

EAP SERVICES CONTRACT

Contract Effective Date: 7/1/2026

This EAP Services Contract (“**Contract**”) is made between Claremont Behavioral Services, Inc., dba Claremont EAP, an employee assistance program (“**Claremont**”), and County of Sonoma (“**Subscriber**”). Claremont and Subscriber may each be referred to herein as a “**Party**” and collectively as the “**Parties**”. The terms of the Contract between Claremont and Subscriber are as follows:

RECITALS

- A. Claremont offers Employee Assistance Program (“**EAP**”) services to clients like Subscriber and is licensed as a specialized health care service plan by the California Department of Managed Health Care (“**DMHC**”).
- B. Subscriber desires to retain Claremont to implement and provide ongoing EAP services to Subscriber Members.

SECTION I – DEFINITIONS

- 1.1 The terms not otherwise defined in this Subscriber Contract shall have the meanings in the Definitions section of the Combined Evidence of Coverage/Disclosure Form (“**EOC**”). The EOC is attached to this Contract as Exhibit A and incorporated by reference into this Contract.

SECTION II – SUBSCRIBER SERVICES

- 2.1 Eligibility and Enrollment. All eligible Members (as defined in Section 2.3) who live or work within Claremont’s Service Area will be enrolled with Claremont EAP and qualified to receive Covered Services. Coverage for eligible Members will commence at the Effective Date of this Contract and then at each open enrollment period or following a proven qualifying event, such as at birth or adoption, marriage, or creation of a domestic partnership. Subscriber shall determine and notify employees of eligibility concerning hourly requirements and any applicable waiting periods. Claremont will refer any disputes or inquiries regarding eligibility requirements or a Member’s eligibility, including rights regarding employee renewal and reinstatement, to Subscriber for determination. Any minor child or spouse/former spouse who does not permanently reside with a Member and is ordered by the court that coverage be provided is also eligible for Covered Services under this Contract.
- 2.2 Dependent Coverage. Dependent coverage is included in Covered Services under the Contract. Dependent is defined as follows:
 - 2.2.1 The lawful spouse or domestic partner of the Employee Member.
 - 2.2.2 An eligible Employee Member’s child, up to age twenty-six (26), irrespective of the dependent child’s place of residence, marital, financial, or student status. Adopted children, stepchildren, and foster children are covered from and after the date of

placement. Except as stated above, dependents are eligible for coverage on the date the eligible Subscriber employee acquires such dependent.

- 2.2.3 Coverage will not terminate while a dependent child is and continues to be (1) incapable of self-sustaining employment by reason of mental or physical handicap; and (2) chiefly dependent upon the Member for support and maintenance provided the Member furnishes proof of such incapacity and dependency to Claremont Employee Assistance Program within thirty (30) days of the child attaining the limiting age set forth in paragraph 2 above, and every two (2) years thereafter, if requested by Claremont.
- 2.2.4 In addition to the above, all Members' parents and mothers and fathers -in-law in the immediate household are eligible for Covered Services by Claremont.
- 2.3 Covered Services. Claremont will provide EAP services to Subscriber's employees and dependents, referred to as "**Members**", at times and location(s) agreed to and arranged by Claremont and the Members.
- 2.4 Sessions. Subscriber has contracted for a six (6) session EAP plan. Each Member is entitled to receive no more than six (6) sessions Per Incident/Per Year.
- 2.5 Payment. Claremont will provide EAP services to Subscriber at Per Employee Per Month ("PEPM") of \$2.15 per employee for the period of 7/1/2026 through 6/30/2031 ("**Initial Term**") invoices will be due in Monthly on or before the first day of the subsequent invoicing period. After the Initial Term, Claremont reserves the right to renegotiate service fees and other Contract provisions on an annual basis at the Contract renewal, unless otherwise specified and agreed to between Subscriber and Claremont.

If Subscriber pays via ACH, Claremont's ACH information is as follows:

Bank Name: Sunflower Bank
Address: 1400 16th Street, Ste. 250, Denver, CO 80202
Routing No: 101100621
Account No. 1100017512
Account Name: Claremont Behavioral Services

If Subscriber pays via mail, Claremont's mailing information is as follows:

Claremont Behavioral Services, Inc.
2 Park Plaza, Suite 1200
Irvine, CA 92614
Attention: Accounts Receivable Department

- 2.6 Providers. Claremont provides EAP services through its contracted Providers who have entered into written contracts with Claremont. All contracted Providers shall be appropriately licensed

and/or certified to provide EAP services and shall comply with professionally recognized standards of practice and applicable state and federal laws.

- 2.7 EAP Services. Claremont's EAP services include clinical assessment, counseling, and referral for issues that include marital or relationship difficulties, family and child problems, stress and anxiety, depression, grief and loss, substance abuse, domestic violence, job performance issues, Crisis Intervention, and communication or conflicts. Claremont's EAP services also include individual and/or family outpatient counseling focused on problem resolution, helping the individual and/or family develop early-stage prevention skills that improve their quality of life and family relationships, and that encourage early self-detection and resolution of personal and/or family problems before they become unmanageable, requiring professional assistance.
- 2.8 Emergency Health Condition.
- 2.8.1 Emergency Services. Subscriber shall communicate with Members that in the event of a medical emergency, the Member should call 911 or go to the nearest hospital emergency room. Medical emergencies and services for medical emergency or other medical care are not Covered Services, and Claremont will not pay for medical services or care under this Contract. Subscriber shall inform and encourage Members to appropriately use the 911 emergency response system in areas where the system is established and operating when Members have, or believe they have, an emergency psychiatric or medical condition that requires an emergency response.
- 2.8.2 Claremont provides twenty-four (24)-hour a day, seven (7) days a week Crisis Intervention telephone line for Members. Claremont will assess whether or not a clinical emergency exists and direct appropriate intervention, as well as assess the need for counseling or referrals for medical care and treatment.
- 2.8.3 Where there is no clinical emergency, but the Member has an urgent need to see a Provider to address a serious problem or condition, Claremont will schedule the Member with a Provider who will offer an appointment within an appropriate time frame.
- 2.8.4 Claremont will maintain a twenty-four (24)-hour a day, seven (7) days a week EAP telephone line for Members regarding EAP services. Members may call the EAP services line for confidential assistance and referral to counseling services from Claremont's network of Providers.
- 2.8.5 The EOC contains the full list of Benefits, limitations, and exclusions for EAP services for Members.
- 2.9 Member Cost-Share. There are no Co-Payments, deductibles, or other cost-shares required for a Member to access EAP services. Subscriber shall pay all fees for EAP services provided by Claremont under this Contract. Upon each call to the EAP services line, Claremont shall inform the Member of the number of visits he/she is entitled to receive under the Contract.

- 2.10 Supplemental Benefits. In addition to EAP services, Claremont also provides other supplemental benefits for Members that are listed and further described in the EOC (“**Supplemental Benefits**”). If Subscriber opts to receive Supplemental Benefits under this Contract, Subscriber shall pay Claremont for these services in accordance with the pricing terms set forth in the EOC.
- 2.11 Subscriber-Only Benefits. Claremont also will provide several Subscriber-only benefits designed for employers and their managers. The listing, description, and terms of these services for employers and managers are in Exhibit B, which is attached to this Contract and incorporated by this reference. If Subscriber opts to receive these services, Subscriber shall pay Claremont for these services in accordance with the pricing terms set forth in Exhibit B.
- 2.12 Additional Disclosures. Please refer to the EOC for additional disclosures that pertain to EAP services provided by Claremont.

SECTION III – TERM AND TERMINATION

- 3.1 Term. This Contract shall commence on the Effective Date and continue for a term of 60 months (the “**Initial Term**”). The Contract then shall automatically renew on the same terms and conditions for annual periods of 12 months (each a “**Renewal Term**”) at the end of the Initial Term and each Renewal Term unless either Claremont or Subscriber give the other notice of termination not less than sixty (60) days before the end the Initial Term or Renewal Term then in effect.
- 3.2 For Cause Termination. Either Party may at its option, terminate this Contract by notice to the other Party if the other Party breaches one of its obligations under this Contract and fails to cure that breach or default within a period of thirty (30) days after receiving notice identifying that breach. The rights described in this Section 3.2 to terminate this Contract shall be in addition to any other remedy available to the non-breaching Party, whether under this Contract or in law or equity, on account of that breach.
- 3.3 Termination for Fraud. Claremont reserves the right to cancel this Contract for fraud or deception by Subscriber in obtaining this Contract or in the use of EAP services by Members. Claremont also reserves the right to cancel the coverage of any Member under this Contract for fraud or deception in the use of EAP services by that Member or person claiming to be a family member or dependent of that Member. Claremont shall send Subscriber a notice of cancellation prior to the effective date of such cancellation.
- 3.4 Termination for Non-Payment of Premiums. In accordance with Health & Safety Code Section 1365 and 28 CCR Section 1300.65, Claremont may terminate this Contract for cause if payment for services rendered becomes one hundred and five (105) days past due. If payment for services rendered becomes thirty (30) days past due, Claremont will provide Subscriber with a Notice of Cancellation for Nonpayment of Premiums and Grace Period. The Grace Period extends seventy-five (75) days from the date the Notice of Cancellation for Nonpayment of Premiums and Grace Period is sent and 105 days from the due date of the original payment. If payment for services

rendered becomes seventy-five (75) days past due, Claremont will provide Subscriber thirty (30) days final notice of intent to terminate the contract for nonpayment. If Claremont does not receive payment within those thirty (30) days, Claremont may terminate the Contract. Member coverage will terminate as provided in the Notice of Cancellation for Nonpayment of Premiums and Grace Period. If Claremont cancels or declines to renew this Contract, Claremont shall mail a notice of cancellation to Subscriber at Subscriber's address of record.

