KNOX-KEENE EAP SERVICES CONTRACT

Contract Effective Date: July 1, 2026

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

RECITALS

A. Claremont offers employee assistance program ("**EAP**") services to clients like Subscriber and is licensed as a specialized health care service plan by the California Department of Managed Health Care ("**DMHC**").

B. Subscriber desires to retain Claremont to implement and provide ongoing EAP services to Subscriber Members.

SECTION I – DEFINITIONS

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

SECTION II – SUBSCRIBER SERVICES

2.1 Eligibility and Enrollment. All eligible Members (as defined in Section 2.3) who live or work within Claremont's Service Area will be enrolled with Claremont EAP and qualified to receive Covered Services. Coverage for eligible Members will commence at the Effective Date of this Contract and then at each open enrollment period or following a proven qualifying event, such as at birth or adoption, marriage, or creation of a domestic partnership. Subscriber shall determine and notify employees of eligibility concerning hourly requirements and any applicable waiting periods. Claremont will refer any disputes or inquiries regarding eligibility requirements or a Member's eligibility, including rights regarding employee renewal and reinstatement, to Subscriber for determination. Any minor child or spouse/former spouse who does not permanently reside with a Member and is ordered by the court that coverage be provided is also eligible for Covered Services under this Contract.

2.2 Dependent Coverage. Dependent coverage is included in Covered Services under the Contract. Dependent is defined as follows:

2.2.1 The lawful spouse or domestic partner of the Employee Member.

2.2.2 An eligible Employee Member's child, up to age twenty-six (26), irrespective of the

dependent child's place of residence, marital, financial, or student status. Adopted children, stepchildren, and foster children are covered from and after the date of placement. Except as stated above, dependents are eligible for coverage on the date the eligible Subscriber employee acquires such dependent.

2.2.3 Coverage will not terminate while a dependent child is and continues to be (1) incapable of self-sustaining employment by reason of mental or physical handicap; and (2) chiefly dependent upon the Member for support and maintenance provided the Member furnishes proof of such incapacity and dependency to Claremont Employee Assistance Program within thirty (30) days of the child attaining the limiting age set forth in paragraph 2 above, and every two (2) years thereafter, if requested by Claremont.

2.2.4 In addition to the above, all Members' parents and mothers and fathers-in-law in the immediate household are eligible for Covered Services by Claremont.

2.3 Covered Services. Claremont will provide EAP services to Subscriber's employees and dependents, referred to as "**Members**", at times and location(s) agreed to and arranged by Claremont and the Members.

2.4 Sessions. Subscriber has contracted for a six (6) session EAP plan. Each Member is entitled to receive no more than six (6) sessions per Benefit Year.

2.5 Payment. Claremont will provide EAP services to Subscriber on a per-capita basis of $3.67 per eligible employee per month for the period of July 1, 2026, through December 31, 2029 ("**Initial Term**") payable in monthly installments in advance on or before the first day of each calendar month. After the Initial Term, Claremont reserves the right to renegotiate service fees and other Contract provisions on an annual basis at the Contract renewal, unless otherwise specified and agreed to between Subscriber and Claremont. All payments shall be via ACH or wire to the account listed below. Remittance advices are to be submitted to billing@uprisehealth.com.

Bank Name: Sunflower Bank
Address: 8117 Preston Rd, Suite 220, Dallas, TX 75225
Routing No: 101100621
Account No. 1100017512
Account Name: Claremont Behavioral Services

Maximum Amount. The maximum payments under this Contract shall not exceed a total of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

2.7 EAP Services. Claremont's EAP services include clinical assessment, counseling, and referral for issues that include marital or relationship difficulties, family and child problems, stress and anxiety, depression, grief and loss, substance abuse, domestic violence, job performance issues, Crisis Intervention, and communication or conflicts. Claremont's EAP services also include individual and/or family outpatient counseling focused on problem resolution, helping the individual and/or family develop early-stage prevention skills that improve their quality of life and family relationships, and that encourage early self-detection and resolution of personal and/or family problems before they become unmanageable, requiring professional assistance.

