

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

This Employee Assistance Program Services Agreement (hereinafter, the "Services Agreement") is made and entered into by and between Aetna Behavioral Health, LLC on behalf of itself and its affiliates (hereinafter "Company"), and County of Navajo (hereinafter "Customer").

WHEREAS, Customer has established an employee assistance program ("EAP") for certain eligible individuals; and

WHEREAS, Customer also desires to engage the services of Company to provide EAP services and other additional EAP services which are defined in this Agreement (the "Services"),

THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the parties hereby enter into this Services Agreement. This Services Agreement includes and incorporates by reference the attached **General Conditions Addendum, Description of EAP Services Addendum, and Service and Fee Schedule, and Health Insurance Portability and Accountability Act (HIPAA) Addendum.**

Customer hereby elects to receive the Services set forth in the **Service and Fee Schedule** attached hereto and made a part hereof. The corresponding Service Fees are specified in the **Service and Fee Schedule**, which shall be amended for future periods, in accordance with Section 3 of the **General Conditions Addendum**, to reflect the Services elected and corresponding Service Fees for such periods.

This Services Agreement (including incorporated addendums) constitutes the complete and exclusive contract between the parties and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. Notwithstanding Section 3 of the **General Conditions Addendum**, no modification or amendment of this Services Agreement shall be valid unless contained in a writing signed by a duly authorized representative of Company and a duly authorized representative of Customer. By executing this Services Agreement, Customer acknowledges and agrees that it has reviewed all terms and conditions incorporated into this Services Agreement and intends to be legally bound by the same.

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The initial term of this Services Agreement shall be from 07/01/2014 through 06/30/2017.

IN WITNESS WHEREOF, the parties hereto have caused this Services Agreement to be executed by their duly authorized representatives.

COUNTY OF NAVAJO

AETNA BEHAVIORAL HEALTH, LLC

Signed By:

Signed By:

Printed Name

Title

Date

Printed Name: Hyong Un, M.D.

Title: Head of EAP and Chief Psychiatric Officer

Date:

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GENERAL CONDITIONS ADDENDUM

Definitions: In this General Conditions Addendum and in all attachments to this Services Agreement:

- (A) "Employee" means any person eligible to receive Services under this Services Agreement by virtue of being a current employee of Customer, and not designated a temporary employee, and employees of subsidiaries and affiliates of Customer who are reported by Customer, in writing, to Company for inclusion in this Services Agreement.
- (B) "Dependent" means the eligible family members, including domestic partners, household members, and dependents (including adult children up to age 26) of an Employee eligible to receive Services under this Services Agreement as a dependent of an Employee.
- (C) If Applicable, the term "EAP Behavioral Health Professional" may mean EAP Network Provider or EAP Staff Clinician.
- (D) If applicable, the term "EAP Network Providers" shall mean licensed behavioral health professionals, who meet all Company credentialing standards, and who are contracted by Company, as independent contractors, to provide counseling to Members.
- (E) If applicable, the term "EAP Staff Clinicians" shall mean behavioral health professionals who are licensed in the State in which they practice and who are employed by Company to provide clinical services to Members. EAP Staff Clinicians may be part of Company's EAP call center and may provide telephonic clinical services. If applicable, EAP Staff Clinicians may be located at the Customer site and provide counseling at the Customer's location.
- (F) "Members" means Employees and Dependents eligible for Services.
- (G) "Payment Due Date" shall mean the date that payment is required as set forth on the Customer's invoice. Payment Due Date will be 30 days from the invoice generation date for the invoice month(s). Payment is to be made in a form and manner as reasonably determined by Company.
- (H) The term "Service Fees" shall have the meaning set forth in Section 3 of this General Conditions Addendum.
- (I) The term "Services" shall have the meaning set forth in Section 1 of this General Conditions Addendum.

The following are the terms and conditions under which Company agrees to perform Services for Customer:

1. **Purpose.** Customer will purchase and Company will provide to Customer the Services designated in this Services Agreement and such other services Customer requests of Company and Company agrees in writing to perform, as described in the **Service and Fee Schedule** and the **Description of Services Addenda** (the "Services").
2. **Term.** The initial term of this Services Agreement shall commence on the Effective Date and shall continue to the third anniversary of the Effective Date, unless terminated by either party in accordance with Section 4 of this **General Conditions Addendum**. Following the initial term, this Services Agreement shall be automatically renewed from year to year, unless terminated by either party in accordance with Section 4 of this General Conditions Addendum.
3. **Service Fees; Renewals.** The Service Fees payable by Customer to Company for the Services shall be determined in accordance with the **Service and Fee Schedule**. No Services other than those identified in the **Service and Fee Schedule** are included in the Service Fees. Both the Services to be provided by Company and the Service Fees may be amended by Company in accordance with the terms and conditions of the **Service and Fee Schedule**.
4. **Termination.** This Services Agreement may be terminated by Company or the Customer as follows:
 - (A) **Legal Prohibition** - If any state or other jurisdiction enacts a law which prohibits the continuance of this Services Agreement, or an existing law is interpreted to prohibit the continuance of this Services Agreement, this Services Agreement shall terminate automatically as to such state or jurisdiction on the effective date of such law or interpretation; provided, however, that if only a portion of this Services Agreement is prohibited by such law, only that portion of this

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Services Agreement shall be affected, and this Services Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(B) Customer Termination - Customer may terminate this Services Agreement with respect to all Employees (including their Dependents) or any group of Employees included under this Services Agreement or any subsidiary or affiliate of Customer that is covered under this Services Agreement by giving Company at least thirty-one (31) days written notice stating when, after the date of such notice, such termination shall become effective.