- 3.4.1 *Reinstating Contract.* Claremont may accept payment after the termination of coverage as provided in the Notice of Cancellation for Nonpayment of Premiums and Grace Period. If Claremont accepts payment, the Contract shall be reinstated as though it had never been cancelled. After termination, Claremont will permit reinstatement of the Contract as if it had not been terminated, once during any twelve (12)-month period, if Subscriber pays the delinquent fees prior to the next payment date.
- 3.4.2 *Subscriber's Duty to Notify Members.* Subscriber is required to promptly provide its Members a legible, true copy of any notice of cancellation received from Claremont. Subscriber will provide Claremont with proof of the date of mailing, in the form of an attestation from individual performing the mailing, within five (5) business days of the date that Claremont provided notice of cancellation. Member coverage will terminate as provided in the Notice of Cancellation for Nonpayment of Premiums and Grace Period.
- 3.5 Payment during Termination Period. Subscriber is responsible for payment of Premiums under Section 2.3 until the effective date of termination. Claremont shall within thirty (30) days return any pro rata portion of fees paid to Claremont by Subscriber for any payment that has been received for any unexpired period, less any amounts due Claremont.
- 3.6 Notice of Termination. Subscriber shall provide its Members notice of any termination under this Section III.
- 3.7 Review by the DMHC. If Subscriber alleges that this Contract has been or will be improperly cancelled, rescinded, or not renewed, Subscriber may request a review by the Director of the DMHC pursuant to Health & Safety Code Sections 1365 and 1368.
- 3.8 No Additional Referrals. Claremont will not refer or accept additional eligible Members for EAP services after the date of termination of this Contract.
- 3.9 No Retroactive Termination. Claremont does not engage in retroactive termination, and Members covered under this Contract will not be held retroactively responsible for any services provided to them by Claremont.
- 3.10 Provider Contract Termination. Upon termination of a Provider contract, Claremont will pay the Provider to complete all Member EAP sessions remaining for sessions in progress, unless Claremont makes reasonable and clinically appropriate provision for the assumption of such services by another contracting Provider. In either case, no costs will be incurred by Subscriber

or any Member due to this Provider contract termination event. Claremont will provide sixty (60) days' written notice to Member/Subscriber of any termination or breach of contract by, or inability to perform of, any contracting Provider if Member/Subscriber may be materially and adversely affected thereby.

SECTION IV – CONFIDENTIALITY

- 4.1 Confidentiality. Subscriber shall not disclose or cause to be disclosed any Confidential Information or proprietary information, records, or other documents relating to the practice, services, operations or business of Claremont that Subscriber obtains during the term of this Contract except as necessary to perform its obligations under this Contract.
- 4.2 The term “**Confidential Information**” shall mean any business strategies, designs, plans and procedures, software, tools, processes, forecasts, projections, methodologies, data, reports, agreements, intellectual property, client lists, and trade secrets of Claremont and any information, including personal information, of or relating to Claremont and its affiliates, employees, clients, customers, agents, suppliers, and licensors (including their intellectual property and other proprietary information), or other proprietary information of Claremont marked confidential or identified as confidential by Claremont at the time of disclosure to Subscriber.
- 4.3 Member Information. The Parties shall use and disclose all patient information only in accordance with all applicable laws and regulations, including without limitation the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH**”), California Civil Code § 56 *et seq.*, and any implementing regulations promulgated under those statutes, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, and any other HIPAA or HITECH amendments or implementing regulations.
- 4.4 Records Maintenance. Claremont will maintain confidential records regarding EAP services provided to Members for a period of seven (7) years or for a longer period otherwise required by law. All records that Claremont prepares and maintains are the sole property of Claremont, unless otherwise provided by law, and will be confidentially retained by Claremont during the term of the Contract and if the Subscriber Contract terminates or expires.

SECTION V – INDEMNITY AND INSURANCE

- 5.1 Indemnity. Claremont shall indemnify, defend, protect, and hold harmless Subscriber and its employees from and against any and all claims, damages, suits, judgments, liabilities, losses, court costs, and expenses, including reasonable attorney's' fees, to the extent due Claremont's gross negligence, or intentional misconduct in performing its obligations under this Contract. Subscriber agrees to assume the risk of and liability for and shall indemnify, defend, protect, and hold harmless Claremont and its officers, agents, and employees from and against any and all claims, damages, suits, judgments, liabilities, losses, court costs, and expenses, including reasonable attorneys' fees, to the extent due to the negligence or intentional misconduct by Subscriber or its

employees/representatives.

- 5.2 Insurance. Claremont will maintain, during the term of this Contract, general liability professional malpractice insurance in the minimum amount of one million dollars (\$1,000,000) per each occurrence limit and three million dollars (\$3,000,000) aggregate limit. Claremont requires its contracted Providers to maintain professional liability insurance of not less than one million dollars (\$1,000,000) per claim and a three million dollars (\$3,000,000) aggregate limit.
- 5.3 Data Security: Claremont EAP shall preserve, and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of Subscriber data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Claremont EAP and/or its sub-consultants or vendors. Claremont EAP agrees to, and shall ensure that its sub-consultants or vendors, comply with the Subscriber's current and future information security policies, standards, procedures, and guidelines, as provided in advance to Claremont EAP.
- 5.4 Encryption Requirements: Claremont EAP shall encrypt, and shall ensure that its sub-consultants or vendors encrypt, confidential information whether the data is in transit, or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g. PHI, ePHI).
- 5.5 Security Breach: Claremont EAP shall comply, and shall ensure that its sub-consultants or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of PII, or PHI or other event requiring notification by Claremont EAP under applicable laws. In the event of a breach, or other event requiring notification under applicable law, Claremont EAP shall:
- Notify the Subscriber by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Claremont EAP or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.
 - Assume responsibility for informing all such individuals in accordance to the extent the breach of security, intrusion, or unauthorized use or disclosure of information is due to the fault of Claremont EAP, including its agents or subcontractors, with applicable federal or state laws or regulations.
 - Provide indemnity and other protection as specified therein, solely to the extent Claremont EAP, including its agents or subcontractors, is at fault for the breach and has an indemnification obligation under this Contract.
- 5.6 Request to Audit: Claremont EAP will accommodate and upon reasonable prior written notice by

Subscriber and no more frequently than one annually, work with Subscriber and/or its subcontractors to submit to a random information security audit. This is to ensure that Claremont EAP's and/or vendor's information security practices or standards comply with Subscriber's information security policies, standards, procedures and guidelines. Claremont EAP shall ensure that its sub-consultants or vendors comply with this requirement.

- 5.7 Cyber Risk Insurance Requirements: Claremont EAP shall include, and shall ensure that its sub-consultants or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards, as provided in advance to Claremont EAP.

SECTION VI – SOFTWARE/COMPUTER APPLICATION ONLINE ACCESSIBILITY

- 6.1 Accessibility: Subscriber policy requires that all Subscriber websites and web-based applications must be accessible to staff members and members of the public with disabilities.

- a. Standards. Claremont EAP shall certify that all Electronic and Information Technology (“EIT”) products, services, or other deliverables (collectively “EIT Deliverables”) furnished under the Contract comply with the following accessibility standards, as applicable to the EAP services:
- i. Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

The foregoing standards shall collectively be referred to hereinafter as “County Accessibility Standards.” For the purposes of this Contract, the term “EIT” shall include Information Technology (as defined below) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information including, but not limited to equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term “Information Technology” includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

- 6.2 Noncompliant EIT; Obligation to Cure. If Subscriber, in its reasonable discretion, determines that any EIT Deliverable under this Contract does not comply with County Accessibility Standards, Subscriber will promptly inform Claremont EAP in writing. Upon such notice, Claremont EAP shall, without charge to Subscriber, repair or replace the non-compliant EIT Deliverables within such period of time as reasonably specified by Subscriber in writing. If the required repair or replacement is not completed within the time specified, Subscriber shall have the right to do any or all of the following, without prejudice to Subscriber's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order
- b. Terminate this Agreement pursuant to the provisions; and/or
- c. In the case of custom EIT developed by Claremont EAP for Subscriber, Subscriber may have any necessary changes or repairs performed by itself or by another contractor. In such event, Claremont EAP shall be liable for all reasonable expenses actually incurred by

Subscriber in direct connection with such changes or repairs.

