



AGREEMENT FOR SERVICES

THIS AGREEMENT, made this 25th day of September, 2026, is by and between the Town of Landis, ("Company") and McLaughlin Young Employee Services, Inc., a North Carolina corporation, d/b/a "MYgroup" ("MYgroup"). MYgroup shall provide services to Company according to the following terms and conditions:

1. **Services to be Provided:** MYgroup shall provide the Employee Assistance Program (EAP) services to the Company set forth on Exhibit A attached hereto and incorporated herein (the "Services"). MYgroup may, in its sole discretion, subcontract any of the Services to its network of providers.
2. **Term:** Commencing on the 1st day of October, 2026, this Agreement shall continue in force and effect until termination by either party in accordance with Section 7 of this Agreement.
3. **Service Fee:** Company agrees to pay MYgroup for the Services (the "Service Fee") in accordance with the fee schedule incorporated in Exhibit A, attached hereto (the "Fee Schedule"). The Service Fee shall be paid in accordance with Exhibit A, and if not paid when due the Service Fee shall accrue interest at the rate of 1.5 percent per month or portion thereof. MYgroup reserves the right to amend the Fee Schedule to increase the Service Fee by informing the Company of the fee increase by letter at least 30 days prior to the commencement of the new Fee Schedule. In the event the Company elects not to accept the new Fee Schedule, it shall notify MYgroup in writing of its election prior to the commencement date of the new Fee Schedule, in which case this Agreement shall automatically terminate within 90 days following receipt of that notice by MYgroup, and during that 90 day period the Company shall pay MYgroup based on the prior fee schedule.

If the Service Fee is not paid when due, MYgroup may elect to pursue collection and/or legal action in which case the Company shall be responsible for the payment of MYgroup's collection costs, court costs and reasonable attorney fees.

4. **Participant Information:** Company and MYgroup agree that any confidential participant information shall not be disclosed by MYgroup or Company without the consent or authorization of the participant unless required by State or Federal law.
5. **Program Information:** Company understands that the MYgroup program information is confidential and proprietary to MYgroup and agrees to protect the confidentiality of any MYgroup program or Service that Company may utilize while dealing with MYgroup. Company shall not disclose any such information to any person or organization without the express written approval of MYgroup. Company shall also use its best efforts to ensure that its employees or agents participating in MYgroup programs shall not disclose, and shall maintain the confidentiality of, MYgroup program information.
6. **Insurance:** MYgroup agrees to maintain professional and general liability insurance covering the Services and shall provide Company proof of such insurance coverage upon Company's request.
7. **Termination and Notice for EAP Services:** This Agreement may be terminated by either party for cause in the event of a breach of the terms of this Agreement by the other party which is not corrected within 30 days following written notice thereof. This Agreement may also be terminated without cause at any time following the first year of the Agreement by either party by providing the other party ninety (90) days advance written notice, either during or following the first year of the Agreement. If the Company is paying an annual fee for the Services, no



portion of the annual fee shall be refunded to the Company. For purposes of this Agreement, notice shall be deemed effective when deposited in the mail by certified or registered mail or sent by email to the following parties:

MYgroup: Moira LoCascio, CEO
MYgroup
5955 Carnegie Blvd, Suite 250
Charlotte, NC 28209
Email: mlocascio@mygroup.com

Company: Michael D. Ambrose, Town Manager
Town of Landis
P.O. Box 8165
Landis, NC 28088
Email: townmanager@townoflandisnc.gov

8. **Limitation of Liability:** MYgroup's liability to any person arising out of or in any way related to this Agreement or the performance of MYgroup's duties and obligations hereunder shall in total be limited to an amount not to exceed twelve (12) months of Service Fees paid by the Company in the period prior to the event giving rise to the claim. In no event shall MYgroup have any liability at any time for any loss of profits, loss of business revenue, failure to realize expected savings or for any indirect, special, punitive or consequential damages, even if advised of the possibility of such damages.

9. **Miscellaneous Provisions:**

- a. 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.
- b. All paragraph and exhibit headings are inserted for convenience only.
- 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 North Carolina law and each party agrees to submit to the exclusive jurisdiction of the courts in Mecklenburg County, North Carolina.
- e. This Agreement shall be binding upon the parties, their successors, and assigns. Neither party may assign or transfer this Agreement to a third-party without the other party's prior written consent.