(C) Company Termination -

(1) Company may terminate this Services Agreement by giving to Customer at least thirty-one (31) days written notice stating when, after the date of such notice, such termination shall become effective.

(2) Company may terminate this Services Agreement within ninety (90) days of transmitting notice to Customer by mail, facsimile transmission or other means of communication (including electronic mail) if (a) Customer fails to pay Service Fees by the Payment Due Date, (b) Customer fails to provide current Employee counts to Company by each Payment Due Date, (c) Company determines that Customer will not meet its obligation to pay such Service Fees and/or provide current Employee counts by the Payment Due Date, and/or (d) Company determines that Customer is in material default, or substantial breach, of one or more of its obligations under this Services Agreement.

(3) Any acceptance by Company of funds or Service Fees described in paragraph 3 above, shall not constitute a waiver of Company's right to terminate this Services Agreement in accordance with this section with respect to any other failure of Customer to meet its obligations hereunder.

5. Customer's Responsibilities.

(A) Employee Count - Where applicable, and on or before the Effective Date, Customer shall furnish to Company a listing of Employees (by zip code of each Employee's place of residence). Thereafter, Customer shall supply to Company, on a monthly basis by the Payment Due Date, current Employee counts in a form and manner as reasonably determined by Company. Company shall not be responsible in any manner for any delay or error in the provision of Services caused by the Customer's failure to furnish accurate Employee counts in a timely fashion. If Customer fails to provide current Employee counts with payment by the Payment Due Date, all Employee counts will be updated and reflected in the next billing and payment cycle. Company will not process Employee counts retroactively nor will Company perform any retroactive fee adjustments due to Customer submitting inaccurate Employee counts.

(B) Fiduciary Duty – It is understood and agreed that the Customer, as Plan Administrator, retains complete authority and responsibility for their employee health benefits plan (the "Plan"), its operations, and the benefits provided there under, including EAP (if applicable) and that Company is empowered to act on behalf of Customer in connection with the Plan only to the extent expressly stated in this Services Agreement or as agreed to in writing by Company and Customer.

(C) Summary Plan Description (SPD) – If Customer's EAP is part of the Plan, Customer shall provide Company with all Plan documents at least thirty (30) days prior to the Effective Date or such other date mutually agreed upon by the parties. Absent the Customer providing Company with an SPD, Company shall automatically apply its internal policies and procedures to all EAP plans, including but not limited to internal appeals and external review, as applicable. Company does not review Customer's SPD for compliance with applicable law.

6. **Services.** Company shall perform the Services set forth in the **Service and Fee Schedule** and the **Description of Services Addenda**. Customer acknowledges that Company may utilize the services of external contractors in performing these Services. Company and Customer will discharge their obligations under this Services Agreement with that level of reasonable care which a similarly situated EAP Services provider or Plan Administrator under ERISA would exercise under similar circumstances.

7. **Records.** Customer acknowledges and agrees that Company or its affiliates or authorized agents shall have the right to use all documents, records, reports, and data, including data recorded in Company's data processing systems ("Documentation"), subject to compliance with privacy laws and regulations, including without limitation regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996. All Documentation is stored in Company's data warehouses,

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and may be de-identified as to Members and Customer identity for purposes other than administration of EAP Services, at Company's discretion. Customer is not compensated for any use of de-identified Documentation maintained in Company's data warehouse.