- 6.3 Upgrades Upon Renewal or Extension. Notwithstanding the foregoing, Subscriber may accept EIT Deliverables that are not strictly compliant with County Accessibility Standards if Subscriber, in its sole and absolute discretion, determines that acceptance of such products or services is in Subscriber's best interest. For every EIT Deliverable accepted by Subscriber that does not fully comply with County Accessibility Standards, Claremont EAP shall, at the discretion of Subscriber, make every reasonable effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, upon the renewal or extension date of this Agreement.
- 6.4 Warranty; Indemnity. Claremont EAP represents and warrants (i) that its EIT Deliverables will be accessible to the full extent required hereunder and (ii) that it shall defend, indemnify and hold Subscriber harmless from and against any and all claims and expenses, including reasonable attorneys' fees and litigation expenses, that may be incurred by or asserted against Subscriber, its officers, directors, agents, or employees arising out of or related to Claremont EAP's breach of this Article 6.
- 6.5 Content Online Accessibility. Subscriber policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- a. Standards: All vendors responsible for preparing content intended for use or publication on a Subscriber-managed or Subscriber-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the Subscriber's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the Subscriber's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>. The Party's agree that Claremont EAP's website and its member portal are neither Subscriber-managed nor Subscriber-funded websites under this provision.
- b. Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Claremont EAP shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Claremont EAP agrees to reasonably cooperate with Subscriber staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.
- c. Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with Subscriber's Web Site Accessibility Policy shall be the responsibility of Claremont EAP, as applicable to the Contract. If Subscriber, in its reasonable discretion, determines that any deliverable intended for use or publication on any Subscriber-managed or County-funded Web site does not comply with County Accessibility Standards, Subscriber will promptly inform Claremont EAP in writing. Upon such notice, Claremont EAP shall, without charge to Subscriber, repair or replace the non-compliant materials within such period of time as reasonably specified by Subscriber in writing only as required to comply with the Web Site Accessibility Policy as applicable to the EAP services. If the required repair or replacement is not completed within the time specified, Subscriber shall have the right to do any or all of the following, without prejudice to Subscriber's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order;
 - b. Terminate this Agreement pursuant to the provisions; and/or

- c. In the case of custom EIT developed by Claremont EAP for Subscriber, Subscriber may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all reasonable expenses actually incurred by Subscriber in direct connection with such changes or repairs.

SECTION VII – MISCELLANEOUS TERMS

- 7.1 Proposed Changes. Claremont guarantees that rates will remain unchanged throughout the initial term of the Agreement. Claremont will not propose an increase in costs or a change in Benefits without providing thirty (30) days’ advanced written notice to Subscriber.
- 7.2 Grievances. The “800” telephone number for use by Members for filing complaints and Grievances with Claremont is 1-800-834-3773.
- 7.3 Hold Harmless. No Member shall be liable for any payments due from Claremont to Providers if Claremont fails to pay Providers.
- 7.4 COBRA. Subscriber shall notify Claremont if EAP services are to be included in Subscriber’s benefit plans subject to COBRA.
- 7.5 Distribution of EOC. Subscriber shall distribute the EOC in Exhibit A to Members upon enrollment and annually thereafter during the term of this Contract.
- 7.6 Waiver and Amendment. No waiver, modification, or amendment of this Contract is valid unless in writing and duly executed by both Parties.
- 7.7 Assignment. Subscriber may not assign or delegate any obligations or rights under this Contract without the prior written consent of Claremont.
- 7.8 Successors and Assigns. Except as otherwise expressly provided in this Contract, this Contract will be binding on, and will inure to the benefit of, the successors and permitted assigns of the Parties. Nothing in this Contract is intended to confer upon any party (other than the Parties or their respective successors and permitted assigns) any rights or obligations under or by reason of this Contract, except as expressly provided in this Contract.
- 7.9 Governing Law. This Contract is to be interpreted under the laws of the State of California, without regard to its conflict of laws principles, and is intended to be consistent with the requirements of the Knox-Keene Health Care Service Plan Act of 1975, as amended. The Plan is subject to the requirements of Chapter 2.2 of Division 2 of the Code and of Chapter 1 of Title 28 of the California Code of Regulations. The provisions of said Act will bind the parties regardless of any contrary wording in this Subscriber Contract. Any provision of the Act or Rules required to be in this Subscriber Agreement shall bind the Plan whether or not provided herein. Both Parties will comply with applicable laws in the performance of their obligations under this Contract.
- 7.10 Notices. All notices by either Party shall be to the addresses indicated below (or such other addresses as the parties may designate):

To Subscriber: Notice: Human Resources Benefits Unit
County of Sonoma
575 Administration Dr., Ste 117C
Santa Rosa, CA 95403
Attention: Cheryl Thibault, Benefits Manager

To Claremont: Claremont EAP
2 Park Plaza, Suite 1200
Irvine, CA 92614

- 7.11 Language Assessment. Subscriber shall complete and return Claremont's language assessment survey for Subscriber's Members within thirty (30) days of the effective date of the Contract and every three (3) years after the effective date of the Contract during the term of this Contract, in accordance with Health & Safety Code § 1367.04 and 28 C.C.R. § 1300.67.04.
- 7.12 Relationship of the Parties. Claremont agrees its relationship to the Subscriber during the term of this Contract is that of an independent contractor, and as such, Claremont has no right or authority to commit or otherwise obligate Subscriber or any of its affiliates to any third party in any manner. Claremont agrees that as an independent contractor, no Social Security or federal or state income tax will be deducted by Subscriber and no retirement and unemployment benefits, disability, old age, survivors, workmen's compensation, and hospital insurance or other benefits available to Members will accrue.
- 7.13 Anti-Discrimination. Claremont will not refuse to enter into any contract or will not cancel or decline to renew or reinstate any contract, and will not discriminate against any Member, Provider, or applicant because of race, religion, color, sex, age, marital status, handicap status, veteran status, sexual orientation, ancestry, or national origin. Claremont agrees that to the extent applicable to this Contract, Claremont will comply with all applicable provisions and requirements of Executive Order 11246, as amended by Executive Order 11375, setting forth the rules, regulations, and relevant orders of the Secretary of Labor, as well as California Statutes 12940 (Non-Discrimination in Employment), 12945 (Pregnancy Leave Non-Discrimination), and Section 504 of the Federal Rehabilitation Act of 1973 (Non-Discrimination of Handicap).
- 7.14 Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
- 7.15 Authorizations. Each Party warrants that it has the full right, power, and authority to enter into and fully perform its obligations under this Contract and that the execution, delivery, and performance of this Contract by that Party does not conflict with any other agreement to which it is a party or by which it is bound.
- 7.16 Interpretation. Each Party has had the opportunity to have counsel of its choice examine the provisions of this Contract, and no implication shall be drawn against any Party by virtue of the drafting of this Contract.
- 7.17 Recitals and Exhibits. The recitals and exhibits set forth in this Contract are made a part of the Contract by this reference.

SECTION VIII – ARBITRATION

- 8.1 Binding Arbitration. All disputes under this Contract that cannot be resolved informally must be submitted to binding arbitration under the commercial rules of Judicial Arbitration and Mediation Services (“JAMS”). By signing this Contract, Subscriber agrees that neither the Subscriber nor Members will retain any right to a trial by jury or a court trial in the case. It is understood that any dispute as to professional malpractice, that is as to whether any professional services rendered under this Contract were unnecessary or unauthorized or were improperly, negligently, or incompletely rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both Parties, by entering into this Contract, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.
- 8.2 Number of Arbitrators. For those disputes for which the total amount of damages claimed is \$200,000 or less, the Parties to the dispute shall select a single arbitrator who shall have no jurisdiction to award more than \$200,000.
- 8.3 Venue. The arbitration shall take place in Sonoma County, California, and judgment upon any award rendered by the arbitrator may be duly entered in any court in the State of California, having jurisdiction thereof. The Parties shall share the costs of arbitration equally, and each Party shall bear its own attorneys’ fees and costs.
- 8.4 Financial Hardship. In case of financial hardship, JAMS may determine that the Member may not be required to pay for the administrative costs of arbitration. Claremont will provide the Member, upon request, with an application for relief under this requirement. If JAMS does not grant such a request, Claremont shall, in cases of extreme hardship, assume all or a part of Member’s share of those administrative costs.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below, to be effective as of the Effective Date set forth above.

County of Sonoma

By: _____
Print Name: _____
Title: _____
Date: _____

Claremont Behavioral Services, Inc., dba Claremont EAP

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit A.

Claremont Behavioral Services Employee Assistance Program (EAP)

Combined Evidence of Coverage and Disclosure Form

You can request an interpreter at no cost to speak with Claremont Behavioral Services EAP Plan or a counselor. To request an interpreter or ask about written information in your language, first call Claremont EAP at 1-800-834-3773.

Usted puede solicitar un interprete a no costo para hablar con Claremont Behavioral Services EAP o con un consejero. Para pedir un interprete o preguntar acerca de informacion escrita en su idioma, primero debe llamar a Claremont EAP al numero de telefono 1-800-834-3773.

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM YOUR EAP SERVICES MAY BE OBTAINED.

Your employer has chosen Claremont Behavioral Services to provide Employee Assistance Program (EAP) services ("Claremont EAP"). All EAP services covered under this Plan will be provided by Claremont EAP Providers.

Claremont EAP is a private firm specializing in employee assistance programs. Claremont EAP is **not** an insurance company.

