

City of Kingsport, Tennessee **Master Service Agreement**

This Master Service Agreement ("Agreement"), is made effective **January 1st, 2025** (the "Effective Date"), by and between **City of Kingsport, Tennessee**, a municipal corporation chartered pursuant to the laws of the State of Tennessee including all divisions and/or sites currently, and while under this Service Agreement are owned by **City of Kingsport, Tennessee**, ("Customer"), and Ulliance, Inc., a Michigan Corporation (and its successors and assigns) ("Ulliance"). Customer and Ulliance are collectively referred to as the "Parties" and individually as "Party." Ulliance shall provide services and compensation therefore, according to the following terms and conditions along with the accompanying Service Addendum(s):

1. **Term:** This agreement shall become effective on the Effective Date and shall continue for a minimum period of one (1) full year unless terminated as set forth herein. Following the initial one-year Agreement period, and unless otherwise terminated, this Agreement shall be automatically renewed for a maximum of three (3) subsequent one-year periods.
2. **Services to be Provided:** Ulliance shall provide the Services to the Customer which are set forth in subsequent Exhibits and/or Service Addendums which is attached hereto and incorporated herein by reference or any subsequent Service Addendums signed and approved by the Customer.
3. **Printed Material:** Ulliance provides the format and information to the Customer for notices to eligible Participants. However, it is the Customer's responsibility to print or to pay for the printing and postage of, and to distribute, notices about the Services to eligible Participants.
4. **Travel Expenses:** It is the Customer's responsibility to pay for all reasonable travel expenses incurred by Ulliance associated with human resources, supervisor orientations, Employee orientations, implementation meetings, critical incident stress debriefings and on-site consultations at locations more than 100 miles outside of areas served directly by local or regional offices. Mileage reimbursements will be no more than the then-current IRS rate. Customer must provide Ulliance with at least 72 hours advanced notice if it wishes to cancel any scheduled training, on-site intervention or other on-site services. Reasonable travel expenses may include but are not limited to: airfare, hotel, commuter fees (taxi, tolls etc.). Customer will be charged for any non-refundable costs incurred by Ulliance. Customer may have prior approval of any reimbursable travel expense. When any cancellation notice occurs, Customer will be responsible for any non-refundable travel and accommodation charges incurred by Ulliance.
5. **Involvement in Legal Issues:** Ulliance cannot be involved in any capacity with legal problems, which shall include any of the following, appearing in court for divorce/custody cases; writing reports for the courts for any legal purposes; providing documentation to assist in the application process for FMLA or disability claims; or with issues concerning the Customer, Participants or any bargaining agency or union issues, unless required by Federal or State law.

6. **Plan Administration:** The Customer as Plan Administrator shall retain all final authority for benefit eligibility under any and all applicable insurance and claim administration Agreements and shall be fully responsible for its compliance with all applicable laws. Customer will at its cost, distribute all notices required by HIPAA to be provided by the Customer.
7. **Participant Information:** The Customer and Ulliance agree that any confidential Participant information shall not be disclosed by Ulliance or the Customer without the written consent or authorization of the Participant unless State or Federal law requires the sharing of information and then only in strict compliance with the applicable law(s).
8. **Facilities:** Ulliance shall provide or cause to be provided the physical or virtual facilities necessary for the Services to be provided for counseling. The Customer shall provide the facilities for Ulliance Services like presentations, training sessions and workshops Ulliance offers to the Customer and the Participants unless otherwise arranged and mutually agreed to by the parties.
9. **Force Majeure:** No failure, delay or default in performance of any obligation of Ulliance shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of Ulliance, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war, terrorism, riot, theft, pandemic, earthquake and other natural disaster.
10. **Service Information:** The Customer understands that all Ulliance Service Information is confidential and proprietary to Ulliance and agrees to protect the confidentiality of any Ulliance program or service the Customer may acquire in the course of dealing with Ulliance. The Customer shall not disclose any such information to any person or organization without the express written approval of Ulliance. The Customer shall also use its best efforts to ensure that its employees or agents participating in Ulliance services shall not disclose Ulliance service information.
11. **Non-Solicitation:** The Parties agree that they shall not solicit, recruit or employ or otherwise induce or influence any employee of the other Party's respective organizations to terminate employment with the other Party during the term of this Agreement, and for one-year following the Agreement termination date without the prior approval of the other Party.
12. **Insurance:** Ulliance agrees to maintain professional liability insurance covering Services provided by Ulliance under this Agreement. Ulliance, shall timely provide Customer with acceptable proof of its insurance coverage upon demand. However, Ulliance cannot, and does not, guarantee the results of treatment or professional conduct.
13. **Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.
14. **Facsimile/Signed Electronic Transmissions:** Facsimile or signed electronic transmission of an executed copy of this Agreement or any subsequent Addendums hereto shall be accepted as evidence of a Party's execution of the Agreement or subsequent Addendums.
15. **Indemnification:** Customer shall indemnify, defend and hold Ulliance, its directors, officers, agents and employees harmless from and against any loss, costs (including attorney fees), damages, injury, liability, claims, demands, errors, omissions or causes of action arising out of or resulting, whether directly or indirectly, from any action allegedly or actually taken by the Customer