2.8 Emergency Health Condition.

2.8.1 Emergency Services. Subscriber shall communicate with Members that in the event of a medical emergency, the Member should call 911 or go to the nearest hospital emergency room. Medical emergencies and services for medical emergency or other medical care are not Covered Services, and Claremont will not pay for medical services or care under this Contract. Subscriber shall inform and encourage Members to appropriately use the 911 emergency response system in areas where the system is established and operating when Members have, or believe they have, an emergency psychiatric or medical condition that requires an emergency response.

2.8.2 Claremont provides twenty-four (24)-hour a day, seven (7) days a week Crisis Intervention telephone line for Members. Claremont will assess whether or not a clinical emergency exists and direct appropriate intervention, as well as assess the need for counseling or referrals for medical care and treatment.

2.8.3 Where there is no clinical emergency, but the Member has an urgent need to see a Provider to address a serious problem or condition, Claremont will schedule the Member with a Provider who will offer an appointment within an appropriate time frame.

2.8.4 Claremont will maintain a twenty-four (24)-hour a day, seven (7) days a week EAP telephone line for Members regarding EAP services. Members may call the EAP services line for confidential assistance and referral to counseling services from Claremont's network of Providers.

2.8.5 The EOC contains the full list of Benefits, limitations, and exclusions for EAP services for Members.

2.9 Member Cost-Share. There are no Co-Payments, deductibles, or other cost-shares required for a Member to access EAP services. Subscriber shall pay all fees for EAP services provided by Claremont under this Contract. Upon each call to the EAP services line, Claremont shall inform the Member of the number of visits he/she is entitled to receive under the Contract.

2.10 Supplemental Benefits. In addition to EAP services, Claremont also provides other supplemental benefits for Members that are listed and further descried in the EOC ("**Supplemental Benefits**"). If Subscriber opts to receive Supplemental Benefits under this Contract, Subscriber shall pay Claremont for these services in accordance with the pricing terms set forth in the EOC.

2.11 Subscriber-Only Benefits. Claremont also provides several Subscriber-only benefits designed for employers and their managers. The listing, description, and terms of these services for employers and managers are in Exhibit B, which is attached to this Contract and incorporated by this reference. If Subscriber opts to receive these services, Subscriber shall pay Claremont for these services in accordance with the pricing terms set forth in Exhibit B.

2.12 Additional Disclosures. Please refer to the EOC for additional disclosures that pertain to EAP services provided by Claremont.

SECTION III – TERM AND TERMINATION

3.1 Term. This Contract shall commence on the Effective Date and continue for a term of 42 months (the "**Initial Term**"). The Contract shall automatically renew on the same terms and conditions for successive periods of 12 months (each a "**Renewal Term**") unless either Claremont or Subscriber provides at least sixty (60) days' prior written notice of its intent to terminate. Such notice may be provided at any time during the Initial Term or any Renewal Term, with termination becoming effective sixty (60) days following receipt of the notice.

3.2 For Cause Termination. Either Party may at its option, terminate this Contract by notice to the other Party if the other Party breaches one of its obligations under this Contract and fails to cure that breach or default within a period of thirty (30) days after receiving notice identifying that breach. The rights described in this Section 3.2 to terminate this Contract shall be in addition to any other remedy available to the non-breaching Party, whether under this Contract or in law or equity, on account of that breach.

3.3 Termination for Fraud. Claremont reserves the right to cancel this Contract for fraud or deception by Subscriber in obtaining this Contract or in the use of EAP services by Members. Claremont also reserves the right to cancel the coverage of any Member under this Contract for fraud or deception in the use of EAP services by that Member or person claiming to be a family member or dependent of that Member. Claremont shall send Subscriber a notice of cancellation prior to the effective date of such cancellation.

3.4 Termination for Non-Payment of Premiums. In accordance with Health & Safety Code Section 1365 and 28 CCR Section 1300.65, Claremont may terminate this Contract for cause if payment for services rendered becomes one hundred and five (105) days past due. If payment for services rendered becomes thirty (30) days past due, Claremont will provide Subscriber with a Notice of Cancellation for Nonpayment of Premiums and Grace Period. The Grace Period extends seventy-five (75) days from the date the Notice of Cancellation for Nonpayment of Premiums and Grace

Period is sent and 105 days from the due date of the original payment. If payment for services rendered becomes seventy-five (75) days past due, Claremont will provide Subscriber thirty (30) days final notice of intent to terminate the contract for nonpayment. If Claremont does not receive payment within those thirty (30) days, Claremont may terminate the Contract. Member coverage will terminate as provided in the Notice of Cancellation for Nonpayment of Premiums and Grace Period. If Claremont cancels or declines to renew this Contract, Claremont shall mail a notice of cancellation to Subscriber at Subscriber's address of record.

