

HEALTH ADVOCATE SOLUTIONS, INC.

LIFE & EMOTIONAL HEALTH ON-SITE SERVICES AGREEMENT

This Services Agreement ("this Agreement") is made and entered into by and between Health Advocate Solutions, Inc., ("Health Advocate"), and **Dekalb County School District** ("Client"), and is intended to describe their business relationship in which Health Advocate will provide on-site counseling services for Client's eligible employees ("Employees"). Health Advocate and Client will hereinafter collectively be referred to as "the Parties" and referred to each individually each as a "Party."

1. Description of Services:

- a. Health Advocate will provide the **Onsite Counselor** services as detailed in Exhibit "A" of this Agreement (collectively referred to as the "Onsite Counselor Services").
- b. Health Advocate will recruit, screen, and assign its employee ("Assigned Employee") to perform the Onsite Counselor Services at the location and during the times specified in Exhibit "A".
- c. For the purposes of this Agreement, "Employee" shall mean any individual, full or part-time, currently employed by the Client eligible to receive Services under this Agreement.

2. Term / Termination:

- a. This Agreement shall be effective as of _____, **20** (the "Effective Date").
- b. The initial term of this Agreement shall be twelve (12) months from the Effective Date ("the Initial Term"). Thereafter, this Agreement shall automatically renew for consecutive one (1) year terms (each a "Renewal Term") unless either Party provides written notice to the other, at least sixty (60) days before the end of the Initial Term or any Renewal Term, of its intention not to renew this Agreement. The terms and conditions of this Agreement shall apply to the Initial Term and any Renewal Term unless modified in writing by the Parties. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of Client at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed but shall be automatically renewed for each subsequent calendar year during the term unless either Party terminates this Agreement.
- c. In the event that either Party shall default in the performance of any of its material covenants, or undertakings under this Agreement, and such default shall continue and not be corrected within thirty (30) days after the receipt of written notice thereof from the non-breaching Party specifying in detail the default and requesting correction of such default, the non-breaching Party may terminate this Agreement by delivering written notice to such effect to the other Party, which notice shall be immediately effective upon receipt.

- d. This Agreement may automatically terminate upon the occurrence of any of the following events: (i) the making of a general assignment for the benefit of creditors by a Party; (ii) the filing of a voluntary petition or the commencement of any proceeding by either Party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension; (iii) any involuntary petition or the commencement of any proceeding by or against either Party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension that is not dismissed within ninety (90) days of the date that it was filed or commenced; or (iv) suspension of the transaction of the usual business of either Party for a period in excess of thirty (30) days.
- e. Upon the termination or non-renewal of this Agreement and upon Client's written request, Health Advocate will destroy, without cost to Client, any Confidential Information that was received from Client pursuant to this Agreement in tangible, electronic, or other form, other than signed copies of this Agreement. Notwithstanding the foregoing, Health Advocate may retain one copy for its legal archives of any Confidential Information in its possession subject to the confidentiality provisions of this Agreement.

3. Fees:

- a. Annual Fee. Client shall pay Health Advocate an annual fee of one hundred sixty-two thousand dollars (\$162,000) for the Onsite Counselor Services, payable in equal monthly installments of thirteen thousand five hundred dollars (\$13,500). Health Advocate shall invoice Client monthly, with each payment due on or before the first day of each month ("Service Fee").
- b. Health Advocate will be responsible for the following:
 - 1. Pay Assigned Employee wages and provide other benefits Health Advocate deems appropriate.
 - 2. Pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving Assigned Employees;
- c. The Service Fee applies to the first contract year only. However, Service Fees may increase by no more than 10% in any subsequent contract year. Notice of any Service Fee increase will be provided to Client, in writing, at least ninety (90) days prior to the annual anniversary date of this Agreement.
- d. Upon expiration or non-renewal in accordance with Section 2(b) of this Agreement, payments accruing under this section shall cease; however, Health Advocate shall be entitled to any payments due for periods that accrued prior to the date of termination or otherwise remaining for the balance of the contract Term for which Health Advocate has not yet been paid.