or other actual or alleged improper conduct by the Customer, its officers, directors, agents and employees. Customer releases, waives, discharges and covenants not to sue Ulliance, its agents, officers, attorneys, shareholders, directors, employees relative to any liability, claim, costs, demands, suit, action, judgment or damage whether known or unknown, accrued or contingent that arises in whole or in part by and between Customer and its employees. The releases, waivers and indemnity set forth herein are intended to be and shall be deemed, interpreted, construed and enforced as the fullest, broadest and most complete indemnities, releases and waivers permitted by law or in equity and shall be unlimited in all respects including time, amounts and shall be irrevocable and continuing. The same shall include all expenses of every kind and nature whatsoever including but not limited to all costs, attorney fees, expert fees, interest, penalties, filing fees, settlements, payments, travel expenses, telephone and fax expenses, losses and similarly related items. Notwithstanding anything herein to the contrary, Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity, hold harmless, or limitation of liability provision, including provisions which would obligate Customer to pay Ulliance's attorney's fees or costs associated with litigation not explicitly provided for by law contained in the Agreement requiring City to indemnify or hold harmless Vendor or any other person or entity and any limitation of liability in favor of Vendor is deleted. No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et seq.

16. **Termination and Notice:** This Agreement may be terminated by either Party for a breach of the terms in this Agreement by the other Party which is not corrected within 45 days following the receipt of written notice thereof. This Agreement may not be terminated otherwise during the initial term of this Agreement. Discontinuation of Services without cause may occur only at the conclusion of the initial term of service or any subsequent renewal periods, with the Customer providing a 90-day notice of termination prior to the renewal date. In the event the Customer elects to terminate this Agreement without a breach during the initial term or during a subsequent renewal period, the Customer will be responsible for paying the total sums due for the remainder of the initial term or during a subsequent renewal period, in addition to any other payments due Ulliance, whether or not Ulliance continues to provide the Services as identified in this Agreement or any subsequent Addendums hereto. For purposes of this Agreement, notice shall be deemed received when deposited in the mail by Certified Mail or Registered Letter.
17. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision of such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.
18. **Equitable Relief:** It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by the Parties hereto or their respective representatives and that irreparable harm shall be irrefutably presumed upon a breach, and that the other Party shall be entitled to a restraining order, preliminary injunction or permanent injunction as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement but shall be in addition to all other remedies available at law or in equity to such Party.
19. **Miscellaneous Provisions:**
 - a. The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the

Tennessee Open Records Act, set out in Tenn. Code Ann. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Ulliance or provide Ulliance with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This Section 20(a.) serves to meet such burden and authorization of disclosure.