This combined Evidence of Coverage and Disclosure Form constitutes only a summary of the health plan. The health plan contract must be consulted to determine the exact terms and conditions of coverage.

Any questions? Call our Contact Center at 1-800-834-3773

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COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM

Welcome to Claremont Employee Assistance Program

Your employer has chosen Claremont EAP to provide Employee Assistance Program (“EAP”) services for you and your eligible dependents. Claremont Behavioral Services, Inc. (the “Plan”) is a specialized health care service plan licensed in California under the Knox-Keene Act to provide EAP services (“Claremont EAP”). This brochure is your COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM. Your employer has entered into a contract with the Plan.

This Combined Evidence of Coverage and Disclosure Form provides you with important information on how to obtain Covered Services and the circumstances under which Benefits will be provided to you. PLEASE READ IT CAREFULLY.

Keep this publication in a safe place where you can easily refer to it when you are in need of Covered Services.

Claremont Behavioral Services, Inc. Employee Assistance Program 2

Park Plaza, Suite 1200

Irvine, CA 92614

(800) 834-3773

Website: www.claremonteap.com

INTRODUCTION TO CLAREMONT EMPLOYEE ASSISTANCE PROGRAM

Claremont EAP is a Specialized California Health Care Service Plan providing an Employee Assistance Program headquartered in Irvine, CA.

When you receive Covered Services from an EAP Provider, you will not be responsible for paying any Co-Payment. You will not make Premium payments; your employer makes Premium payments on your behalf.

If you wish to know more information about any of the issues covered in this Combined Evidence of Coverage/Disclosure Form, you may request additional information from the Plan. Also, if you have any questions or concerns about Claremont EAP, call our Contact Center at the telephone number provided below. A representative in our Contact Center will be happy to assist you.

The Plan, operating as a specialized health care service plan, will provide you an appropriately qualified and licensed behavioral health care provider, acting within the scope of EAP practice and who possesses a clinical background, including training and expertise related to the delivery of employee assistance program services.

Organ Donation

The California Department of Managed Health Care requires Claremont EAP to notify you that each year, organ transplants save thousands of lives. Success rates are rising but there are far more potential recipients than donors. More donations are urgently needed. Organ and tissue donations may be used for transplants and medical research. Anyone age 18 or older and of sound mind can become a donor when he or she dies. Minors can become donors with parental or guardian consent. Please discuss a decision to become a donor with your family and physician. You may register as a donor by obtaining a donor card from the Department of Motor Vehicles. In California, you may also register online at: www.donatelifecalifornia.org.

Language Assistance

If you need interpreter services when you call us or when you get covered Services, please let us know. Interpreter services are available 24 hours a day, seven days a week, at no cost to you. For more information on the interpreter services we offer, please call our Contact Center.

Claremont Behavioral Services, Inc. Employee Assistance Program
2 Park Plaza, Suite 1200
Irvine, CA 92614
Telephone: (800) 834-3773

IMPORTANT TERMS

The following definitions apply to this Combined Evidence of Coverage and Disclosure Form:

BENEFITS mean those Covered Services a Member is entitled to receive under the applicable Claremont EAP Specialized Health Care Service Plan Contract.

BENEFIT YEAR means each twelve (12) month prior beginning on the Effective Date until the termination of the Specialized Health Care Service Plan Contract.

COBRA means Consolidated Omnibus Budget Reconciliation Act of 1985 for continued access to health insurance coverage to be provided to Members, and their dependents, of Subscribers with 20 or more eligible Members.

COMBINED EVIDENCE OF COVERAGE/DISCLOSURE FORM (EOC/DF) means this document issued to a Subscriber/Member setting forth the coverage to which the Subscriber or Member is entitled.

COMMUNITY RESOURCES are defined as publicly available behavioral health and/or chemical dependency treatment or counseling resources. Community Resources are not included under this specialized health care plan. Claremont may refer Members to Community Resources as a supplemental benefit, but any fees for such Community Resources are not included under this specialized health plan.

CO-PAYMENT means the amount, if any specified herein, which represents the Member's portion of the cost of Covered Services. There are no Co-Payments required of any Member. **COVERED**

SERVICES mean those services a member is entitled to receive under the Plan.

CRISIS INTERVENTION means the process of responding to a request for immediate services in order to determine whether or not a medical-psychiatric emergency or urgent situation exists and to otherwise assess the needs for counseling, referrals to community resources, and/or referrals to medical psychiatric services.

EFFECTIVE DATE means the actual calendar date when the Specialized Health Care Service Plan Contract becomes effective. The date is found on page 1, line 1 of the Subscriber Contract.

EMERGENCY MEDICAL CONDITION means a medical condition manifesting itself by acute symptoms of sufficient severity including severe pain such that the absence of immediate medical attention could reasonably be expected to result in placing the patient's health in serious jeopardy, serious impairment, or serious bodily or psychological harm to you or others.

EMERGENCY SERVICES includes medical screening, examination and evaluation by a physician, or other appropriate Providers under the supervision of a physician to determine if an Emergency Medical Condition exists, and if it does, the care, treatments, and surgery by a physician necessary to relieve or eliminate the Emergency Medical Condition. Emergency Services also include screening examination and evaluation by an MD psychiatrist, physician, or other applicable Providers within the scope of their licenses to determine if a psychiatric medical condition exists and the care and treatment necessary to relieve or eliminate the psychiatric Emergency Medical Condition.

EMPLOYER means an organization that has contracted with the Plan to provide employee assistance services to its eligible employees and dependents and who is responsible for payment to the Plan.

EXCLUSIONS mean services that are not covered under the Plan.

FRAUD includes the deliberate submission of false information by a Provider, Subscriber, Plan Member, Plan employee or other individual or entity, to gain an undeserved payment on a claim or false information relating to the number of Members covered under the Subscriber Contract with the Plan or false information relating to making formal management referrals or deceptive practices that violate the confidentiality of the Member and demands for confidential Member information that would violate federal and state law governing confidentiality and professional codes of ethics for employee assistance program services, Providers, and mental health professionals.

GRIEVANCE means a written or oral expression of dissatisfaction regarding the Plan and/or a Provider, including quality of care concerns, and shall include a complaint, dispute, and request for reconsideration or appeal made by a Member or the Member's representative. Where the Plan is unable to distinguish between a Grievance and an inquiry, it shall be considered a Grievance.

INCIDENT means a newly emergent issue or occurrence and the related causes and consequences of such issue or occurrence that disrupt the relevant Member's personal functioning, health, state of mind, and/or quality of life. Examples include, but are not limited to, marital, family or personal relationship problems, emotional concerns, and substance abuse. A single Incident may manifest itself in multiple ways or over an extended period of time. For example, clinical depression is a single Incident that might affect or arise from several facets of a Member's life, such as his or her personal, marital, and work relationships. Claremont EAP shall make the final determination of what constitutes an Incident.

MEMBER means (1) the covered employee of a Subscriber organization ("Employee Member"); (2) an Employee Member's (a) dependent child, up to and including children twenty-six (26) years old and regardless of whether the dependent child resides in the Employee Member's household (provided the dependent child resides within the approved Coverage Area), and (b) family member (including but not limited to an Employee Member's child, stepchild, adopted child, foster child, spouse, domestic partner, parent, or parent-in-law) resident in the Employee Member's household ("Dependent Member," see "Eligibility" section).

PLAN means Claremont Employee Assistance (EAP) Plan.

PREMIUM means the sum of money paid to the Plan that entitles the Member to receive the Covered Services provided by the Plan (Claremont Employee Assistance Program) as outlined in this Evidence of Coverage and Disclosure Form.

PROVIDER includes a clinical psychologist (Ph.D.), licensed clinical social worker (LCSW), marriage family and child therapist (LMFT) or Licensed Professional Clinical Counselor (LPCC) who provides Covered Services, including EAP assessment, referral and short-term counseling services, to Members under the Plan and who has agreed to accept negotiated rates as payment in full for services provided to Members.

SERVICE AREA means the geographic area within which the Plan will provide services. The Service Area is designated by zip codes listed within this Evidence of Coverage .

SESSION means an outpatient visit with a Provider conducted on an individual/family basis during which counseling services are delivered.

SPECIALIZED HEALTH CARE SERVICE PLAN CONTRACT means a contract for health care services in a single specialized area of health care, for Subscribers or Members, or which pays for or which reimburses any part of the cost for those services, in return for a prepaid or periodic charge paid by or on behalf of the Subscribers or Members.

SUBSCRIBER means the entity that is responsible for payment to the Plan. The employer organization contracting with the Plan for EAP services is responsible for payment to the Plan.

SUBSCRIBER CONTRACT means the contract between the Subscriber and Claremont EAP for the provision of EAP Benefits to eligible employees and dependents of employees.