4. Confidentiality:

- a. Each Party shall be a “Receiving Party” to the extent that it receives Confidential Information of the other Party and a “Disclosing Party” to the extent it provides its Confidential information to the other Party.
- b. The Parties agree to protect the privacy and confidentiality of any and all information of each Party (or its affiliates) exchanged under this Agreement, both specifically related to the purposes of this Agreement as well as other proprietary and/or non-public information related to the past, present, and future business activities of each Party, its subsidiaries and affiliates of their respective employees, customers or third party contractors, including any information relating to Employee personal and medical information in their possession, as well as all communications, documents and other information, whether in written, oral, electronic, or other form including, but not limited to, the existence and terms of the Agreement, the existence of discussions between Health Advocate and Client, proprietary business, financial or technical information, processes, pricing policies, product market research and analysis, costs, know-how, methodologies, concepts, tools, designs, internal practices, summaries and other visual depictions, in whole or in part, of any of the foregoing (“Confidential Information”). Further, the Parties agree to abide by all applicable laws and regulations regarding such Confidential Information.
- c. Confidential Information shall not be deemed to include any information that, at the time of disclosure (i) is or becomes generally available to the public other than as a result of any breach of this Section 4 by the Receiving Party or any of its Representatives; (ii) is obtained by the Receiving Party or its Representatives on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) the Receiving Party establishes by documentary evidence, was in the Receiving Party’s or its Representatives’ possession prior to disclosure by the Disclosing Party hereunder; or (iv) the Receiving Party establishes by documentary evidence, was or is independently developed by the Receiving Party or its Representatives without using any of the Disclosing Party’s Confidential Information.
- d. Health Advocate affirms that the Assigned Employee shall be competently trained in the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all applicable obligations thereunder.
- e. Neither Party will use any Confidential Information of the other Party for any purpose other than that for which it is provided nor will either Party sell, transfer or disclose this Confidential Information of the other Party for its own benefit or the benefit of others.
- f. The Parties agrees that it shall notify the Disclosing Party, as soon as practicable, but at least within ten (10) business days, following discovery of any unauthorized use or disclosure of Confidential Information, and will cooperate with such Party, as necessary, to remedy such unauthorized use or disclosure by the Receiving Party or any third-party and to prevent further unauthorized use.

- g. If the Receiving Party is legally compelled to disclose Confidential Information of the Disclosing Party, to the extent permitted by law, the Receiving Party must make reasonable efforts to provide the Disclosing Party with prompt notice of such legal requirement prior to disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and Receiving Party will cooperate with the Disclosing Party's reasonable, lawful efforts to resist, limit or delay disclosure. If such a protective order or other remedy is not obtained, the Receiving Party will (i) furnish only that portion of the Confidential Information that is legally required to furnish and, (ii) use reasonable efforts to ensure that the Party compelling disclosure of the Confidential Information will preserve its confidentiality.
- h. Neither Party to this Agreement shall use any Confidential Information of the other Party except (i) as expressly permitted in the Agreement and the BAA, where applicable, (ii) as necessary to fulfill the obligations or exercise its right under the Agreement or (iii) upon the prior written consent of the Disclosing Party, given in the Disclosing Party's sole discretion. The Receiving Party agrees to use the degree of care necessary to maintain and protect any and all Confidential Information as confidential, and in no event less than reasonable care, and not to disclose or allow the disclosure of any Confidential Information to any person or entity other than the respective Party's officers, directors, affiliates, employees, subcontractors, service providers, advisors, or auditors (collectively, "Representatives") that have a need to know such information to deliver the Services or to exercise a Party's rights under the Agreement. The Receiving Party shall remain liable for any breach of this provision by such Representatives.
- i. Security awareness: Receiving Party will ensure that its Representatives remain aware of industry standards and best practices, and their responsibilities for protecting the Disclosing Party's information. This will include, but not be limited to:
 - a. Protection against any and all malicious software (such as viruses, malware, phishing, ransomware, etc.);
 - b. Appropriate password protection and password management practices; and
 - c. Appropriate use of workstations and computer system accounts.
 - d. Centralized control functions including, but not limited to, Anti-Virus and Malware Threat Management, Log Management, Asset Management, Ticket Management, Content Filtering, Data Loss Prevention, File Integrity Monitoring, and Key Management.
 - e. Encryption of data at all times according to industry standards and best practices at rest and in transit.
- j. It is essential for Confidential Information, including Protected Health Information, to be maintained after the expiration of this Agreement for regulatory and other business reasons. Accordingly, Health Advocate's obligations of confidentiality with respect to Client's Confidential Information, exchanged during the Term of this Agreement, shall survive any termination or non-renewal of this Agreement.
- k. The Parties agree that unauthorized disclosure or use of the Confidential Information of the other Party would cause irreparable harm of significant injury to the Disclosing Party, for which monetary damages alone would not be an adequate remedy. Accordingly, each Party agrees that in the event of a breach or threatened breach of