8. Indemnification.

- (A) Company shall indemnify and hold harmless Customer, its directors, officers, employees (acting in the course of their employment, but not as Members) for that portion of any third party loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorneys' fees) caused solely and directly by Company's willful misconduct, criminal conduct, breach of this Services Agreement, fraud, breach of fiduciary responsibility, or failure to comply with Section 6 above, related to or arising out of the Services provided under this Services Agreement.
- (B) Except as provided in (A) above, Customer shall indemnify and hold harmless Company, its affiliates and their respective directors, officers, and employees for that portion of any third party loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorney's fees): (i) which was caused solely and directly by Customer's willful misconduct, criminal conduct, breach of this Services Agreement, fraud, breach of fiduciary responsibility, or failure to comply with Section 6 above, related to or arising out of this Services Agreement or Customer's role as employer; (ii) resulting from taxes, assessments and penalties incurred by Company by reason of Services performed hereunder, and any interest thereon, provided that Customer shall not be required to pay any net income, franchise or other tax, however designated, based upon or measured by Company's net income, receipts, capital or net worth, (iii) in connection with the release or transfer of Member-identifiable information to Customer or a third party designated by Customer, or the use or further disclosure of such information by Customer or such third party; or (iv) resulting from or arising out of claims, demands or lawsuits brought against Company in connection with Services provided under this Services Agreement.
- (C) The party seeking indemnification under (A) or (B) above must notify the indemnifying party within 20 days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.
- The indemnifying party may then take steps to be joined as a party to such proceeding, and the party seeking indemnification shall not oppose any such joinder. Whether or not such joinder takes place, the indemnifying party shall provide the defense with respect to claims to which this Section applies and in doing so shall have the right to control the defense and settlement with respect to such claims.
- The party seeking indemnification may assume responsibility for the direction of its own defense at any time, including the right to settle or compromise any claim against it without the consent of the indemnifying party, provided that in doing so it shall be deemed to have waived its right to indemnification except in cases where the indemnifying party has declined to defend against the claim.
- (D) Customer and Company agree that, except for counseling services provided by EAP Staff Clinicians: (i) Company does not render medical services or treatments to Members; (ii) neither Customer nor Company is responsible for the health care that is delivered by EAP Network Providers; (iii) EAP Network Providers are solely responsible for the health care they deliver to Members; (iv) EAP Network Providers are not the agents or employees of Customer or Company; and (v) the indemnification obligations of (A) or (B) above do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of EAP Network Providers with respect to Members.
- (E) The indemnification obligations under (A) above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by Company's act or omission undertaken at the direction of Customer (other than Services described in this Services Agreement). The indemnification obligations under (B) above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation undertaken by Customer at the direction of Company.
- (F) The indemnification obligations under this Section 8 shall terminate upon the expiration of this Services Agreement, except as to any matter concerning which a claim has been asserted by notice to the other party at the time of such expiration or within two (2) years thereafter.

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- 9. Remedies.** Other than in an action between the parties for third party indemnification, neither party shall be liable to the other for any consequential, incidental or punitive damages whatsoever.
- 10. Binding Arbitration of Certain Disputes.** Any controversy or claim arising out of or relating to this Services Agreement or the breach, termination, or validity thereof, except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration in Navajo County, AZ administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator in accordance with the AAA's Commercial Arbitration Rules ("Rules"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration. Fourteen (14) calendar days before the hearing, the parties will exchange and provide to the arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) premarked copies of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted. The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages.
- 11. Confidentiality.**
- (A) Business Confidential Information** - Each party acknowledges that performance of this Services Agreement may involve access to and disclosure of Customer and Company identifiable business proprietary data, rates, procedures, materials, lists, systems and information of the other (collectively "Business Confidential Information"). No Business Confidential Information shall be disclosed to any third party other than a party's representatives who have a need to know such Information in relation to administration of the EAP Services, and provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such information must be maintained in strict confidence. Customer agrees that Company may make lawful references to Customer in its marketing activities and in informing health care providers (including EAP Network Providers) as to the organizations and plans for which Services are to be provided. Company recognizes that Customer is a political subdivision of the State of Arizona, and is subject to all public record requests. As such, Customer will release any and all information subject to these laws. Customer shall provide written notification to Company whenever a public records request is submitted to the Customer, and shall provide Company reasonable time to seek judicial remedy for releasing any information it deems confidential.
- (B) Company Confidential Information** – Any information with respect to Company or any of its affiliate's fees or specific rates of payment to health care providers (including EAP Network Providers) and any information which may allow determination of such fees or rates any of the terms and provisions of the health care provider's agreement (including EAP Network Providers) with Company or its affiliates are deemed to be Company Confidential Information. No disclosure of any such information may be made or permitted to Customer or to any third party whatsoever, including, but not limited to, any broker, consultant, auditor, reviewer, administrator or agent unless (i) Company has consented in writing to such disclosure and (ii) each such recipient has executed a confidentiality agreement in form satisfactory to Company's counsel. Prior to disclosing such information, Customer shall notify Company of such request or requirement so that Company may object to such disclosure by appropriate legal means. If Customer is compelled to disclose such information or else stand liable for contempt or suffer possible censure or other penalty or liability, then Customer may disclose such information without liability to Company, but only to the extent required by such legal request, process or statute.
- (C) Member Confidential Information** – In addition, each party will maintain the confidentiality of medical records and confidential Member-identifiable patient information ("Member Confidential Information"), and in accordance with the terms of the Health Insurance Portability and Accountability Act (HIPAA) Addendum to this Services Agreement.
- (D) Upon Termination** – Upon termination of this Services Agreement, each party, upon the request of the other, will return or destroy all copies of all of the other's Confidential Information in its possession or control except to the extent such Confidential Information must be retained pursuant to applicable law, to the extent such Confidential Information cannot be disaggregated from the Company's databases, or except as otherwise provided under the Health Insurance Portability and Accountability Act (HIPAA) Addendum, provided, however, that Company may retain copies of any such

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Confidential Information it deems necessary for the defense of litigation concerning the Services it provided under this Services Agreement.

