25% off the tax preparation services.

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- d. Individual Employees may have the option to purchase additional services for a monthly nominal fee.

IDENTITY THEFT SERVICES: Services provided through the EAP that include:

A. IDENTITY THEFT SERVICES:

- a. 1-hour telephonic fraud resolution consultation for Identity Theft.
- b. Coaching and direction on prevention and restoring credit for victims of Identity Theft.
- c. Free Identity Theft Emergency Response Kit for victims of Identity Theft.
- d. Individual Employees may have the option to purchase additional services for a monthly nominal fee.

MEMBER WEBSITE:

- A. CORE MEMBER WEBSITE: Access to customizable member website for free webinars, online worklife searches, concierge database, discount program, thousands of articles, videos, and tools on worklife and behavioral health topics.

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DOMESTIC EAP SERVICE AND FEE SCHEDULE

Customer hereby elects to receive the Services designated below. The below Service Fees shall be in effect for the first three (3) years of this Services Agreement, beginning upon the Effective Date of this Services Agreement, and, thereafter, if this Services Agreement is extended by the parties for any additional successive one year term(s), such Service Fees may be revised for each such successive term. Notwithstanding the immediately preceding sentence, the below Service Fees shall be amended by Company, from time to time during the first three (3) years of this Services Agreement and for any future period(s) thereafter, in accordance with the terms of this Service and Fee Schedule.

| Services | Service Fees |
|--|--|
| EAP Session Model Unlimited Telephonic Access with Up to 6 Face-to-Face Counseling Sessions per problem per contract year | \$1.87 PE/PM: 10/01/2014 – 09/30/2015 \$1.96 PE/PM: 10/01/2015 – 09/30/2016 \$2.06 PE/PM: 10/01/2016 – 09/30/2017 |
| Web-Based Caregiving and Personal Services Legal and Financial Services Identity Theft Services Core Member Website | Included in the EAP Session Model PE/PM. |
| Intake Model Standard Model | Included in the EAP Session Model PE/PM. |

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| Services | Service Fees |
|---|---|
| <p>Critical Incident Support/Critical Incident Stress De-Briefing (CISD) Services—Standard Services (On-site attendance response time in greater than 2 hours)</p> | <p>Bank of Standard CISD Hours: 4 hours of standard CISD services are included in the EAP Session Model PE/PM Rate. Any additional standard CISD sessions are \$250.00 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150.00 per location. Immediate CISD's are subject to the fees described below.</p> <p>CISD hours used, whether fee for service and/or within the bank of standard hours, are calculated based upon the combined total number of hours all clinicians are on-site.</p> <p>If Customer requests a specific crisis counselor, or a counselor with specific qualities, including but not limited to specialized certifications, experience, or language, Customer will be billed the applicable hourly rate "door-to-door" which will include the specialist's travel time. This is in lieu of the flat travel fee.</p> <p>If Customer requests on-site crisis response services in a location which is further than 50 miles from a town with a population of at least 25,000 people, Customer will be billed the applicable hourly rate "door-to-door" which will include the specialist's travel time. This is in lieu of the flat travel fee.</p> <p>If Customer requests on-site support services in response to a large scale disaster area affecting the transportation infrastructure of that area, and/or the availability of local providers, necessitating the assistance of providers from outside the affected areas, Customer will be billed the current hourly rate plus \$50 per hour for each on-site hour. In addition, Customer will be billed \$200 per travel hour from the command center to the intervention site. This is in lieu of the flat travel fee.</p> <p>Any other Customer requested services wherein the crisis counselor incurs non-standard travel (e.g. having to fly to accompany employees affected by a crisis) will be billed at the exact travel costs in addition to the hourly fees.</p> |
| <p>Critical Incident Support/Critical Incident Stress De-Briefing (CISD) Services—Immediate Services (On-site attendance response time in 2 hours or less)</p> | <p>Fee for Service Immediate CISD Pricing: \$350.00 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150.00 per location.</p> <p>CISD hours used, whether fee for service and/or within the bank of standard hours, are calculated based upon the combined total number of hours all clinicians are on-site.</p> <p>If Customer requests a specific crisis counselor, or a counselor with specific qualities, including but not limited to specialized certifications, experience, or language, Customer will be billed the applicable hourly rate "door-to-door" which will include the specialist's travel time. This is in lieu of the flat travel fee.</p> <p>If Customer requests on-site crisis response services in a location</p> |