this Section, the disclosure shall be entitled to seek an injunction or other equitable relief as a remedy for such breach or anticipated breach without the necessity of posting a bond or proving that actual damages have or will be sustained.

- I. The obligations of confidentiality under this Section shall survive the termination or non-renewal of this Agreement.

5. Reports:

Upon request, Health Advocate will provide Client with its standard utilization reports.

6. General:

- a. Binding Agreement. This Agreement shall be fully binding upon and inure to the benefit of the legal representatives, successors in interest and permitted assigns of the Parties hereto.
- b. Entire Understanding. This Agreement, along with its attachments, constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous arrangements, understandings, negotiations, and discussions of the Parties with respect to the subject matter hereof, whether written or oral; and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.
- c. Amendments to this Agreement. This Agreement may be amended only by the mutual written consent and agreement of the Parties. In addition, upon the enactment of any law or final regulation affecting the use or disclosure of Protected Health Information, or the publication of any definitive decision of a court of the United States or any state relating to any such law or the publication of any definitive interpretive policy or definitive opinion of any governmental agency charged with the enforcement of any such law or regulation, the Parties shall agree to amend this Agreement in such manner as necessary to comply with such law or regulation.
- d. Assignability. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in the other Party's sole discretion, except that this Agreement may be assigned by either Party without such prior written consent:
 - i. to an affiliate of the assigning Party; or
 - ii. to an entity that merges with or acquires the business or stock of such Party to which this Agreement relates. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns.

- e. Relationship of the Parties. This Agreement does not, nor is it intended to, create a relationship of joint venture, principal and agent or partnership between the Parties. The relationship between the Parties is and shall be that of an independent contractor. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee. Each Party acknowledges that it shall have no authority to obligate or bind the other Party in any way.
- f. Governing Law. This Agreement shall be governed by the laws of Georgia, without regard to the choice of law doctrine or the conflicts of law principles of any other jurisdiction to the contrary. However, the Parties agree that, at least 45 days prior to initiating any litigation or complaint under this Agreement, they shall hold good faith informal dispute resolution meetings at a mutually agreed upon location.
- g. Dispute Resolution. The Parties agree that in the event of a dispute or alleged breach they will work together in good faith to resolve the matter internally by escalating it to higher levels of management and, if necessary, to use a mutually agreed upon alternative dispute resolution mechanism prior to resorting to litigation.
- h. Limitation of Liability.
 - i. Limitation: NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY FOR EITHER PARTY IS LIMITED TO THREE TIMES THE AMOUNT PAID TO HEALTH ADVOCATE BY CLIENT FOR SERVICES DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY WILL NOT APPLY TO A BREACH OF CONFIDENTIAL INFORMATION OR A BREACH OF PROTECTED HEALTH INFORMATION.
 - ii. Application: THE FOREGOING LIMITS ON LIABILITY WILL APPLY WHETHER THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY AND CONTRACT, EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.
 - iii. Time Limit: No cause of action which accrued more than two (2) years prior to the filing of a suit may be asserted by either Party.
- i. The Health Advocate Trademark. Client recognizes that the “Health Advocate” trademark is the sole and exclusive property of Health Advocate and will take all reasonable and appropriate measures to avoid any actions that would harm such mark. Client is not authorized to prepare or distribute any promotional or descriptive material relating to this Agreement or the Services, other than for identification and/or distribution of promotional and descriptive materials, without the prior written approval of Health Advocate. However, once consent for particular language is granted, as to Client, it need not be requested for the same language, again.