(E) Customer and Company acknowledge that compliance with the provisions of the foregoing paragraphs are necessary to protect the business and good will of each party and its affiliates and that any actual or potential breach will irreparably cause damage to each party or its affiliates for which money damages may not be adequate. Customer and Company therefore agree that if a party or party's representatives breach or attempt to breach paragraphs (A) through (D) hereof, the other party will not oppose such party's request for temporary, preliminary and permanent equitable relief, without bond, to restrain such breaches, together with any and all other legal and equitable remedies available under applicable law or under this Services Agreement. The prevailing party shall be entitled to recover from the non-prevailing party the attorneys' fees and costs it expends in any action related to such breach or attempted breach.

- 12. Relationship of the Parties.** It is understood and agreed that Company is an independent contractor with respect to all Services being performed pursuant to this Services Agreement. Company makes no guarantee and disclaims any obligation to make any specific EAP Network Providers or any particular number of EAP Network Providers available for use by Members.
- 13. Subcontractors.** The work to be performed by Company under this Services Agreement may, at its discretion, be performed directly by it or wholly or in part through a subsidiary or affiliate or under a contract with an organization of its choosing. Company will remain liable for Services under this Services Agreement.
- 14. Communications.** Company and Customer shall be entitled to rely upon any communication believed by them to be genuine and to have been signed or presented by the proper party or parties.

Neither party shall be bound by any notice, direction, requisition or request unless and until it shall have been received in writing at (i) in the case of Company, 4300 Centreway Place, Mail Code: 756, Arlington, TX 76018, Attention: Head of EAP and Chief Psychiatric Officer, (ii) in the case of the Customer, at the address shown below, or (iii) at such other address as either party specifies for the purposes of this Services Agreement by notice in writing addressed to the other party. Notices or communications shall be sent by certified mail, return receipt requested.

County of Navajo
Attn. Kim Eavenson
100 East Code Talkers Dr.
Holbrook, AZ 86025

- 15. Force Majeure.** Company shall not be liable for any failure to meet any of the obligations or provide any of the Services or benefits specified or required under this Services Agreement where such failure to perform is due to any contingency beyond the reasonable control of Company, its employees, officers or directors. Such contingencies include, but are not limited to: acts or omissions of any person or entity not employed or reasonably controlled by Company, its employees, officers or directors; acts of God; fires; wars; accidents; labor disputes or shortages; governmental laws, ordinances, rules, regulations, or the opinions rendered by any Court, whether valid or invalid.
- 16. Compliance.** Customer and Company shall remain, throughout the term of this Services Agreement, in compliance with all applicable federal and state laws and regulations, including HIPAA, related to this Services Agreement and the Services to be provided hereunder. Accordingly the parties agree to the terms of the HIPAA Addendum, which is attached hereto and made a part of this agreement hereof.
- 17. Audit Rights.** Customer may perform audits of Company's EAP processes only, during normal business hours upon reasonable written notice. A process audit may not be conducted more than once annually and will not include access to individually identifiable Member information. Any requested payment from Company resulting from the audit must be based upon documented findings, agreed to by both parties, and must be solely due to Company's actions or inactions.
- 18. Miscellaneous.** The Services Agreement shall be governed by and interpreted in accordance with applicable federal law, including but not limited to ERISA. To the extent such federal law does not govern, this Services Agreement shall be governed by Arizona law and the courts in such state shall have sole and exclusive jurisdiction of any dispute related hereto or arising hereunder. No delay or failure of either party in exercising any right hereunder shall be deemed to constitute a waiver

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of that right. There are no intended third party beneficiaries of this Services Agreement. This Section and Sections 3 through 7 and 9 through 11 shall survive termination of the Services Agreement. The provisions of Section 8 shall survive termination only to the extent stated therein. The headings in this Services Agreement are for reference only and shall not affect the interpretation or construction of this Services Agreement.

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DESCRIPTION OF EAP SERVICES ADDENDUM

Subject to the terms and conditions of this Services Agreement, the EAP Services selected by Customer and provided by Company are reflected in this **Description of EAP Services Addendum** and the **Service and Fee Schedule** (as modified by Company from time to time pursuant to Section 3 of the **General Conditions Addendum**). Additional EAP Services may be provided at Customer's written request under the terms of this Services Agreement. All Services described in this Services Agreement are available within the United States only. International EAP Services are only available if specifically described and priced separately.