OBTAINING YOUR EAP BENEFITS

Please read the remainder of this Combined Evidence of Coverage and Disclosure Form to fully understand how to use your Claremont Employee Assistance Program Benefits. Here's how to get started:

1. For confidential assistance, call our toll-free EAP number 24 hours a day: 800-834-3773.
2. An Intake Counselor will take your contact information and name of the covered employee's employer, assess your situation, and use that information to find the appropriate Provider in the area close to your home or work, as you prefer it.
3. All EAP services must be authorized prior to receiving services. Our Intake Counselors will assist you in completing the prior authorization process. It is important that you provide the Intake Counselor on the telephone with some detail regarding your concerns and preferences so that the Intake Counselor can refer you to a provider with the experience to best meets your needs.
4. The maximum number of visits provided under the Subscriber Contract are authorized by the Intake Counselor at the time of the telephone call. Once services have been authorized, Claremont EAP will provide you with the name(s) of a practitioner(s) appropriate for your issue, and you can contact the practitioner directly to schedule an appointment at a time that is convenient for you. If you do not reach the practitioner right away and have not received a call back within one business day, please call our Contact Center for assistance.
5. Claremont will notify the practitioner first so your call will be expected. There are no paperwork, claim forms or fees. This is an easy, no-cost service to help address a range of personal and professional issues.
6. Counseling sessions are conducted in person by the referred provider, unless other arrangements are made to the satisfaction of the Member.

PRINCIPAL EAP BENEFITS AND COVERAGE

This section summarizes the Covered Services provided to Members.

The Plan provides clinical assessment, counseling and referral for a variety of Incidents including, but not limited to:

- Marital or Relationship Difficulties
- Family and Child Problems
- Stress/Anxiety
- Depression
- Grief and Loss
- Substance Abuse
- Domestic Violence
- Job Performance Issues
- Crisis Intervention
- Communication and/or Conflict Issues

The services offered by the Claremont EAP include problem assessment and counseling. Formal medical diagnoses or ongoing treatment services are not provided. The EAP services provided to you may include referring you to non-covered community resources for ongoing assistance on a fee-for-services basis. You are responsible for the payment of any cost or fees for such non-covered services.

LIMITATIONS AND EXCLUSIONS

The Covered Services you are entitled to are limited to a maximum of 6 visits per Incident per Benefit Year. Covered Services are also limited as follows:

1. Providers do not render services that are outside of the scope of their training, abilities, or experience.
2. Services provided by non-contracted providers are not covered, unless prior written authorization has been provided by the Plan.

Some services are not covered. Claremont EAP can help you determine if exclusions apply to you. The following services are specifically excluded:

1. Any service that has not been pre-authorized by Claremont EAP.
2. Services not listed under the section entitled "Principal EAP Benefits and Coverage" are not covered.
3. Child custody determinations.
4. Legal action taken against Member's employer or any consultation related to employment law.
5. Aversion Therapy.
6. Biofeedback and hypnotherapy.
7. Court-ordered services, including services required as a condition of parole or probation.

8. Services for remedial education, including evaluation or treatment of learning disabilities or minimal brain dysfunction; developmental and learning disorders; behavioral training; or cognitive rehabilitation.
9. Treatment or diagnostic testing related to learning disabilities, developmental delays, or educational testing or training.
10. Services received from a non-contracting Provider, unless prior written authorization is provided by the Plan.
11. Psychological testing.
12. Examinations and diagnostic services in connection with the following: obtaining or continuing employment; obtaining or maintaining any license issued by a municipality, state, or federal government; securing insurance coverage; foreign travel or school admissions.
13. Services of a psychiatrist (M.D.), including medication management or medication consultation.
14. Prescription drugs.
15. Inpatient, Outpatient, or Residential services for behavioral health or substance abuse treatment.

SECOND OPINION

If a Member has questions about an EAP provider's assessment of their problem or the action plan developed with such provider, or if the EAP provider is unable to make an assessment, the Member may contact Claremont EAP to discuss the assessment or action plan. The Member may also contact Claremont to discuss any concerns or questions they have if their problem is not improving within an appropriate time period. The Member may contact Claremont's Intake Counselors to request a second opinion. If a second opinion is appropriate, the Member will be referred to an appropriately qualified professional – a licensed behavioral health care provider acting within the scope of his or her practice, who has a clinical background, including training and expertise, in connection with the condition or conditions for which the Member requested a second opinion. In such circumstances, there is no cost to the Member for a second opinion.

In a case involving an imminent, serious health threat, the Member's request will be processed on an expedited basis. A second opinion will be authorized or denied within 72 hours after Claremont's receipt of the request. For additional information regarding the availability of a second opinion, the Member can call Claremont EAP's Contact Center at 800-834-3773.

If a request for a second opinion is denied, the Plan will notify the requesting Member in writing of such decision with the reasons for the denial. A Member has the right to file a Grievance with the Plan for a denial of a request for second opinion. Please see the section on "Complaint, Grievance, and Appeals Procedures" for information regarding submission of a Grievance to the Plan.

CHOICE OF PROVIDERS

Listed services are provided through Providers who have agreed to enter into a written contract with Claremont EAP.

- All contracting Providers are appropriately licensed professionals who function as EAP counselors within the scope of employee assistance services and shall comply with professionally recognized standards of practice and all applicable state and federal laws.
- EAP Providers may be licensed as Marriage Family and Child Therapists (LMFT), Licensed Clinical Social Workers (LCSW), Licensed Professional Clinical Counselor (LPCC) and Clinical Psychologists (Ph.D.). All perform EAP counseling within the defined scope of EAP services.

If the Plan is unable to offer the Member access to a contracted Provider within reasonable accessibility and time limits, the Plan may authorize Covered Services with a non-contracted provider. The Member must obtain prior authorization. Additionally, if there is a provider that is not currently contracted with Claremont EAP, a Member may also submit a prior authorization request to see that provider. If prior authorization is obtained, Claremont EAP will arrange for payment to the non-contracted provider – you do not need to make any payment to the non-contracted provider. If prior authorization is not obtained, you may be responsible for payment to the non-contracted provider.

You do not need to make payment to a provider for any Covered Services that have been pre-authorized by Claremont EAP. Notify us if your provider attempts to collect payment for pre-authorized Covered Services or if you make any such payment to a provider by calling our Contact Center.

Please ensure that you make every effort to attend all appointments on time. In the event any Member does not show up for a scheduled appointment and has not provided at least 24 hour notice prior to the appointment, one visit will be deducted from the number of visits Member is entitled to for that Benefit Year. A visit will not be deducted from the number of visits the Member is entitled to if the Member is unable to give 24 hours' notice due to circumstances beyond the Member's control.

FACILITIES

You may obtain information regarding the identity and location of Provider facilities by contacting Claremont EAP by telephone at (800) 834-3773.

CONTINUITY OF CARE

1. Terminated Providers – Should the Provider, or the Plan terminate a provider contract, Members may request continuity of care for assessment and referral, or counseling services that began prior to the date of termination. The Plan will authorize and cover the completion of remaining services. The Plan will provide you written notice prior to the termination of any contracting EAP Provider. The notice will include information on how to request continuity of care.
2. New Employee – any new Member involved in a current episode of short-term counseling with a prior employee assistance program (EAP) service Provider at the time their employer terminated the prior EAP contract, may request continuity of care to continue counseling with that Provider under the former plan. Such new Member will be allowed a reasonable transition period to continue his or her course of treatment with the prior EAP service Provider. The Plan will authorize and cover the completion of the remaining services, up to the limits of the number of counseling Sessions to be provided by the Plan under the new Subscriber Contract. The Plan will

not attempt to offer or cover continuity of care beyond the scope of employee assistance services and its licensed capabilities.

OBTAINING EMERGENCY SERVICES

In the event that a Member is having or believes that he/she is having a medical or psychological emergency, the Member or dependent should call 911 or go to the nearest hospital emergency room. Medical/psychiatric emergencies and services for medical emergency or other medical/psychiatric care are not Covered Services and will not be paid by the EAP.

Members are encouraged to use appropriately the "911" emergency response system, in areas where the system is established and operating, when they have, or believe they have, an emergency psychiatric or medical condition that requires an emergency response.

CRISIS INTERVENTION

Your EAP provides 24-hour telephone Crisis Intervention. The EAP will provide appropriate intervention.

Where there is no Crisis, but the Member or dependent has an urgent need to see a Provider immediately to address a serious problem or condition, the EAP will schedule the Member with a Provider who will offer an immediate appointment within an appropriate time frame.

INDEPENDENT MEDICAL REVIEW

A member may request an independent medical review in accordance with the Independent Medical Review System established under Article 5.5 of the Health and Safety Code (section 1374.30 et seq.).

ELIGIBILITY, ENROLLMENT, EFFECTIVE DATE, AND RENEWAL PROVISIONS

ELIGIBILITY

To be eligible for services under the Plan, your employer must have executed a Specialized Health Care Service Plan Contract ("Subscriber Contract") with Claremont EAP.

Your employer makes the determination of who is eligible to participate and who actually participates in the Plan. Disputes or inquiries regarding eligibility, including rights regarding renewal, reinstatement and the like may be referred by Claremont Employee Assistance Program to your employer for determination.

If an Employee Member is terminated from employment and he or she returns to active employment with Subscriber, such Member and his or her eligible dependents may again become eligible.

Dependent coverage is included in the Plan. Dependent Members are defined as follows:

1. The lawful spouse or domestic partner of the Employee Member.
2. An Employee Member's dependent child, up to age twenty-six (26), irrespective of the dependent child's place of residence, marital, financial, or student status, providing, however, that the

dependent child resides within the approved Coverage Area. Dependent adopted children, stepchildren, and foster children are covered from and after the date of placement. Dependents are eligible for coverage on the date the Employee Member becomes eligible for coverage, or as of the date a covered Employee Member acquires such dependent.