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| Services | Service Fees |
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| | <p>which is further than 50 miles from a town with a population of at least 25,000 people, Customer will be billed the applicable hourly rate "door-to-door" which will include the specialist's travel time. This is in lieu of the flat travel fee.</p> <p>If Customer requests on-site support services in response to a large scale disaster area affecting the transportation infrastructure of that area, and/or the availability of local providers, necessitating the assistance of providers from outside the affected areas, Customer will be billed the current hourly rate plus \$50 per hour for each on-site hour. In addition, Customer will be billed \$200 per travel hour from the command center to the intervention site. This is in lieu of the flat travel fee.</p> <p>Any other Customer requested services wherein the crisis counselor incurs non-standard travel (e.g. having to fly to accompany employees affected by a crisis) will be billed at the exact travel costs in addition to the hourly fees.</p> |
| <p>Critical Incident Support/Critical Incident Stress De-Briefing (CISD) Cancellation Fee</p> | <p>Whenever possible, Customer agrees to provide Company with 24 hours advance notice of cancellation of any requested Workplace Crisis Response Services. Failure to provide Company with 24 hours' notice of cancellation of any services:</p> <ul style="list-style-type: none"> • Fee for Service CISD Cancellation Fee: Services which are provided on a fee for service basis and which are subject to the hourly rate will result in a charge of \$375.00 per incident. • Bank of Standard CISD Hours Cancellation Fee: Services which are included in the bank of capitated hours described above, will result in the deduction of a number of hours from the bank, equal to the number of cancelled hours. |
| <p>Reduction in Force</p> | <p>Fee for Service Reduction in Force Pricing: \$250.00 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150.00 per location.</p> |
| <p>Reduction in Force Cancellation Fee</p> | <p>Reduction in Force Cancellation Fee: \$375.00 per incident charge for failure to provide Company with 24 hour notice of cancellation of Reduction in Force service.</p> |

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| Services | Service Fees |
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| <p>Training and Education</p> | <p>Bank of Training Hours: 5 hours of Training and Education are included in the EAP Session Model PE/PM Rate. Training and Education services may be on-site, or for web-based seminars up to 25 participants. For webinars with more than 25 participants, an additional charge of \$50.00 applies for each additional 25 participants up to a maximum of 200 participants. Additional Training and Education sessions are \$250.00 per hour for the total amount of time that the educator is on site, plus a \$150.00 per location charge for travel and preparation time. If training is not scheduled consecutively or multiple topics are scheduled, additional travel and preparation costs may apply or additional hours may be deducted from the bank. These capitated hours will be used for the total amount of time that the educator is on site.</p> <p>Sessions less than one (1) hour in duration will count as one (1) hour of Training and Education.</p> <p>If Customer requests a specific educator, or an educator with specific qualities, including but not limited to specialized certifications, experiences or language, Customer will be billed any additional incurred fees beyond the hourly fee above or have hours deducted from bank.</p> <p>In addition, if Customer cannot accommodate the schedule/availability of a local Company contracted educator, requiring that the services of an educator 50 miles away or greater from the Customer location is necessary, then Customer will be billed any additional incurred fees beyond the hourly fee above or have hours deducted from bank.</p> |
| <p>Training and Education Cancellation Fee</p> | <p>Failure to provide Company three (3) business days' notice of cancellation of a previously scheduled training program may result in a charge of:</p> <ul style="list-style-type: none"> • Fee for Service Training Cancellation Fee: \$375.00 per hour for services which are provided on a fee for service basis and which are subject to the hourly rate. • Bank of Training Hours Training Cancellation Fee: Services which are included in the bank of capitated hours described above, will result in the deduction of a number of hours from the bank, equal to the number of cancelled hours. When the bank of hours has been exhausted, fee for service training cancellation fee of \$375.00 per hour applies. |
| <p>Drug Free Workplace Services</p> <p>Substance Abuse Case Management by a Substance Abuse Professional (SAP) and/or for Department of Transportation regulation compliance</p> | <p>\$750.00 per case</p> |

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| Services | Service Fees |
|---|---|
| <p>and</p> <p>DOT training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness</p> | <p>and</p> <p>DOT Alcohol and Drug-Free Workplace for Supervisors Training to meet Drug-Free Workplace regulations regarding drug and alcohol use. Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.</p> <ul style="list-style-type: none"> • DOT Supervisor Training - 2 hours at \$800 <p>DOT Alcohol and Drug-Free Workplace for Employees Awareness Training (Note: this training does not meet Drug-Free Workplace regulations regarding drug and alcohol use.) Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.</p> <ul style="list-style-type: none"> • DOT Employee Training - 1 hour at \$400 |

Company also may adjust Service Fees effective as of the date on which any of the following occurs.

- (1) If, for any Service, there is a 20% change in the number of Employees from the number of Employees assumed in Company's quotation as of the Effective Date of this Services Agreement.
- (2) If, for any Service, there is a 10% increase in the Employee utilization of such Service from the utilization amount assumed in Company's quotation as of the Effective Date of this Services Agreement.
- (3) Change in Services—A material change in Services is requested or initiated by the Customer or by legislative action.
- (4) Premium Taxes or Assessments—If legislative or regulatory action results in the assessment of premium taxes or other like charges as it concerns those Services provided under the terms of this Agreement.

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