1. **UNLIMITED TELEPHONIC ASSESSMENT AND REFERRAL:** Unlimited telephonic access to the Company EAP call center staff, available 24 hours per day, 7 days per week, 365 days per year for purposes of assessing Member need and referring to appropriate EAP Services.
2. **COUNSELING SESSIONS:** A clinical session with an EAP Behavioral Health Professional. Sessions are intended to assist with emotional, family, personal, or work related behavioral health issues.
 - **FACE-TO-FACE COUNSELING SESSIONS:** A face-to-face clinical session with an EAP Network Provider. Each member is entitled, on a contract year, up to the number of counseling sessions per problem as set forth herein in the Service and Fee Schedule (e.g., up to three counseling sessions per member per problem under the 3-Session EAP Model). Face-to-face counseling sessions require prior authorization. The member must contact Company to receive referrals and an authorization to a contracted EAP Network Provider. Marital and/or family sessions are considered one problem for the couple or family and sessions are not authorized individually for each attendee.
3. **EAP PROVIDER NETWORK:** A nationwide network of licensed behavioral health professionals, who meet all Company credentialing standards, and who are contracted by Company, as independent contractors, to provide counseling to Members. EAP Network Providers include, but are not limited to: social workers, licensed professional counselors, marriage and family therapists, master's level psychiatric nurses and psychologists.
4. **TRAINING AND EDUCATION:** The term "Training and Education" refers to training, provided by Company, or a Company Contracted educator to the Customer, concerning general behavioral health and work/life issues. This includes Employee Orientation Meetings and Supervisor Orientation Trainings. This training may be provided in different ways, i.e. in-person, telephonically, or web-based.
5. **MANAGEMENT SERVICES:**
 - **MANAGEMENT CONSULTATION:** A telephonic resource for managers, supervisors, and human resources professionals to assist in identifying and resolving workplace issues and promoting a productive workforce. Issues may include but are not limited to employee personal and family issues, behavioral health concerns, workplace conflict, workplace crisis and other disruptions, substance abuse, threats of violence and employee performance concerns. This includes the provisions of guidance to the Customer in making voluntary referrals for employees to the EAP. EAP will coordinate with specialty providers as needed (SAP, DOT, FFD).
 - **MANDATORY REFERRALS:** Case management to assist Customer and employees in addressing significant workplace performance issues. Mandatory referrals are used to monitor compliance with the EAP Behavioral Health Professional's recommendations, wherein the EAP, with appropriate executed release of information forms, confirms the employee's participation in and compliance with the Program.
 - **DRUG FREE WORKPLACE SERVICES:** Suite of services to assist Customer in managing workplace related employee substance mis-use and/or disclosure of substance abuse in the workplace. Services for general employer industries include Company EAP case management of mandatory referrals related to workplace impacted substance abuse, as well as management consultation services as described above. Services for transportation related industries, such as employers who are regulated by DOT, FMCSA, FAA, FRA, FTA, PHMSA, etc., include substance abuse case management by a Substance Abuse Professional (SAP) for Department of Transportation

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regulation compliance. Additional service for transportation regulated employees includes DOT training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness available through American Substance Abuse Professionals (ASAP) or comparable SAP provider. A variety of training formats are available, including on-site, on-line or video.

- **FITNESS FOR DUTY (FFD) CONSULTATION AND COORDINATION:** A Fitness for Duty Evaluation is a forensic evaluation completed by a specially trained psychologist, psychiatrist, outside the EAP, for the purpose of evaluating an employee's ability to safely perform the functions of their job, assess organizational and behavioral risk, and provide a report recommending steps needed to be taken to minimize Customer risk in returning the employee to work. Fitness for Duty Evaluations are outside the scope of EAP, and as such the EAP does not conduct Fitness for Duty Evaluations. Upon specific request, the EAP may assist Customer with locating companies or providers external to the EAP who are capable of performing FFD Evaluations. At all times the Customer is responsible for working directly with the identified FFD provider as well as directly making payment arrangements with that provider for the FFD Evaluation. All decisions, regarding returning to work, retaining or dismissing employees remain with the Customer.
 - **SUBSTANCE ABUSE PROFESSIONAL (SAP) CONSULTATION AND CONTACT INFORMATION:** Upon request of Customer, for drug and alcohol cases that fall under the Department of Transportation (DOT) guidelines, Company shall provide initial and ongoing management consultation on DOT issues. Company will further provide contact information of local providers in our specialized network of qualified Substance Abuse Professionals. The Customer is responsible for choosing and working directly with the SAP, as well as performing Follow-up, Compliance and Aftercare attendance monitoring. The Customer is responsible for payment of the SAP and determines whether the employee or employer pays SAP fees as well as recommended treatment costs.
6. **CRITICAL INCIDENT STRESS MANAGEMENT (CISM)/CRITICAL INCIDENT:** Company will make available to Customer, upon its request, at Customer's premises, an EAP Behavioral Health Professional to provide crisis counseling to Customer's employees in the event of a catastrophic incident affecting a group of employees (e.g. robbery, assault in the workplace, employee death in the workplace, grief related need, natural catastrophe affecting the workplace, employee injury in the workplace). Company will schedule a CISM at the worksite with a group of employees directly impacted by a critical incident as soon as clinically necessary following the traumatic event.
- **REDUCTION IN FORCE:** The process by which a work organization reduces its work force by eliminating jobs, such as closing subsidiaries or departments. On-site services could be either group process or onsite counseling or a combination of both. Provided on a fee for service basis.
7. **COMMUNICATION AND PROMOTIONAL MATERIALS:** Information provided to Employees and management about EAP Services, including, in part, how EAP Services can be accessed for consultation and assistance. The communications and promotional resources may include template e-mails, letters, flyers, wallet cards, and posters for Employees and management. Company will provide reasonable quantities of printed materials in support of implementation and/or on an annual basis at Customer's request at no cost. Reasonable quantities are defined as up to 120% of the number of eligible Employees for items such as flyers or brochures; a quantity up to 5% of the number of eligible Employees for items such as posters; and a quantity of up to 20% of anticipated attendees at health fairs for other promotional items. Requests exceeding these quantities may incur an additional fee.
8. **MANAGEMENT REPORTS:** A specific collection of data and narrative information designed to inform the Customer about the overall utilization of the program. Customer may receive reports on a quarterly electronic basis. If for any 2 consecutive reporting periods there is less than 1% utilization, reporting frequency will default to annual reporting.
9. **INTAKE MODEL:**
- **STANDARD MODEL:** Initial intake calls answered by a care service associate /customer service representative.
10. **EAP EXCLUSIONS:** The following services are outside the scope of the EAP:
- Diagnostic testing and/or treatment.
 - Visits with psychiatrist, including medication management.