3.4.1 *Reinstating Contract.* Claremont may accept payment after the termination of coverage as provided in the Notice of Cancellation for Nonpayment of Premiums and Grace Period. If Claremont accepts payment, the Contract shall be reinstated as though it had never been cancelled. After termination, Claremont will permit reinstatement of the Contract as if it had not been terminated, once during any twelve (12)-month period, if Subscriber pays the delinquent fees prior to the next payment date.

3.4.2 *Subscriber's Duty to Notify Members*. Subscriber is required to promptly provide its Members a legible, true copy of any notice of cancellation received from Claremont. Subscriber will provide Claremont with proof of the date of mailing, in the form of an attestation from individual performing the mailing, within five (5) business days of the date that Claremont provided notice of cancellation. Member coverage will terminate as provided in the Notice of Cancellation for Nonpayment of Premiums and Grace Period.

3.5 Payment during Termination Period. Subscriber is responsible for payment of Premiums under Section 2.3 until the effective date of termination. Claremont shall within thirty (30) days return any pro rata portion of fees paid to Claremont by Subscriber for any payment that has been received for any unexpired period, less any amounts due Claremont.

3.6 Notice of Termination. Subscriber shall provide its Members notice of any termination under this Section III.

3.7 Review by the DMHC. If Subscriber alleges that this Contract has been or will be improperly cancelled, rescinded, or not renewed, Subscriber may request a review by the Director of the DMHC pursuant to Health & Safety Code Sections 1365 and 1368.

3.8 No Additional Referrals. Claremont will not refer or accept additional eligible Members for EAP services after the date of termination of this Contract.

3.9 No Retroactive Termination. Claremont does not engage in retroactive termination, and Members covered under this Contract will not be held retroactively responsible for any services provided to them by Claremont.

3.10 Provider Contract Termination. Upon termination of a Provider contract, Claremont will pay the Provider to complete all Member EAP sessions remaining for sessions in progress, unless

Claremont makes reasonable and clinically appropriate provision for the assumption of such services by another contracting Provider. In either case, no costs will be incurred by Subscriber or any Member due to this Provider contract termination event. Claremont will provide sixty (60) days' written notice to Member/Subscriber of any termination or breach of contract by, or inability to perform of, any contracting Provider if Member/Subscriber may be materially and adversely affected thereby.

SECTION IV – CONFIDENTIALITY

4.1 Confidentiality. Subscriber shall not disclose or cause to be disclosed any Confidential Information or proprietary information, records, or other documents relating to the practice, services, operations or business of Claremont that Subscriber obtains during the term of this Contract except as necessary to perform its obligations under this Contract.

4.2 The term "**Confidential Information**" shall mean any business strategies, designs, plans and procedures, software, tools, processes, forecasts, projections, methodologies, data, reports, agreements, intellectual property, client lists, and trade secrets of Claremont and any information, including personal information, of or relating to Claremont and its affiliates, employees, clients, customers, agents, suppliers, and licensors (including their intellectual property and other proprietary information), or other proprietary information of Claremont marked confidential or identified as confidential by Claremont at the time of disclosure to Subscriber.

4.3 Member Information. The Parties shall use and disclose all patient information only in accordance with all applicable laws and regulations, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**"), California Civil Code § 56 *et seq*., and any implementing regulations promulgated under those statutes, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, and any other HIPAA or HITECH amendments or implementing regulations.

4.4 Records Maintenance. Claremont will maintain confidential records regarding EAP services provided to Members for a period of seven (7) years or for a longer period otherwise required by law. All records that Claremont prepares and maintains are the sole property of Claremont, unless otherwise provided by law, and will be confidentially retained by Claremont during the term of the Contract and if the Subscriber Contract terminates or expires.