- j. Notices. All notices, demands, solicitations of consent or approval and other communications hereunder required or permitted shall be in writing and shall be deemed to have been given when: (i.) personally delivered; (ii.) upon the date documented as being received when sent by facsimile or other electronic transmission; (iii.) seven (7) business days after the date when deposited in the United States mail, sent postage prepaid or by registered or certified mail, return receipt requested; or (iv.) upon the date documented as being received when sent by private courier addressed as follows:

For Client:

Name and Title of Person Designated to Receive Notices

Client Name

Full Mailing Address

City, State, Zip

Tel. No.: () -

Fax No.: () -

E-mail:

For Health Advocate:

David Vandever, Chief Revenue Officer

Health Advocate Solutions, Inc.

3043 Walton Road

Plymouth Meeting, PA 19462

E-mail: Dvandever@healthadvocate.com

Either Party may change its address for the receipt of notices hereunder by giving the other Party notice, as prescribed herein, of that new address.

- k. Employee Awareness. Client shall engage in ongoing and frequent communication with its employees to promote the Health Advocate Service.
- l. Non-Solicitation. During the Initial and any renewal Term of this Agreement and for a period of one (1) year following the date of termination or non-renewal hereof, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then employed by or contracting to provide services for the other Party. Violation of this provision shall entitle the non-violating Party to receive from the violating Party, as liquidated damages, an amount equal to two hundred percent (200%) of the solicited person's annual compensation. This covenant against solicitation shall not be construed to prevent "blind" advertisements or mailings that are directed to the public through the use of newspaper, television, radio or the internet.

- m. Limitation of Authority. Neither Party shall obligate the other Party, nor make, alter or waive any of the terms or conditions of any of the other Party's forms, policies, contracts or advertising materials, except to the extent authorized in writing by the other Party. Neither Party shall hold itself out as an employee, partner or officer of the other Party, nor as an agent of the other Party or in any other manner, or for any other purpose than is set forth in this Agreement.
- n. Survival of Certain Obligations. Any obligations set forth in this Agreement that by their nature should be continuous and survive any termination or non-renewal of this Agreement including, but not limited to, the obligations regarding confidentiality and indemnification shall be continuous and shall survive any termination or non-renewal of this Agreement.
- o. Separability. Each provision of this Agreement shall be considered separable and if any provision or provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- p. No Waiver of Rights, Powers and/or Remedies. The failure or delay of either Party hereto in exercising or enforcing any right, power or remedy under this Agreement, and no course of dealing between the Parties hereto, shall be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- q. Reserved Rights. Health Advocate explicitly reserves the right to discontinue or withdraw from sale, modify, change, or amend any product, program or Service described in this Agreement, if it is determined by Health Advocate, in its sole discretion, to be necessary to do so based, for example, on a change in the legislative or regulatory environment in which Health Advocate operates.
- r. Titles. All section titles or captions contained in this Agreement are for convenience only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof and shall not be deemed part of the text of this Agreement.
- s. Interpretation. The Parties hereto acknowledge and agree that (i) the rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms and provisions of this Agreement; and (ii) the terms and provisions of this Agreement will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

- t. Force Majeure. Neither Party hereto shall have any liability for delay or non-fulfillment of any terms of this Agreement caused by any cause not within such Party's reasonable control (but excluding financial inability) such as an act of God, war, riots or civil disturbance, strikes, accident, fire, transportation conditions, labor and/or material shortages, governmental controls, regulations and permits and/or embargoes.
- u. Counterparts. This Agreement may be signed in counterparts, which together will constitute one Agreement.