3. Coverage will not terminate while a dependent child is and continues to be (1) incapable of self-sustaining employment by reason of physically or mentally disabling injury, illness, or condition; and (2) chiefly dependent upon the Employee Member for support and maintenance, provided the Member furnishes proof of such incapacity and dependency to Claremont Employee Assistance Program within sixty (60) days of the child attaining the limiting age set forth in paragraph 2 above, and every two (2) years thereafter, if requested by the Plan.
4. In addition to the above, Employee Members' family members (including a child, spouse, domestic partner, parent and parent-in-law), if residing in the Employee Member's household, are eligible for Covered Services under the Plan.

Dependent Members, as described above, who do not reside within the Plan's approved service area are not automatically enrolled in the Plan, and the Plan is not required to provide Covered Services to Dependents who do not reside within the approved Service Area. Out-of-area Dependents seeking Covered Services may request authorization from the Plan prior to obtaining such services. Any Covered Services rendered to out-of-area Dependents which have not been pre-authorized by the Plan will not be paid for by the Plan.

ENROLLMENT

All eligible Members who live or work within the Plan's Service Area are automatically enrolled with Claremont EAP and qualified to receive Covered Services.

EFFECTIVE DATE OF COVERAGE

The beginning of eligibility coverage is determined by the Specialized Health Care Service Plan Contract Effective Date. Subscriber employees whose employment with a Subscriber begins after the effective date of the Specialized Health Care Service Plan Contract are covered as Members as determined by the contract and the Member's Subscriber employer benefit policy.

RENEWAL PROVISIONS

Your employer (the Subscriber) and the Plan will decide the continued coverage and renewal of Benefits pursuant to the terms of the Subscriber Agreement. The Plan reserves the right to modify the provisions of this contract, including provisions relating to premiums. Any notification of termination, nonrenewal, or change in Benefits will be communicated to you by the Subscriber.

SUPPLEMENTAL BENEFITS

In addition to EAP benefits, enrollees of Claremont EAP also have access to other services. Claremont EAP will provide the services described below during normal business hours at designated office locations at the request of enrollees and upon prior authorization by Claremont EAP.

Service	Description	Amount
Legal Consultations	Provide Members with one initial telephonic or in-person 30-minute legal consultation, per issue, with a qualified legal professional. A 25% discount is available for any legal services beyond the initial consultation. Attorneys have expertise in areas such as family law, consumer issues, traffic violations and personal injury, etc. A "Simple Will" kit is available to each Covered Individual upon request.	Consultations: One (1) per issue. Will Kits: One (1) per Covered Individual.
Financial Consultations	Provide Members with one 30-60 minute telephonic or in-person consultation, per issue, with a financial specialist to such Covered Individuals with budgeting, retirement planning, debt consolidation, financial planning, stock option plans, auto and real estate purchasing issues. Credit reports for Covered Individuals are available upon request.	Consultations: One (1) per issue. Credit Reports: One (1) per Intake Year per Covered Individual
Child Consultations and Referrals	Provide Members with one telephonic consultation per issue to assist with child care and parenting issues; provide referrals to family day care homes, infant centers, pre-schools, before/after school programs, sick/emergency care, in-home options, and care for special needs children.	Unlimited Consultations and Referrals.
Elder/Disabled Consultations and Referrals	Provide Members with one telephonic consultation per issue to assist with elder care and disabled adult issues; provide referrals to elder/disabled care providers and/or support services for those issues.	Unlimited Consultations and Referrals.
Pet Care Referrals	Provide Members with one telephonic consultation per issue; provide referrals to vets, animal hospitals, pet services, groomers/boarders, transportation services, pet insurance, and obedience classes for their pets; provide educational materials including tip sheets and checklists also provided.	Unlimited Consultations and Referrals.

Adoption Assistance	Provide Members with telephonic consultations about adoption options and the adoption process; provide referrals to public and private adoption agencies, adoption support organizations, single parent adoptions, adopting special needs children, step-parent adoptions, and international adoptions; provide educational materials including tip sheets and resource listings.	Unlimited Consultations and Referrals.
School and College Selection Assistance	Provide Members with telephonic consultations about school and college selection issues; provide referrals to elementary and secondary public/private schools and after school programs, state/private colleges and universities, test preparation courses, financial aid, educational consultants; provide educational materials including College Guidebook, SAT information, tip sheets, checklists, and resource listings.	Unlimited Consultations and Referrals.
Community Resources Referrals	Provide referrals for Members to available Community Resources for assistance with personal- or work-related issues affecting the quality of life of the Member requesting the referral (e.g., substance abuse programs, domestic violence support groups).	Unlimited referrals.
Convenience Referrals	Provide referrals for Members to available daily living services such as home repair, errand services, travel, entertainment and apartment locator services.	Unlimited referrals.
Wellness Referrals	Provide help with physician searches, medical support groups, fitness centers, diet & nutrition resources, alternative medicine and other resources	Unlimited referrals.

CONFIDENTIALITY AND RELEASE OF INFORMATION

The Plan will maintain the confidentiality of all Member EAP records except to the extent that disclosure is authorized by the Member in writing, or is otherwise mandated by federal and state law. All EAP case records are maintained in compliance with all federal and state laws protecting the confidentiality and

security of EAP records. The Plan maintains a comprehensive standard procedure on the confidentiality of case records that prescribes how Member case records are to be maintained.

Confidential information is maintained in accordance with the Federal Health Insurance Portability & Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH").

A STATEMENT DESCRIBING CLAREMONT'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST. You may request a paper copy of this Notice at any time by contacting the Plan at 800-834-3773. The Plan's Notice of Privacy Practices is also available on the Plan's Member website at www.claremonteap.com.

ANTI-DISCRIMINATION NOTICE

The Plan will not cancel, decline to renew, or decline to reinstate any Subscriber Contract, or refuse to enroll, accept, or renew any person as a Member, on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, or disability of any contracting party, prospective contracting party, or person reasonably expected to benefit from that contract as a Subscriber, Member, dependent, or otherwise.

ANTI-FRAUD PLAN

The Plan has established an Anti-Fraud Plan to identify and reduce the risk and potential costs to the Plan, and to protect its EAP Providers, Subscriber organizations and their Members, in the delivery of employee assistance services through the timely detection, investigation, and prosecution of suspected Fraudulent activities.

Subscribers and their Members should file a report of suspected or alleged fraudulent activities to Claremont EAP. The filing of any report will be treated confidentially and should be filed with the Plan's Vice President of Operations, who can be contacted by mail at 2 Park Plaza, Suite 1200, Irvine, CA 92614 or by telephone at 800-834-3773.

Any report of suspected or alleged fraudulent activities will be immediately investigated with strict confidentiality.

TERMINATION OF BENEFITS

In most cases, your coverage will end when the contract between your employer (Subscriber) and Claremont EAP is terminated. There are also some circumstances when your coverage may end even though the Plan's contract with your employer remains in effect, for example, when you are no longer eligible to receive EAP Benefits as a Member (employee or dependent), or the Plan no longer wants to provide services to you because of your conduct as described below.

Your coverage cannot be cancelled or not renewed because of your health status or your use of EAP services. If you believe this has happened you may send us a written complaint to the attention of the Contact Center as described in the "Complaint, Grievance, and Appeals Procedure" section of this Evidence of Coverage/Disclosure Form, or online at www.claremonteap.com, or by calling 800-834-3773. You may also request a review by the Director of the California Department of Managed Health Care.

- 1. Termination by your employer (Subscriber)** – Subscriber shall have the option to terminate this contract for cause upon ninety (90) days written notice to the Plan.
- 2. Termination by the Plan of contract with Subscriber for non-payment** – If your employer (Subscriber) fails to pay our fees, the Plan may terminate the Subscriber Contract for non-payment. The Plan will first give your employer thirty (30) days notice of our intent to terminate the Subscriber Contract for non-payment. If payment is not received within those thirty (30) days, we will terminate the contract, wherein your employer will furnish you notice of the termination. Ongoing treatment will not be interrupted due to non-payment or contract termination.
- 3. Termination of coverage based on your conduct** – The Plan reserves the right to cancel your coverage for Fraud or deception in the use of EAP services. "Fraud" includes knowingly making, or causing, or permitting to be caused false statements in order for you or another person to obtain EAP services to which you or the other person is not entitled. "Fraud" also includes any act that constitutes Fraud under applicable federal or state law. Cancellation is effective thirty (30) days after receipt of notice of cancellation.

If a Member believes the contract for EAP services has been or will be improperly cancelled or not renewed, the Member may request a review by the Plan or the Director of the Department of Managed Health Care pursuant to Section 1368 of the California Health and Safety Code.

The Plan does not engage in retroactive termination, and as a Member (employee or eligible family member) under your employer's Subscriber Contract, you will not be held retroactively responsible for any services provided to you by the Plan.

INDIVIDUAL CONTINUATION OF BENEFITS

ELECTING COBRA COVERAGE

Your employer is responsible for providing you notice of your right to receive continuing coverage under COBRA. Your employer is responsible for notifying the Plan of the duration of your eligibility.