SECTION V – INDEMNITY AND INSURANCE

5.1 Indemnity. Claremont shall indemnify, defend, protect, and hold harmless Subscriber from and against any and all claims, damages, suits, judgments, liabilities, losses, court costs, and expenses,

arising out of Claremont's gross negligence or intentional misconduct in performing its obligations under this Contract. Subscriber agrees to assume the risk of and liability for and shall indemnify, defend, protect, and hold harmless Claremont and its officers, agents, and employees from and against any and all claims, damages, suits, judgments, liabilities, losses, court costs, and expenses arising out of the negligence or intentional misconduct by Subscriber or its employees/representatives.

5.2 Insurance. Claremont will maintain, during the term of this Contract, general liability professional malpractice insurance in the minimum amount of one million dollars ($1,000,000) per each occurrence limit and three million dollars ($3,000,000) aggregate limit. Claremont requires its contracted Providers to maintain professional liability insurance of not less than one million dollars ($1,000,000) per claim and a three million dollars ($3,000,000) aggregate limit.

SECTION VI – MISCELLANEOUS TERMS

6.1 Proposed Changes. Claremont will not propose an increase in costs or a change in Benefits without providing thirty (30) days' advanced written notice to Subscriber.

6.2 Grievances. The "800" telephone number for use by Members for filing complaints and Grievances with Claremont is 1-800-834-3773.

6.3 Hold Harmless. No Member shall be liable for any payments due from Claremont to Providers if Claremont fails to pay Providers.

6.4 COBRA. Subscriber shall notify Claremont if EAP services are to be included in Subscriber's benefit plans subject to COBRA.

6.5 Distribution of EOC. Subscriber shall distribute the EOC in Exhibit A to Members upon enrollment and annually thereafter during the term of this Contract.

6.6 Waiver and Amendment. No waiver, modification, or amendment of this Contract is valid unless in writing and duly executed by both Parties.

6.7 Assignment. Subscriber may not assign or delegate any obligations or rights under this Contract without the prior written consent of Claremont.

6.8 Successors and Assigns. Except as otherwise expressly provided in this Contract, this Contract will be binding on, and will inure to the benefit of, the successors and permitted assigns of the Parties. Nothing in this Contract is intended to confer upon any party (other than the Parties or their respective successors and permitted assigns) any rights or obligations under or by reason of this Contract, except as expressly provided in this Contract.

6.9 Governing Law. This Contract is to be interpreted under the laws of the State of California, without regard to its conflict of laws principles, and is intended to be consistent with the requirements of

the Knox-Keene Health Care Service Plan Act of 1975, as amended. The Plan is subject to the requirements of Chapter 2.2 of Division 2 of the Code and of Chapter 1 of Title 28 of the California Code of Regulations. The provisions of said Act will bind the parties regardless of any contrary wording in this Subscriber Contract. Any provision of the Act or Rules required to be in this Contract shall bind Claremont whether or not provided herein. Both Parties will comply with applicable laws in the performance of their obligations under this Contract.

6.10 Notices. All notices by either Party shall be to the addresses indicated below (or such other addresses as the parties may designate):

To Subscriber: Napa County
1195 3rd Street
Napa, CA 94559

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

6.11 Language Assessment. Subscriber shall complete and return Claremont's language assessment survey for Subscriber's Members within thirty (30) days of the effective date of the Contract and every three (3) years after the effective date of the Contract during the term of this Contract, in accordance with Health & Safety Code § 1367.04 and 28 C.C.R. § 1300.67.04.

6.12 Relationship of the Parties. Claremont agrees its relationship to the Subscriber during the term of this Contract is that of an independent contractor, and as such, Claremont has no right or authority to commit or otherwise obligate Subscriber or any of its affiliates to any third party in any manner. Claremont agrees that as an independent contractor, no Social Security or federal or state income tax will be deducted by Subscriber and no retirement and unemployment benefits, disability, old age, survivors, workmen's compensation, and hospital insurance or other benefits available to Members will accrue.

6.13 Anti-Discrimination. Claremont will not refuse to enter into any contract or will not cancel or decline to renew or reinstate any contract, and will not discriminate against any Member, Provider, or applicant because of race, religion, color, sex, age, marital status, handicap status, veteran status, sexual orientation, ancestry, or national origin. Claremont agrees that to the extent applicable to this Contract, Claremont will comply with all applicable provisions and requirements of Executive Order 11246, as amended by Executive Order 11375, setting forth the rules, regulations, and relevant orders of the Secretary of Labor, as well as California Statutes 12940 (Non-Discrimination in Employment), 12945 (Pregnancy Leave Non-Discrimination), and Section 504 of the Federal Rehabilitation Act of 1973 (Non-Discrimination of Handicap).