7. Disclaimer:

Client acknowledges its understanding that: (a) Health Advocate provides administrative services with respect to an Employee Assistance Program that is sponsored by Client; (b) Health Advocate is not a health insurance carrier, a health maintenance organization, or any other type of insurance coverage provider; (c) Health Advocate is not a health care provider, a health care clinic, or a law firm, but arranges through third-party contracts for the provision of contracted services to Client's eligible Employees. Health Advocate conducts a reasonable investigation into the qualifications and licensure of any professionals or professional organization with which it contracts to provide services; however, Health Advocate does not guarantee the quality of any contracted person's or entity's services, the correctness of any advice they may provide, or any specific results from the services provided through the Employee Assistance Program. THE EMPLOYEE ASSISTANCE PROGRAM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. HEALTH ADVOCATE DOES NOT WARRANT THAT THE EMPLOYEE ASSISTANCE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEALTH ADVOCATE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Client acknowledges that certain services or benefits provided through the EAP may constitute: (a) benefits that are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and (b) a "group health plan" under ERISA and other federal laws. Client is solely responsible for determining whether its EAP is subject to ERISA or other any applicable federal, state, or local laws. Further, Client is solely responsible for any compliance obligations resulting from Client's EAP being subject to ERISA or other applicable laws, including but not limited to: satisfying of any plan document, summary plan description, and summary of material modification requirements; complying with claims procedure requirements; and filing a Form 5500 with the U.S. Department of Labor.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Agreement to be signed by their duly authorized representatives.

For Dekalb County School District:

For Health Advocate Solutions, Inc.:

Signature: _____

Signature: _____

Name: _____

Name: David Vandever

Title: _____

Title: Chief Revenue Officer

Date: _____

Date: _____

EXHIBIT "A"

ONSITE COUNSELOR SERVICES

Purpose: This purpose of this Exhibit is to define the scope and deliverables of the Onsite Counselor Services. The onsite counselor's role is to offer in the moment support, expert guidance, short-term individual counseling, group informational sessions, and workplace and support consultation to Client management personnel.

1. Services Provided:

1.1. Onsite Counselor Presence and Consultations.

- 1.1.1. Health Advocate shall assign one (1) qualified onsite counselor ("Counselor") to provide site-based services at the designated primary workplace location as defined under Section 2.2.1 of this Exhibit.
- 1.1.2. Counselor shall possess an expert-level understanding of the Client's benefit program, including the available supports and services under the Client's EAP benefit, as well as community resources in the local area.
- 1.1.3. Counselor shall provide confidential, short term, solution-based individual consultations to Client's designated Employees up to three (3) consultations per employee presenting issue, per calendar year.
- 1.1.4. Following initial assessment of the nature and severity of an Employee's presenting issue, Counselor may provide referral to appropriate external resources and support for long-term or intensive health mental health services.
- 1.1.5. Individual consultations shall be conducted at the Primary Location and are intended to assist Employees with emotional, family, personal, or work-related behavioral issues and may include any or all of the following: on-demand and scheduled counseling consultations in response to traumatic situations, proactive 1:1 consultation, individual wellness activities, and individual wellness check-ins.
- 1.1.6. Coordinate and lead group sessions and activities in partnership with Client's management and Human Resource leadership.
- 1.1.7. Group consultations may consist of any or all of the following: Training and workshops on topics/content as per Client guidelines, group wellness activities, group wellbeing check-ins, group training, debriefing, and onboarding, and group creative interventions and practices.