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- Prescription medications.
- Services for remedial education.
- Inpatient, residential treatment, partial hospitalizations, intensive outpatient.
- Ongoing counseling for a chronic diagnosis that requires long term care.
- Biofeedback.
- Hypnotherapy.
- Aversion therapy.
- Examination and diagnostic services required to meet employment, licensing, insurance coverage, travel needs.
- Services with a non-contracted EAP provider.
- Fitness for duty evaluations.
- Legal representation in court, preparation of legal documents, or advice in the areas of taxes, patents, or immigration, except as otherwise described in this document.
- Investment advice (nor does plan loan money or pay bills).

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DESCRIPTION OF WORKLIFE SERVICES ADDENDUM

Subject to the terms and conditions of this Services Agreement, the WorkLife Services selected by Customer and provided by Company are reflected in this **Description of WorkLife Services Addendum** and the **Service and Fee Schedule**, (as modified by Company from time to time pursuant to Section 3 of the **General Conditions Addendum**). Additional WorkLife Services may be provided at Customer's written request under the terms of this Services Agreement.

1. WEB-BASED CAREGIVING SERVICES: Services that include information and education in connection with, in part, adoption, child care, parenting, temporary back-up care, summer care, special needs, high-risk adolescents, academic services, education loans, grandparents as parent, adult care, elder care, and disaster resources.

2. WEB-BASED PERSONAL SERVICES: Free educational materials and interactive web tools to assist with:

A. Health & Wellness--Children's health; women's health; men's health; seniors' health; weight loss and nutrition; fitness and exercise programs; general health; safety; stress management; information on diseases and conditions; and more.

B. Daily Life--Home improvement; pet care; consumer information; automotive services; relocation; travel; time management; cleaning services; and more.

3. LEGAL SERVICES: Services provided through the EAP that include:

A. LEGAL SERVICES:

- a. ½ hour Initial Consultation with selected participating attorney on an unlimited number of new Legal Topics (each plan year). Certain topic areas are excluded, including employment law. Also excluded are matters that, in the attorney's opinion, lack merit. Court costs, filing fees and fines are the responsibility of the member. If members choose to continue with the participating attorney and hire that attorney on their own, they will receive 25% off of the fees for services beyond the initial consultation (excluding flat legal fees, contingency fees, and plan mediator services).
- b. Mediation Services – Each member is entitled to one (1) initial thirty minute office or telephone consultation per separate legal matter at no cost with a participating mediator. In the event that the member wishes to retain a participating mediator after the initial consultation, they will be provided with a preferred rate reduction of 25% from the mediator's normal hourly rate. Typical matters may include divorce and child custody, contractual and consumer disputes, real estate and landlord tenant, car accidents and insurance disputes.
- c. Document Preparation: Members have access to telephonic document preparers and an on-line assisted process to complete their own legal document preparation. Member's will receive a preferred discount of 10% off and the types of forms include, divorce, wills, living wills, powers of attorney, immigrations and others.
- d. Simple Will Preparation: Members receive resources to complete one Simple Will.
- e. All initial consultation (and discounted consultations) must be for legal matters related to the Employee and eligible household members.

4. FINANCIAL SERVICES: Services provided through the EAP that include:

A. FINANCIAL SERVICES:

- a. ½ hour Initial Consultation with the selected participating financial counselor on an unlimited number of new Financial Counseling Topics each plan year.
- b. Financial counseling topics include Budgeting, Credit, Debt, Retirement, College Planning, Buying vs. Leasing, Mortgages/Refinancing, Financial Planning, Tax Questions, Tax Preparation, IRS Matters, Tax Levies and Garnishments, Consumer Credit Counseling, and Community Services.
- c. A discount of 25% off the tax preparation services.
- d. Individual Employees may have the option to purchase additional services for a monthly nominal fee.

5. IDENTITY THEFT SERVICES: Services provided through the EAP that include:

A. IDENTITY THEFT SERVICES:

- a. 1-hour telephonic fraud resolution consultation for Identity Theft.

