

LIFE ADVISOR EMPLOYEE ASSISTANCE PROGRAM®
City of Lathrup Village
Service Agreement

This Life Advisor Employee Assistance Program® Service Agreement (“Agreement”), effective April 1st, 2023 (the “Effective Date”), by and between **City of Lathrup Village**, including all divisions and/or sites currently, and while under this Service Agreement are owned by **City of Lathrup Village**, (“Customer”), and Ulliance, Inc., (and its successors and assigns) (“Ulliance”). Customer and Ulliance are collectively referred to as the “Parties” and as “Party.” Ulliance shall provide Employee Assistance services and compensation therefore, according to the following terms and conditions:

1. **Term:** This agreement shall become effective on the Effective Date and shall continue for a minimum period of (1) one 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 subsequent one-year periods.
2. **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 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, 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. **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, 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 Model EAP®.

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 counseling services, 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 client 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 Management Services including:
- **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.
 - a. 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.
 - b. 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.
 - **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.
 - **Critical Incident Stress Debriefings**: In the event the Customer experiences a critical incident or crisis at the worksite (e.g., workplace violence, suicide, natural disaster, fatality), Ulliance can provide on-site 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. In the event of a disaster (i.e. natural disaster, terrorist attack, or other major event), Customer shall be entitled up to a maximum of 7 hours for Critical Incident Stress Debriefing, (CISD) services per single event.
- g. **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.

- h. **Printed Material**: Ulliance provides the format and information to the Customer for notices to 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 program to eligible Participants. Said notices shall include, but not be limited to, posters, brochures or notices.
- i. **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, Life Advisor EAP[®] 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 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 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. For on-site Critical Incident Stress Debriefing's there is \$150 per Counsellor travel charge per trip to customer site.
- j. **Involvement in Legal Issues**: Ulliance cannot be involved in any capacity with legal problems – i.e., 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.
- k. **Fee Schedule**: The Flat Fee schedule is based on a capitation rate of \$ 6,500 per year based on a headcount of less than 250 employees. The annual Life Advisor EAP fee will be based on an Employee headcount number provided by the Company prior to the beginning of each quarter. Headcounts will include all current Company Employees, and former Company employees who are eligible for Life Advisor EAP coverage through COBRA-elected benefits. There is no fee for Employees' dependent coverage. The Company will pay Ulliance, Inc. on an annual 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.

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.

3. **Taxes**: All fees quoted and payable under this Agreement exclude taxes. Customer will pay or reimburse Ulliance for all applicable sales, services and other taxes (excluding taxes on Ulliance' net income) that may be levied upon the performance of services under this Agreement.
4. **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.

5. **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).
6. **Facilities:** Ulliance shall provide or cause to be provided the physical facilities necessary for the Services to be provided for counseling. The Customer shall provide the facilities for Life Advisor EAP® presentations, training sessions and workshops Ulliance offers to the Customer and the Participants.
7. **Exclusivity:** During the term of this Agreement, Customer warrants that Ulliance shall be the exclusive provider of the services under this Agreement to all current U.S. and Canada based locations of Customer, and that all such employees at these locations shall be covered under this Agreement. This section, however, shall not preclude Customer from utilizing another vendor in a specific location if Ulliance informs Customer in writing that Ulliance is unable to provide services in such location.
8. **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, earthquake and other natural disaster.
9. **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.
10. **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.
11. **Insurance:** Ulliance agrees to maintain professional liability insurance covering counseling services provided by Ulliance under this Agreement. However, Ulliance cannot, and does not, guarantee the results of treatment or professional conduct.
12. **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.
13. **Facsimile/Signed Electronic Transmissions:** Facsimile or signed electronic transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a party's execution of the Agreement or amendment.
14. **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 Agreement service period specified in paragraph 1 above. Discontinuation of Services without cause may occur only at the conclusion of a given term of service, 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 service period, the Customer will be responsible for paying the total sums due for the remainder of the service term specified in paragraph 1, in addition to any other payments due Ulliance, whether or not Ulliance continues to provide Employee Assistance services. For purposes of this Agreement, notice shall be deemed received when deposited in the mail by certified or registered letter.

- 15. **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.
- 16. **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 equity to such Party.

17. **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. This Agreement contains the entire understanding of the Parties and shall be amended only by written instrument signed by both Parties.
- c. This instrument shall be governed by and interpreted under Michigan law. The exclusive jurisdiction and venue is Oakland County Michigan.
- d. 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.
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Troy, MI 48098
248-680-4611
Contract No. 2340 JS

City of Lathrup Village
27400 Southfield Rd
Lathrup Village, MI 48076

BY: _____
PRINTED NAME: Todd Lancaster
TITLE: Vice President of Sales & Marketing
DATE: _____

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____