- b. This Agreement may be executed in several counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
- c. This Agreement contains the entire understanding of the Parties and shall be amended only by written instrument signed by both Parties.
- d. This instrument shall be governed by and interpreted under Tennessee law. If a dispute arises between the parties which cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee, or the Federal court for the Eastern District of Tennessee.
- e. This Agreement shall be binding upon the Parties, all divisions and/or sites, any part thereof, their successors, acquiring all or any part of contracted Customer, and assigns.

Ulliance, Inc.
900 Tower Drive, Suite 600
Troy, MI 48098
248-680-4611

Contract No. CYD9TE8 - SB

BY: Todd Lancaster

PRINTED NAME: Todd Lancaster

TITLE: Vice President of Sales & Marketing

DATE: 7/23/2024

City of Kingsport, Tennessee
415 Broad St.
Kingsport, Tennessee 37660

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney



Enhancing People. Improving Business.

City of Kingsport, Tennessee Life Advisor EAP Service Addendum

This Addendum (“Addendum”), is made effective **January 1st, 2025** (the “Effective Date”), by and between **City of Kingsport, Tennessee**, including all divisions and/or sites currently, and while under this Service Addendum are owned by **City of Kingsport, Tennessee**, (“Customer”), and Ulliance, Inc., a Michigan Corporation (and its successors and assigns) (“Ulliance”). Customer and Ulliance are collectively referred to as the “Parties” and individually as “Party.” Ulliance and the Customer agree and acknowledge that the purpose of this Addendum is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current Master Service Agreement dated **January 1st, 2025**.

In consideration of the extension of the mutual promises, representations, assurances, agreements and provisions in the Master Service Agreement and this Addendum, the adequacy of which is hereby acknowledge by the Parties, Ulliance and the Customer hereby agrees to amend the current Master Service Agreement as follows:

1. **Term:** This Addendum shall become effective on **January 1st, 2025** following the signing of the Addendum and shall run concurrently with Customer’s Master Service Agreement dated **January 1st, 2025**.
2. **Employee Eligibility:** An eligible person to be covered under the Customer’s Life Advisor Employee Assistance Program (EAP) is defined as a full and/or part time employee, their spouse, live together/domestic partner, the Customer employee’s dependent children as identified by the Internal Revenue Service as up to the age of 26 and employees who have the Life Advisor Employees Assistance services provided to them under COBRA benefits.
3. **Services to be Provided:** Ulliance shall provide those services to the Customer’s employees and their eligible spouses and dependents (“Participants”) located in the United States (“Services”).
 - a. **Consultation Prior to Life Advisor EAP Implementation:** To ensure compatibility with Customer culture and other cost-containment, risk reduction and health promotion strategies, Ulliance provides initial and annual consultation with key Customer officials.
 - b. **Supervisor Life Advisor EAP Orientation:** Ulliance may provide upon Customer’s request, orientation for human resources, supervisors, managers and key employees, either in person, virtual or via electronic media. While this is essential at the initiation of a new program, it may be replicated periodically to accommodate new human resources staff and managers. Supervisor Life Advisor EAP orientation includes:
 - Introduction to the Life Advisor EAP
 - Recognition of employee personal performance problems.
 - Clarification of the Life Advisor EAP and human resources and supervisor's role with assisting troubled employees.
 - Effective management and documentation of employee work performance problems.
 - Life Advisor EAP referral types & related processes.

- Privacy, confidentiality issues and formal employee referral services available to supervisors.
- c. **Employee Orientation:** Ulliance may provide, upon Customer's request, Life Advisor EAP employee orientations either in person, virtual or via electronic media to groups of Customer's employees ("Employees") to familiarize them with the Employee Assistance Program services and how they work.
- d. **Life Advisor EAP Counseling Services:** Ulliance may provide professional, advance degreed and licensed/certified/credentialed counselors to assist Participants experiencing a variety of personal problems and work-life challenges.

Ulliance may respond to all calls or requests via website or mobile applications (where applicable) for assistance. This may involve telephone consultation, virtual, on-line chat (where applicable), or arrangements to meet at one of the counseling offices. Ulliance may assess the Participant's concern, the type of assistance necessary, the nature and scope of the problems, and the prudent course of action. A counselor will help the Participant define the problem, or issue, and develop a course of action toward assisting them.