If you terminate your employment with the Subscriber, you may elect to continue your EAP benefit through your employer under COBRA to continue receiving Benefits and Covered Services pursuant to the Subscriber Contract and this Combined Evidence of Coverage and Disclosure Form.

You must notify your employer that you elect to continue the EAP benefit. Your employer will include your name on a list of employees who have selected the EAP benefit under COBRA, and will provide the Plan

this updated list on a regular basis. If you elect to continue this benefit, you will be responsible for the premium payment. Your employer will provide you information on the monthly premium due for your continued coverage and the process for remitting payment through the employer. You will not be responsible for filing a claim for EAP services under COBRA.

LIABILITY OF SUBSCRIBER OR MEMBER FOR PAYMENT

CO-PAYMENT

There are no Co-Payments due or payable by Members. All Covered Services are paid for by the Plan.

PREPAYMENT OF FEES

Your employer is paying the monthly Premium for your EAP services. Neither you nor your dependents have any responsibility for payment of any Premiums or Co-Payments for EAP services provided to you under the Plan.

All EAP services are 100% paid for by your employer under the Subscriber Contract it maintains with the Plan. Under the terms of the Subscriber Contract, Members are required to access all EAP services through the Plan's EAP nationwide toll-free number, 800-834-3773, available to Members 24 hours/day, 7 days/week. You do not need to make payment to a provider for Covered Services that have been pre-authorized by Claremont EAP.

OTHER CHARGES

For services approved by Claremont, there are no copayments, coinsurance, or deductible requirements. However, if you continue to seek services after exhausting the approved number of Provider visits, you may be responsible for charges for such services.

LIABILITY FOR SUMS OWED BY CLAREMONT EMPLOYEE ASSISTANCE PROGRAM

California law requires that every contract between a Plan and a Provider must contain a provision that prohibits the Plan from holding you financially responsible for sums owed to a Provider by the Plan. In the event the Plan fails to pay a Provider for Covered Services, you will not be liable to that Provider for the amount owed by the Plan. In the event the Plan fails to pay a non-contracted provider for non-Covered Services, the Member may be liable to the non-contracted provider for the cost of services.

REIMBURSEMENT PROVISIONS

In the event you render payment to a Provider in exchange for provision of pre-authorized Covered Services, the Plan will reimburse you to the extent of such payment. If you believe you have improperly rendered payment for Covered Services, contact Claremont in accordance with the Grievance policy detailed below.

HOW CLAREMONT EAP COMPENSATES EAP PROVIDERS

The Plan will pay each of the contracting EAP Providers directly for Covered Services on a negotiated fee-for-service basis.

Claremont EAP does not pay financial bonuses or other incentives to the Plan Providers. Should you wish to know more about these issues, please call our Contact Center at 800-834-3773.

Providers are allowed to self-refer for continuing services beyond the scope of EAP services in specific situations in which the clinical need is best served by the Member remaining with the Provider for ongoing treatment services. In such cases, you will be responsible for payment for non-authorized services and the Plan will not pay for non-authorized services.

COMPLAINT, GRIEVANCE, AND APPEALS PROCEDURES

COMPLAINT/GRIEVANCE PROCESS

Claremont Employee Assistance Program has established a Grievance process for receiving and resolving Member complaints. If you experience any problem with services delivered through Claremont EAP, call the Contact Center at 800-834-3773. You may also submit a complaint or grievance online at www.claremonteap.com, or by mailing notice of your grievance to:

Claremont Behavioral Services, Inc. Employee Assistance Program
Contact Center
2 Park Plaza, Suite 1200
Irvine, CA 92614

The Clinical Director reviews any complaint involving care that has been received or denied.

A Grievance may be filed within 180 calendar days following any incident or action that is the subject of dissatisfaction.

The Plan will acknowledge in writing receipt of the Grievance within five (5) calendar days and will provide written resolution of the Grievance within thirty (30) calendar days of receipt.

If a Grievance requires urgent attention, the Plan shall expedite its review of the Grievance to be resolved no less than three calendar days of receipt of the Grievance.

Claremont EAP is committed to customer satisfaction as a key indicator of quality. Members and Providers have the right to file complaints and grievances and to attain resolution to their concerns promptly and appropriately.

A complaint is the same as a Grievance. A Grievance means a written or oral expression of dissatisfaction regarding the Plan and/or Provider, including quality of care concerns, and shall include a complaint, dispute, request for reconsideration or appeal made by a Member or Member's representative.

MEMBER PROCESS

Our Grievance policies and procedures have been developed to address Member complaints, quality of care and service issues, and appeals. Claremont EAP's grievance procedures will be communicated to all Members at the time of membership and annually thereafter, by way of Claremont EAP's Combined Evidence of Coverage and Disclosure Form. The Grievance process, a printable Grievance form, and instructions for submitting Grievances online are described and available on Claremont EAP's website at www.claremonteap.com/contactus, or by calling 800-834-3773, or by writing sent to the following address:

Claremont Behavioral Services, Inc. Employee Assistance Program
Contact Center
2 Park Plaza, Suite 1200
Irvine, CA 92614

There are two categories of Member complaints. A non-clinical complaint expresses dissatisfactions that do not have a clinical component, including but not limited to interaction with staff or Provider, etc. Clinical complaints are directly related to the appropriateness of medical care, such as quality of care. All Grievances are acknowledged in writing within 5 days of receipt and are handled in a manner to allow closure within 30 days. Urgent Grievances involving an imminent and serious threat to the health of the patient, including but not limited to severe pain, potential loss of life, limb, or major bodily function, shall be handled on an expedited basis. In such cases, the Plan shall immediately notify the Member of the right to contact the Department regarding the grievance. The Plan will provide a written statement to the Member and the Department of Managed Health Care on the disposition or pending status of the urgent grievance within 3 calendar days of the receipt of the grievance by the Plan.

All borderline inquiries that may be complaints are treated as complaints. All quality of care Grievances are brought to the attention of the Clinical Director within 24 hours of receipt. All Grievances touching upon denials or delay of care due to medical necessity are handled by the Clinical Director with the participation, as appropriate, of members of the Quality Management Committee. A Grievance may be initiated by telephone, online, or in writing.

The Grievance system shall address the linguistic and cultural needs of its Member population. Assistance for those with limited English proficiency will be provided upon request.

The Clinical Director has responsibility for documenting Member concerns, for pursuing the resolution of issues, and for maintaining the tabulated records of the complaints. Data is aggregated monthly and reviewed by the Clinical Director and the Vice President of Operations.

After researching the issues, the Clinical Director communicates Claremont EAP's decisions to Members.

1. Claremont EAP provides Members with written responses including a clear and concise explanation of the reasons for Claremont EAP's decision.
2. In cases of delay, denial, or modification of services, the criteria used and the clinical reasons are presented to the Member, with an explanation of any medical necessity issue.
3. If Claremont issues a decision delaying, denying, or modifying health care services based on a finding that the proposed health care services are not a covered benefit under the contract that applies to the Member, the decision shall clearly specify the provisions in the contract that exclude that coverage.

With the assistance of Claremont EAP management, and in the case of quality of care issues, with the guidance of the Clinical Director, Member concerns will be resolved expeditiously. All levels of resolution or appeal will be completed within thirty (30) calendar days of the Plan's receipt of the Grievance.

REVIEW BY THE DEPARTMENT OF MANAGED HEALTH CARE

The California Department of Managed Health Care is responsible for regulating health care services plans. If you have a Grievance against your health plan, you should first telephone your health plan at 800-834-3773 and use your health plan's Grievance process before contacting the Department. Utilizing this Grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a Grievance involving an emergency, a Grievance that has not been satisfactorily resolved by your health plan, or a Grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number **(1-888-466-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The Department's internet website <http://www.hmohelp.ca.gov> has complaint forms, IMR application forms, and instructions online.

PUBLIC POLICY COMMITTEE

The Plan has established a Public Policy Committee, with the majority of the committee members being Plan Members from the Subscriber groups who contract for the Plan's EAP services. This committee meets at least quarterly and assists the Plan in establishing its public policy relating to services provided by the Plan, its Members, and contract Providers, to assure the comfort, dignity, and convenience of Members seeking EAP services for themselves, their families, and the public. Committee members shall have access to information from the Plan regarding public policy, including financial information and information about the specific nature and volume of complaints received by the Plan and their disposition.

In selection of Members, Claremont shall consider the makeup of its Member population, including but not limited to factors such as ethnic extraction, demography, occupation, and geography, as well as identifiable and individual group participation. Any such selection shall be conducted on a fair and reasonable basis. This does not require the Plan to maintain supporting statistical data.

If you are interested in becoming a member of the Public Policy Committee and would like more information, please call us at 800-834-3773.

ARBITRATION

All Grievances that are not resolved in the above manner shall be brought to binding arbitration. Arbitration is a way to solve disputes without filing a formal lawsuit or going to court. This is disclosed to Members and Providers in the Evidence of Coverage and Disclosure Form. These second level appeals of Claremont EAP decisions are brought to the immediate attention of the Board of Directors. Claremont EAP shall cooperate in the resolution of appeals within the commercial rules of Judicial Arbitration and Mediation Services, Inc. (JAMS), and the Member's fees will be waived in the case of financial hardship, as may be determined by the JAMS. Arbitration may be initiated by following the directions on JAMS website www.jamsadr.com.