6.14 Counterparts. This Contract may be executed in multiple counterparts, each of which shall be

deemed an original and all of which together shall be deemed one and the same instrument.

6.15 Authorizations. Each Party warrants that it has the full right, power, and authority to enter into and fully perform its obligations under this Contract and that the execution, delivery, and performance of this Contract by that Party does not conflict with any other agreement to which it is a party or by which it is bound.

6.16 Interpretation. Each Party has had the opportunity to have counsel of its choice examine the provisions of this Contract, and no implication shall be drawn against any Party by virtue of the drafting of this Contract.

6.17 Recitals and Exhibits. The recitals and exhibits set forth in this Contract are made a part of the Contract by this reference.

SECTION VII – ARBITRATION

7.1 Binding Arbitration. All disputes under this Contract that cannot be resolved informally must be submitted to binding arbitration under the commercial rules of Judicial Arbitration and Mediation Services ("**JAMS**"). By signing this Contract, Subscriber agrees that neither the Subscriber nor Members will retain any right to a trial by jury or a court trial in the case. It is understood that any dispute as to professional malpractice, that is as to whether any professional services rendered under this Contract were unnecessary or unauthorized or were improperly, negligently, or incompletely rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both Parties, by entering into this Contract, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

7.2 Number of Arbitrators. For those disputes for which the total amount of damages claimed is $200,000 or less, the Parties to the dispute shall select a single arbitrator who shall have no jurisdiction to award more than $200,000.

7.3 Venue. The arbitration shall take place in Orange County, California, and judgment upon any award rendered by the arbitrator may be duly entered in any court in the State of California, having jurisdiction thereof. The Parties shall share the costs of arbitration equally, and each Party shall bear its own attorneys' fees and costs.

7.4 Financial Hardship. In case of financial hardship, JAMS may determine that the Member may not be required to pay for the administrative costs of arbitration. Claremont will provide the Member, upon request, with an application for relief under this requirement. If JAMS does not grant such a request, Claremont shall, in cases of extreme hardship, assume all or a part of Member's share of those administrative costs.

[*signature page follows*]

CLAREMONT
uprisehealth

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereby execute this Contract.

Napa County ("**SUBSCRIBER**")

By:_____

Print Name: _____

Title:_____

Date:_____

CLAREMONT BEHAVIORAL SERVICES ("**CLAREMONT**")

By: Signed by: Rebika Shaw 966D00B09CF34B8...

Print Name: Rebika Shaw

Title: CEO

Date: 7/29/2026 | 1:23:20 PM PDT

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Susan B. Altman Deputy County Counsel Date: July 29, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

Exhibit A of EAP Services Contract

Claremont Behavioral Services

Employee Assistance Program (EAP)

Combined Evidence of Coverage and Disclosure Form

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

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

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

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

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

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

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

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COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM

Welcome to Claremont Employee Assistance Program

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

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

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

Claremont Behavioral Services, Inc. Employee Assistance Program

2 Park Plaza, Suite 1200

Irvine, CA 92614

(800) 834-3773

Website: www.claremonteap.com

INTRODUCTION TO CLAREMONT EMPLOYEE ASSISTANCE PROGRAM

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

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

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

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

Requesting Your Confidential Medical Information

You have a right to access your Medical Information under California law, including for services received via a telehealth provider. You also may request the form and format of communications that Claremont sends to you containing your Medical Information (as defined under Important Terms below) and/or your provider's name and address by contacting Claremont online at www.claremonteap.com/contact-us, by mail at 2 Park Plaza, Suite 1200, Irvine, CA 92614, via email at compliance@uprisehealth.com, or by telephone 800-834-3773. Claremont will comply with that request if the form and format is readily producible. Your request shall remain valid until you revoke the request or submit a new request. Claremont shall implement your request within seven (7) calendar days of receiving it electronically or within fourteen (14) calendar days of receiving it by first-class mail. Claremont will acknowledge receiving your request and let you know the status of implementing such a request.