Ulliance may provide counseling in cases where a Participant's problem(s) can be managed within a short-term counseling model otherwise known as the **Resolution EAP Model** providing a flexible number of visits, however, not an unlimited number of visits. Concerns requiring inpatient or long-term counseling will be referred to the appropriate resources.

Ulliance will refer a Participant, when necessary, to longer-term counseling services, facilities or to a community resource for the treatment of the Participant's problem, or issue. Ulliance is not responsible for providing Life Advisor EAP Participants with insurance verification nor is Ulliance responsible for any treatment costs or any costs whatsoever covered or not covered by insurance. It is the Life Advisor EAP Participant's responsibility to verify their insurance eligibility, coverage, and to pay any and all deductibles, co-insurance and/or costs associated with counseling/treatment rendered by, or through, treatment providers.

Ulliance does not control and is not responsible for the quality of services rendered by resources or affiliate providers nor does Ulliance review or monitor their activities. A referral by Ulliance to a resource or affiliate provider is not a recommendation, approval or representation by Ulliance regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decisions as to whether to utilize a resource or affiliate provider identified by Ulliance shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource or affiliate provider. Ulliance does not assume any liability regarding the Services performed by any resource or affiliate provider.

Ulliance may provide follow-up to Life Advisor EAP Participants for continuing support and furnish additional support, as necessary.

Ulliance may provide a 24-hour telephone "Crisis Line" which will be listed on promotional material distributed to Employees and/or displayed at the workplace.

Ulliance may promote the general health of the Participants by recommending and providing information about community resources.

Ulliance may provide individual participant case management for chemical abuse/dependency and mental health problems.

Ulliance does not provide psychiatric service, psychological testing, detoxification, long-term psychotherapy, specialized mental health treatment for autism, dyslexia or mental retardation, child psychiatric services/testing, or inpatient, day treatment, residential or halfway house services for chemical dependency or mental health problems.

Counseling will be available by appointment. Times will be scheduled to accommodate the needs of the Participants in a timely manner, except on the following holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Thanksgiving Friday. Crisis management services will be available at all times.

- e. **Enhanced Legal/Financial Access:** The Ulliance Enhanced Legal/Financial Access services provide up to 30 minutes of free initial consultation services with a network attorney and or a certified financial planning consultant. The financial and legal consultants are available for hire at the discretion of the Participant. Participants will receive a discount off normal hourly rates when working with a certified financial planner or legal consultant from a network of providers. It is solely at the Participants' discretion to hire and continue any services with the consultant after the initial consultation. Ulliance is not responsible for any legal or financial guidance provided or associated costs incurred in the event that a Participant hires legal counsel or a financial consultant.
- f. **Human Resources and Management Services:** Ulliance may provide a variety of Human Resources and Management Services including:
 - a. **Human Resources and Management Consultations-** The Customer will receive unlimited consultations and interventions for human resources, managers/supervisors/key personnel who are confronted with Employee policy violations or work performance problems. These confidential consultations can help managers deal with troubled Employees and difficult situations in the most effective manner.
 - i. Life Advisor EAP "coaching" is provided to human resources, management, and key personnel who may be experiencing confusion, frustration or personal distress as a result of an Employee's personal performance problem and/or situation.
 - ii. Ulliance provides consultation for human resources, managers, supervisors and key personnel with Employees who are under "Last

Chance” or “Return-To-Work” guidelines for policy violations and other work performance problems to determine if a work performance referral is appropriate.