McLaughlin Young Employee Services
5955 Carnegie Blvd, Ste 250
Charlotte, NC 28209

By: _____
Moira LoCascio, CEO

Town of Landis
P.O. Box 8165
Landis, NC 28088

By: _____
Michael D. Ambrose, Town Manager



EXHIBIT A

EMPLOYEE ASSISTANCE PROGRAM

MYgroup will provide the following EAP and related services to Company and its eligible employees and dependents ("participants") located in the United States. Services under this Agreement do not include any services for which MYgroup and its employees are not licensed, accredited or credentialed to provide or otherwise prohibited by law from performing.

Program Services:

- A 24-hour telephone service is provided and listed in all promotional materials. A care coordinator will respond to all calls or requests for assistance.
- A care coordinator will assess the caller's concern, the type of assistance necessary, the nature and scope of the problem, and the prudent course of action. The care coordinator helps the participant define the problem or issue and develop an immediate course of action toward resolution.
- MYgroup will assign clinicians to participants. If a participant has a reasonable objection to a particular clinician, MYgroup will make a reasonable effort to reassign the individual to another clinician, providing additional clinicians are available.
- To provide quality and convenient service to Company participants, MYgroup will use specially selected independent providers for assessment and counseling services. Providers will report directly to the MYgroup managers who will administer the entire program and provide the appropriate reports to the Company.
- MYgroup clinicians and third-party providers are trained to deal with personal problems such as relationship/marital issues, parenting, stress, work-related concerns, alcohol and drug use/abuse, and grief and loss.
- The Company has selected a 3 session model. MYgroup employees or third-party providers will provide short-term counseling for up to 3 sessions per issue per year for an unlimited number of issues per year, if the issues are not interrelated.
- Sessions are provided in person, virtually, telephonically, or text. MYgroup will make its best effort to provide the requested modality.
- MYgroup will make referrals to an appropriate specialized care facility or community resource for the treatment of the participant's problem. These referrals are not recommendations or endorsements by MYgroup. They are merely referrals and the final decision to engage in services with any referral is at the sole discretion of the participant. The participant or their insurance is responsible for payment of services received beyond the scope of EAP.
- The Company's administrators, such as supervisors, human resources, and/or managers, have unlimited access to contact MYgroup for advice on working with struggling employees. They may also refer employees exhibiting performance issues potentially related to personal or work-related problems to the EAP. MYgroup will provide the administrator with treatment status, recommendations, and notices about appointment attendance.
- MYgroup agrees to provide one clinician for up to three consecutive hours of on-site critical incident response services per year. There will be a cancellation fee for responses cancelled within 24 hours of the scheduled onsite services. There will be an additional fee for additional consultants, bilingual consultants, and same day responses.
- Work-life services are provided by third parties including legal and financial services and access to extensive web-based resources, information, and assessment tools. MYgroup makes no representations or warranties regarding services provided by third parties other than it has reviewed the third-party services to determine whether they will be provided in a commercially reasonable manner.



- MYgroup will assign an account manager to the Company to serve as the primary contact. The account manager will also be responsible for implementation and distribution of promotional materials and utilization reports.
- MYgroup will provide one virtual employee orientation and one virtual supervisor orientation within the first 90 days of the program. Employee and supervisor orientation videos are available at mygroup.com.
- MYgroup will provide comprehensive utilization reporting on a quarterly basis except if the data could breach confidentiality.
- MYgroup will provide electronic promotional materials at implementation and upon request. Monthly newsletters and flyers are distributed electronically. Print materials and customization of promotional materials are available for an additional fee.
- MYgroup is available to attend health and/or benefit fairs for an additional fee.

Fee Schedule: The fee schedule is based on a flat rate of \$2,000.00 which shall be paid on or prior to the commencement date and each anniversary date thereafter. The Company will pay MYgroup on an annual basis within 30 days of receipt of invoice, commencing with the beginning of the program. The Company may pay by ACH Credit or Debit. Credit card payments can be arranged at the Company's cost. MYgroup cannot accept cash, checks or money orders. The Company must pay any extra costs associated with the transfer or the Company's payment system.

The total number of full-time and part-time employees plus seasonal covered by the program as of September 25, 2026, is 80; and the annual fee is based on this number. Should the number of employees to be covered by this Agreement increase, the annual rate will be adjusted to reflect the increase in the number of covered employees. It is the responsibility of the Company to notify MYgroup of any changes in the number of employees covered, and if the Company fails to do so MYgroup shall be entitled to a retroactive increase in fees.