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- b. Coaching and direction on prevention and restoring credit for victims of Identity Theft.
- c. Free Identity Theft Emergency Response Kit for victims of Identity Theft.
- d. Individual Employees may have the option to purchase additional services for a monthly nominal fee.

6. MEMBER WEBSITE:

- A. CORE MEMBER WEBSITE: Access to customizable member website for free webinars, online worklife searches, concierge database, discount program, thousands of articles, videos, and tools on worklife and behavioral health topics.

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DOMESTIC EAP SERVICE AND FEE SCHEDULE

Customer hereby elects to receive the Services designated below. The below Service Fees shall be in effect for the first three (3) years of this Services Agreement, beginning upon the Effective Date of this Services Agreement, and, thereafter, if this Services Agreement is extended by the parties for any additional successive one year term(s), such Service Fees may be revised for each such successive term. Notwithstanding the immediately preceding sentence, the below Service Fees shall be amended by Company, from time to time during the first three (3) years of this Services Agreement and for any future period(s) thereafter, in accordance with the terms of this Service and Fee Schedule.

Services	Service Fees
<p>EAP Session Model</p> <p>Unlimited Telephonic Access</p> <p>with</p> <p>Up to 3 Face-to-Face Counseling Sessions per problem per contract year</p> <p>with</p> <p>Web-Based Caregiving and Personal Services Legal and Financial Services Identity Theft Services Core Member Website</p>	<p>\$ 1.53 PE/PM</p>
<p>Standard Training, Employee Orientation Meetings, Supervisor Orientation and Training</p>	<p>\$275.00 per hour, per educator, plus a charge of \$50.00 per hour of travel to and from the Customer's location.</p> <p>Sessions less than one (1) hour in duration will count as one (1) hour of Training and Education.</p>

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Services	Service Fees
Training and Education Cancellation Fee	Failure to provide Company three (3) business days' notice of cancellation of a previously scheduled training program may result in a charge equivalent to the duration of the training and travel at the contracted rate.
Critical Incident Stress Management (CISM)/Critical Incident	Unlimited CISM Incidents are included in the EAP Session Model PE/PM Rate. CISM Services are limited to 10 hours per incident. Additional hours are \$325.00 per hour, per clinician, plus a charge of \$50.00 per hour of travel to and from the Customer's location.
Critical Incident Stress Management (CISM)/Critical Incident Cancellation Fee	Failure to provide Company with 24 hour notice of cancellation of Workplace Crisis Response Services will result in a charge of \$325.00 per incident.
Reduction in Force	\$325.00 per hour, per clinician, plus a charge of \$50.00 per hour of travel to and from the Customer's location
Reduction in Force Cancellation Fee	Failure to provide Company with 24 hour notice of cancellation of Reduction in Force will result in a charge of \$325.00 per incident.
<p>Drug Free Workplace Services Substance Abuse Case Management by a Substance Abuse Professional (SAP) and/or Department of Transportation regulation compliance</p> <p>DOT training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness</p>	<p>\$750.00 per case</p> <p>DOT Alcohol and Drug-Free Workplace for Supervisors Training to meet Drug-Free Workplace regulations regarding drug and alcohol use. Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.</p> <ul style="list-style-type: none"> • DOT Supervisor Training - 2 hours at \$800 <p>DOT Alcohol and Drug-Free Workplace for Employees Awareness Training (Note: this training does not meet Drug-Free Workplace regulations regarding drug and alcohol use.) Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.</p> <ul style="list-style-type: none"> • DOT Employee Training - 1 hour at \$400

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Company also may adjust Service Fees effective as of the date on which any of the following occurs.

- (1) If, for any Service, there is a 20% change in the number of Employees from the number of Employees assumed in Company's quotation as of the Effective Date of this Services Agreement.
- (2) Change in Services—A material change in Services is requested or initiated by the Customer or by legislative action.
- (3) Premium Taxes or Assessments—If legislative or regulatory action results in the assessment of premium taxes or other like charges as it concerns those Services provided under the terms of this Agreement.

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ADDENDUM A

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

This Addendum between County of Navajo (referred to herein as “Customer” or “Covered Entity”) and Aetna Behavioral Health, LLC (referred to herein as “Company” or “Business Associate”) is an attachment to the Employee Assistance Program Services Agreement between Company and Customer (the “Services Agreement”) and is incorporated by reference therein.

In conformity with the regulations at 45 CFR, Parts 160 through 164) (the “Privacy and Security Rules”), Company will, under the conditions and provisions (as set forth below) have access to, maintain, transmit, create and/or receive certain Protected Health Information:

A capitalized term not otherwise defined herein shall have the meaning given to it in the Privacy Regulations and Security Regulations, as the case may be.