- b. **Work Performance Referrals:** The Formal Referral process allows human resources, and management to refer an Employee who is at risk of termination due to personal work performance problems or Customer policy violations. This provides human resources and management with direct information regarding an Employee’s compliance with Life Advisor EAP direction and recommendation and providing the Employee with an opportunity to help him/herself. Formal Referrals provide management and, if appropriate, union leadership, with assistance in helping Employees.
- c. **Critical Incident Stress Debriefings:** In the event the Customer experiences an unplanned critical incident or crisis at the worksite (e.g., workplace violence, suicide, natural disaster, fatality), Ulliance can provide either on-site or virtual response. This service will help to reduce the possibility of post-traumatic stress, normalize reactions to the incident, provide continued support/counseling to those affected, and provide human resources, management and or union consultation to prevent recurrence and reduce overall long-term effects. For on-site Critical Incident Debriefing’s there is a \$150 travel charge per trip to customer site intervention if the site is more than 100 miles outside of areas served directly by local or regional offices. Customer must provide Ulliance with a (72) hour advance notice if it wishes to cancel any scheduled onsite intervention or any other onsite service. Customer will be charged for any non-refundable costs incurred by Ulliance.

In the event of an unplanned crisis (i.e., natural disaster, terrorist attack, or other major event), Customer shall be entitled to unlimited events with up to a maximum of 7 hours for Critical Incident Stress Debriefing, (CISD) services per single event. Any additional CISD hours per event will be at the rate of \$350 per counselor/per hour, with two (2) hour minimum.

- g. **Program Information:** The Customer understands that the Employee Assistance Program information is confidential and proprietary to Ulliance and agrees to protect the confidentiality of any Ulliance program or service the Customer may acquire in the course of dealing with Ulliance. The Customer shall not disclose any such information to any person or organization without the express written approval of Ulliance. The Customer shall also use its best efforts to ensure that its employees or agents participating in Ulliance programs shall not disclose Ulliance program information.
- h. **Service Report:** A Life Advisor EAP Service Report will be provided to human resources management. Only demographic information will be submitted. To ensure confidentiality this information is limited to:
- Number of Employees using the Life Advisor EAP.
 - Number of Participants contacts.

- Demographics and types of problems identified.
- Number and types of referrals made.
- Types of Employee concerns addressed.
- Will be provided quarterly.

- i. **Fee Schedule:** The Customer agrees to pay Ulliance based on a capitation rate of **\$2.28** Per Employee Per Month (PEPM) in U.S. Funds. The quarterly Life Advisor EAP fee will be based on an Employee Headcount number and census provided by the Customer prior to the beginning of each quarter. Headcounts will include all current Customer Employees, and former Customer employees who are eligible for Life Advisor EAP coverage through COBRA-elected benefits. There is no fee for Employees' dependent coverage. The Customer will pay Ulliance, Inc. on a quarterly basis, the first payment due at the time of the start of the program and the following payments due upon the receipt of a Life Advisor EAP invoice. The Life Advisor EAP capitated fee may be reviewed and adjusted annually by Ulliance as agreed upon by Parties.

At the sole discretion of Ulliance, a late fee of 1.5% per month may be assessed on outstanding balances in excess of 30 days. Ulliance reserves the right to amend its fees in the event of any changes to Customer's benefit plan or in the event of any other program or administrative changes due to state or federal law.

In the event Ulliance must use legal means to pursue collection due to failure to pay timely for contracted services rendered, Customer shall pay all reasonable attorney fees and court costs. At the sole discretion of Ulliance, legal action may be taken on accounts with overdue balances in excess of 120 days.

4. **All Other Terms:** All other terms and conditions of the Master Service Agreement dated **January 1st, 2025** shall remain in effect with this Addendum.

Conclusion of Addendum Dated **January 1st, 2025** for Ulliance Life Advisor Employee Assistance Services.

Ulliance, Inc.
 900 Tower Drive, Suite 600
 Troy, MI 48098
 248-680-4611
 Contract No. CYD9TE8 - SB

City of Kingsport, Tennessee
 415 Broad St.
 Kingsport, Tennessee 37660

BY: Todd Lancaster

BY: _____

PRINTED NAME: Todd Lancaster

PRINTED NAME: _____

TITLE: Vice President of Sales & Marketing

TITLE: _____

DATE: 7/23/2024

DATE: _____