All disputes arising under the Subscriber Contract that applies to the Member, including cases of alleged medical malpractice, will be resolved through neutral arbitration and neither the Subscriber nor Member will retain any right to a trial by jury or a court trial in the case.

It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompletely rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to the Subscriber Contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

You may file a complaint by phone, in writing, or online at www.claremonteap.com/contactus. Our toll-free number is 800-834-3773 or address your correspondence to:

Claremont Behavioral Services, Inc. Employee Assistance Program
Attention: Contact Center
2 Park Plaza, Suite 1200
Irvine, CA 92614

Neither the Plan nor any of its participating Providers will discriminate against a Member based on the filing of a Grievance. If you believe that you have been discriminated against due to your filing a Grievance, please notify us by calling the Contact Center at 800-834-3773.

SERVICE AREA

The Claremont Behavioral Services, Inc. service area includes all 58 counties within the state of California.

EXHIBIT B

SCOPE OF SERVICES

I. Services for Employers and Managers

Claremont will provide the following services during normal business hours, at the request of Managers and upon prior authorization by Claremont.

Service	Description	Amount
Employee Orientations	Provide virtual 15–30-minute orientation sessions for Employees for the purpose of educating such Employees regarding health, wellness, and work-related topics. Additional orientation materials are made available on-line.	Unlimited sessions with a minimum of 20 Employees in attendance.
Manager Orientations	Provide virtual, one-hour, training sessions for Managers to introduce them to the assistance and consultative aspects of the EAP. Additional orientation materials are made available on-line.	Unlimited virtual sessions with a minimum of 10 Managers in attendance.
Critical Incident Stress Debriefing (CISD) Services	Provide up to fifty (50) hours of on-site clinical counseling services at any one site on any one day with a trained specialist to respond to emergency situations such as an act of violence, death of a co-worker, robbery, or a natural disaster.	Up to fifty (50) hours per Contract Year.
Management / HR Consultations	Provide telephonic consultations with Claremont staff to Managers regarding Employees with personal- and/or work-related problems that affect Employee productivity.	Unlimited consultations.
Virtual/Onsite Seminars	Provide on-site/video seminars on various health and wellness subjects.	Up to fifty (50) hours per Contract Year.

Health Fairs	Provide information about the EAP, virtually at any one Employer-sponsored Health Fair, on any one-day.	One (1) eight-hour Health fair attendance allowed per year included. Additional hours/days can be provided at a fee for service rate
Utilization Reports	Issue utilization reports detailing utilization data and general observations and recommendations to Employer. Reports do not identify specific individuals accessing the program (under confidentiality laws).	Included.
Claremont Personal Advantage Website and Promotional Materials	Provide program communication materials such as flyers, posters, wallet cards and quarterly newsletters. Access to Claremont Personal Advantage website for Articles, Resources, Videos and Assessments about Health/Wellness, Legal/Financial, Webinars, Emotional Well-Being & Balanced Life.	Included.

II. Services for Covered Individuals

Claremont will provide the following services during normal business hours, at the request of Covered Individuals and upon prior authorization by Claremont.

Service	Description	Amount
Clinical Consultation Services	Provide Covered Individuals with one-on-one, in-person clinical consultations with Participating Providers to assist them with personal- and/or work-related issues affecting their quality of life. Clinical Consultation Services includes, but is not limited to, counseling for marital/family conflicts, substance abuse, work stress, and depression.	Six (6) consultations per issue per Member per calendar year.

<p>Legal Consultations</p>	<p>Provide Members with one initial telephonic or in-person 30-minute legal consultation, per issue, with a qualified legal professional. A 25% discount is available for any legal services beyond the initial consultation. Attorneys have expertise in areas such as family law, consumer issues, traffic violations and personal injury, etc. A “Simple Will” kit is available to each Covered Individual upon request.</p>	<p>Consultations: One (1) per issue. 25% discounted rate for regular services following consult.</p>
<p>Financial Consultations</p>	<p>Provide Members with one 30-minute telephonic or in-person consultation, per issue, with a financial specialist to such Covered Individuals with budgeting, retirement planning, credit report reviews, debt consolidation, financial planning, stock option plans, auto and real estate purchasing issues.</p>	<p>Consultations: Unlimited</p>
<p>Child Care Consultations and Referrals</p>	<p>Provide Members with one telephonic consultation per issue to assist with child care and parenting issues; provide referrals to family day care homes, infant centers, pre-schools, before/after school programs, sick/emergency care, in-home options, and care for special needs children.</p>	<p>Unlimited Consultations and Referrals.</p>
<p>Elder/Disabled Care Consultations and Referrals</p>	<p>Provide Members with one telephonic consultation per issue to assist with elder care and disabled adult issues; provide referrals to elder/disabled care providers and/or support services for those issues.</p>	<p>Unlimited Consultations and Referrals.</p>
<p>Pet Care Referrals</p>	<p>Provide Members with one telephonic consultation per issue; provide referrals to vets, animal hospitals, pet services, groomers/boarders, transportation services, pet insurance, and obedience classes for their pets; provide educational materials including tip sheets and checklists also provided.</p>	<p>Unlimited Consultations and Referrals.</p>

<p>Adoption Assistance</p>	<p>Provide Members with telephonic consultations about adoption options and the adoption process; provide referrals to public and private adoption agencies, adoption support organizations, single parent adoptions, adopting special needs children, step-parent adoptions, and international adoptions; provide educational materials including tip sheets and resource listings.</p>	<p>Unlimited Consultations and Referrals.</p>
<p>School and College Selection Assistance</p>	<p>Provide Members with telephonic consultations about school and college selection issues; provide referrals to elementary and secondary public/private schools and after school programs, state/private colleges and universities, test preparation courses, financial aid, educational consultants; provide educational materials including College Guidebook, SAT information, tip sheets, checklists, and resource listings.</p>	<p>Unlimited Consultations and Referrals.</p>
<p>Community-Based Resource Referrals</p>	<p>Provide referrals for Members to available Community Resources for assistance with personal- or work-related issue affecting the quality of life of the Member requesting the referral (e.g., substance abuse programs, domestic violence support groups).</p>	<p>Unlimited referrals.</p>
<p>Convenience Referrals</p>	<p>Provide referrals for Members to available daily living services such as home repair, errand services, travel, entertainment and apartment locator services.</p>	<p>Unlimited referrals.</p>
<p>Wellness Referrals</p>	<p>Provide help with physician searches, medical support groups, fitness centers, diet & nutrition resources, alternative medicine and other resources</p>	<p>Unlimited referrals.</p>

EXHIBIT C

FEE SCHEDULE

I. Monthly Fees

Each month, Employer shall pay to Claremont the relevant Monthly Fee, as calculated according to the following fee schedule. Monthly Fees are due on the first business day of the calendar month for which the relevant Monthly Fee is calculated. Claremont is not obligated to perform services under this Contract unless Claremont receives payment of the Monthly Fee for the month during which such services are requested.

Coverage Period	Total Employees¹	Administrative Services Fee²
July 1, 2026 – June 30, 2031	Calculated monthly (as described below)	\$2.15 PEPM
Each subsequent twelve (12) month Coverage Period	Calculated monthly (as described below)	See below ³

“**Total Employees**” means the total number of Employees, as calculated on the first day of each calendar month in the relevant Coverage Period. Employer is responsible for calculating the Total Employees and shall forward to Claremont each such calculation whenever Monthly Fees are due. Employer shall warrant to Claremont that each such calculation is true and correct.

² **Administrative Services Fee** means \$2.15 Per Employee Per Month (PEPM).

³ Administrative Service Fees shall remain fixed for the Initial Term of this Contract.

III. Additional Fees

Employer may request that Claremont perform additional services beyond those described in Exhibit B, attached to this Contract. Claremont may perform such additional services for an Additional Fee (as calculated according to the following fee schedule, subject to change), above and beyond the Administrative Services Fees. In the event that Claremont agrees to perform the additional requested services, Employer shall pay the relevant Additional Fees within fifteen (15) days of Claremont’s performance of such additional requested services.

Additional Service Requested	Additional Fee*
Critical Incident Stress Debriefing (CISD) Services	Next Day \$300/hour, Same Day \$350/hour, Immediate \$450/hour (two-hour minimum). Additional fees may apply. Cancellations within 48 hours incur flat fees of \$350–\$500 depending on shift length <i>(after bank of hours is exhausted annually)</i>
Virtual/Onsite Seminars	Webinars (per hour**): 3-week notice: \$325; 2-week notice: \$375; 1-week notice: \$425; In-person: \$550/hour ** + travel <i>(after bank of hours is exhausted annually)</i>
Health Fair Participation	\$150.00 per hour **
Substance Abuse Professional Services	\$1,900.00 per case
Other Human Resources Risk Management Services (e.g., Onsite Conflict Resolution, Coaching, Training, HR Consulting)	Detailed information and quotes available upon request.

* Additional Fees are subject to change.

**Billed in quarter-hour (15-minute) increments