1.2 EAP Training and Mental Health Education.

- 1.2.1 Counselor will develop and conduct periodic trainings on mental health topics for management and other leadership, partnering with the Client's designated Wellness Coordinator.
- 1.2.2 Counselor will provide workplace consultation and support to management and other leadership regarding disruptive workplace events, such as crises or conflicts.

- 1.2.3 Counselor will participate in Client organized promotional events such as health fairs to inform Employees about the EAP benefits available to such Employees and amplify the availability of the Onsite Counseling Services.
- 1.2.4 ERG Support: Mental Wellness information and presentations for existing Employee Resource Groups and ongoing guidance and support to ERG leaders.

2. Availability & Delivery:

2.1. Service Hours.

- 2.1.1. The Counselor shall perform on-site counseling services for a total of forty (40) hours per week, Monday through Friday, during standard business hours of either 8:00 AM to 5:00 PM or 7:30 AM to 4:30 PM, excluding weekends and Client-observed holidays. The Counselor shall be entitled to a one-hour lunch break each workday.
- 2.1.2. The Counselor's regular 40-hour weekly schedule shall be mutually agreed upon by the Parties and shall remain consistent to avoid scheduling conflicts, subject to adjustments under Sections 2.2.2, 2.2.4, and 2.2.5 of this section.

2.2. Primary Location and Weekly Schedule.

- 2.2.1. The Counselor will be based at the Client's Primary Location, with an address of _____ ("Primary Location").
- 2.2.2. The Counselor may travel to additional Client-designated workplace locations ("Additional Locations") for trainings, presentations, critical incident stress debriefings, consultations, or related activities, subject to availability and mutual agreement at least thirty (30) days in advance. In the event of a crisis requiring immediate travel, the thirty (30) day notice may be waived.
- 2.2.3. Travel Expenses. Client shall be responsible for reimbursement of all reasonable travel and related expenses incurred by Counselor associated with the performance of services provided at Additional Locations. Reimbursable expenses include mileage (at the current IRS standard rate), lodging, meals and any other normally-incurred travel expenses. The Counselor shall submit expense reports to Health Advocate within thirty (30) days of incurring expenses, and Health Advocate shall invoice the Client with the monthly fee.
- 2.2.4. Call-Out Days. In the event of short-term leaves of absence, such as illness, personal emergencies, and pre-approved leave ("Call-Out Days"), Client's managers and Employees may contact EAP support via a dedicated toll-free telephone number for assistance during the Counselor's absence.
- 2.2.5. Long-Term Absence. In the event of a long-term leave of absence by the Counselor, a qualified replacement counselor may be provided, subject to mutual agreement between Client and Health Advocate.

- 3. Confidentiality:** all case files and information related to the Employee's situation maintained by Counselor shall be strictly confidential. No information contained therein shall be released under any circumstances without the prior written consent of the Employee in question, except under force of law. Any utilization reporting shall only report the number of individuals who utilize the service; no Employee identifying information will be reported.
- 4. Key Personnel:**
 - Licensed Counselor per state and local laws.
 - EAP Clinical Operations leadership will provide supervision and oversight of the onsite counselor, participating in program coordination activities with Client as needed.
- 5. Scope Modifications.** The Parties acknowledge that workplace needs and service demands may evolve over time. The Parties shall discuss and negotiate appropriate adjustments to service terms, compensation, and other relevant provisions. Any agreed-upon changes shall be agreed upon in writing.
- 6. Resources, and Assumptions:**
 - Health Advocate is HIPAA compliant and has obtained SSAE18 SOC2 TYPE II plus HIPAA Security Rule.
 - Onsite Counselor shall speak English.
 - Counselor will be provided a private space for conducting confidential communications and documentation, including 1:1 counseling and consultation sessions.
 - Health Advocate will provide Counselor with laptop and telephonic equipment to perform daily activities.