1. Definitions. The following terms shall have the meaning set forth below:
 - (a) ARRA. “ARRA” means the American Recovery and Reinvestment Act of 2009.
 - (b) Breach. “Breach” has the meaning assigned to such term in 45 C.F.R. 164.402.
 - (c) C.F.R. “C.F.R.” means the Code of Federal Regulations.
 - (d) Designated Record Set. “Designated Record Set” has the meaning assigned to such term in 45 C.F.R. 164.501.
 - (e) Discovery. “Discovery” shall mean the first day on which a Breach is known to Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Business Associate), or should reasonably have been known to Business Associate, to have occurred.
 - (f) Electronic Protected Health Information. “Electronic Protected Health Information” means information that comes within paragraphs 1(i) or 1(ii) of the definition of “Protected Health Information”, as defined in 45 C.F.R. 160.103.
 - (g) Individual. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502 (g).
 - (h) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “Protected Health Information”, as defined by 45 C.F.R. 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - (i) Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. 164.103.
 - (j) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (k) Security Incident. “Security Incident” has the meaning assigned to such term in 45 C.F.R. 164.304.
 - (l) Standard Transactions. “Standard Transactions” means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C.F.R., Parts 160-162.
 - (m) Unsecured Protected Health Information. “Unsecured Protected Health Information” means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.
2. Obligations and Activities of Business Associate
 - (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Addendum or as Required By Law.
 - (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
 - (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.
 - (d) Business Associate agrees to report to Covered Entity any Security Incident of the Protected Health Information not allowed by this Addendum of which it becomes aware, except that, for purposes of the Security Incident reporting requirement, the term “Security Incident” shall not include inconsequential incidents that occur on a daily basis, such as scans, “pings” or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Business Associate.
 - (e) Business Associate agrees to report to Covered Entity any Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than sixty (60) calendar days after Discovery of a Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate, to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall

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provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach. Business Associate's notification of a Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, 45 C.F.R. 164.410, and related guidance issued by the Secretary from time to time.

(f) Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable.

(g) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524.

(h) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

(i) Business Associate agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the Privacy and Security Rules.

(j) Business Associate agrees to document such disclosures of Protected Health Information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

(k) Business Associate agrees to provide to Covered Entity the information collected in accordance with this Section to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

(l) With respect to Electronic Protected Health Information, Business Associate shall implement and comply with the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate acknowledges that, (i) the foregoing safeguards, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (ii) Business Associate shall be subject to the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

(m) With respect to Electronic Protected Health Information, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Business Associate, agree to comply with the applicable requirements of Subpart C of 45 C.F.R. Part 164 by entering into a contract that complies with 45 C.F.R. Section 164.314.

(n) If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.

(o) Business Associate acknowledges that, it shall be subject to the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Addendum and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

(p) To the extent Business Associate is to carry out one or more of Covered Entity's obligations(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations(s).

3. Permitted Uses and Disclosures by Business Associate

3.1 General Use and Disclosure

Except as otherwise provided in this Addendum, Business Associate may use or disclose Protected Health Information to perform its obligations under the Services Agreement, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity

3.2 Specific Use and Disclosure Provisions

(a) Except as otherwise provided in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

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(b) Except as otherwise provided in this Addendum, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Breach and Security Incident notifications requirements of this Addendum.

(c) Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Covered Entity's prior written approval and notice from Covered Entity that it has obtained from the Individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Business Associate. The foregoing shall not apply to Covered Entity's payments to Business Associate for services delivered by Business Associate to Covered Entity.

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).

4. Obligations of Covered Entity.

4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) Covered Entity agrees that it will not furnish or impose by arrangements with third parties or other Covered Entities or Business Associates special limits or restrictions to the uses and disclosures of its PHI that may impact in any manner the use and disclosure of PHI by Business Associate under the Services Agreement and this Addendum, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. 164.522.

4.2 Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

5. Term and Termination

(a) Term. The provisions of this Addendum shall take effect on the Effective Date of the Services Agreement, and shall terminate upon expiration or termination of the Services Agreement, except as otherwise provided herein.

(b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Services Agreement and upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:

- i. Provide an opportunity for the breaching party to cure the breach or end the violation, or terminate the Services Agreement, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, or
- ii. Immediately terminate the Services Agreement, if cure of such breach is not possible.

(c) Effect of Termination.

The parties mutually agree that it is essential for Protected Health Information to be maintained after the expiration of the Services Agreement for regulatory and other business reasons. The parties further agree that it would be infeasible for Covered Entity to maintain such records because Covered Entity lacks the necessary system and expertise. Accordingly, Covered Entity hereby appoints Business Associate as its custodian for the safe keeping of any record containing Protected Health Information that Business Associate may determine it is appropriate to retain. Notwithstanding the expiration of the Services Agreement, Business Associate shall extend the protections of this Addendum to such Protected Health Information, and limit further use or disclosure of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible.

6. Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The parties agree to take such action to amend this Addendum from time to time as is necessary for Business Associate and Covered Entity to comply with the requirements of the HIPAA Privacy Rule, the HIPAA Security Rule, the HITECH Act, and HIPAA, as amended.

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(c) Survival. The respective rights and obligations of Business Associate under Section 5(c) of this Addendum shall survive the termination of this Addendum.

(d) Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.

(e) No third party beneficiary. Nothing express or implied in this Addendum or in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. This Addendum shall be governed by and construed in accordance with the same internal laws as that of the Agreement.

The parties hereto have executed this Addendum with the execution of the Agreement.