Protecting Your Confidential Medical Information

Claremont EAP will protect your Medical Information, including Medical Information regarding Sensitive Services (which includes Gender Affirming Care and abortion services), as required by law. Claremont EAP will (i) limit access to Medical Information to only those persons or entities authorized by law to access it, and (ii) prevent disclosure of Medical Information regarding abortion services to persons and entities outside of the State of California, except as required by law. If you have any questions about your Medical Information (including information regarding Sensitive Services), how to access such information, and how Claremont EAP protects such information, you can contact Claremont at compliance@uprisehealth.com or 800-834-3773.

Organ Donation

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

Language Assistance

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

Telehealth

You may receive Covered Services on an in-person basis or via telehealth from a Provider. There is no cost to you whether those Covered Services are provided to you in person or via telehealth, and there is no difference in the cost to your Employer whether those services are provided in person or via telehealth. If you are currently receiving telehealth services from a Provider, you have the option of continuing to receive that service with your current Provider so long as your Provider remains contracted with Claremont EAP to provide those services to you.

Consent to Receive Services. Before receiving telehealth counseling services, your Provider shall inform you about the use of telehealth and obtain your verbal or written consent for the use of telehealth as an acceptable mode of delivering these counseling services. Your Provider shall document your consent to receive counseling services through telehealth.

Third-Party Corporate Telehealth Services. Claremont or your Provider should ask for your primary care provider (PCP) contact information before you receive telehealth services from a third-party corporate telehealth provider[1] like BetterHelp. If you want such records shared with your PCP, you additionally need to sign an authorization that allows the third-party corporate telehealth provider to provide those counseling records to your PCP. If you do not wish for the third-party corporate telehealth provider to share your counseling records with your PCP, you may decline to provide such PCP information to Claremont and the Provider and/or decline to sign an authorization. It is your right to protect your

[1] A "third-party corporate telehealth provider" means a corporation directly contracted with Claremont that provides health care services exclusively through a telehealth technology platform and has no physical location where you can receive counseling services.

counseling records and prevent those records from being shared with your PCP. If you decline to provide your PCP information or do you not sign and return an authorization for such a disclosure, your third-party

corporate telehealth provider will ***not*** share your counseling records with your PCP.

Records Access. You have the right to access any records related to Covered Services you receive from a telehealth Provider, pursuant to and consistent with California Health & Safety Code Division 106, Part 1, Chapter 1, starting with Section 123100. Contact Claremont if you would like to access these records, and Claremont will assist you with the process.

IMPORTANT TERMS

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

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

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

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

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

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

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

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

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

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

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

or serious bodily or psychological harm to you or others.

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

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

EXCLUSIONS mean services that are not covered under the Plan.

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

GENDER AFFIRMING CARE means medically necessary health care and gender affirming mental health care that respects the gender identity of the patient, as experienced and defined by the Member, and may include, but is not limited to: (i) interventions to suppress the development of endogenous secondary sex characteristics, (ii) interventions to align the Member's appearance or physical body with the Member's gender identity, and (iii) interventions to alleviate symptoms of clinically significant distress resulting from gender dysphoria.

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

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

INDIVIDUALLY IDENTIFIABLE means that the Medical Information includes or contains any element of personal identifying information sufficient to allow identification of the Member, such as the Member's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the identity of the Member.

MEDICAL INFORMATION means any Individually Identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a Member's medical history, mental health application information, Reproductive or Sexual Health Application Information, mental or physical condition, or treatment.

MEMBER means (1) the covered employee of a Subscriber organization ("Employee Member"); (2) an Employee Member's (a) lawful spouse or domestic partner, (b) dependent child (whether natural, adopted, step, foster, or the child of a spouse or domestic partner—collectively "dependent child(ren)"), up to and including children twenty-six (26) years old and regardless of whether the dependent child resides in the Employee Member's household, but provided the dependent child resides within the approved Service Area, and (c) family member (including but not limited to: child (dependent or otherwise), spouse, domestic partner, parent, or parent-in-law) resident in the Employee Member's household. Those in category (2) above are collectively "Dependent Member(s)." (See "Eligibility" section, below.)

PLAN means Claremont Employee Assistance (EAP) Plan.

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

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

REPRODUCTIVE OR SEXUAL HEALTH APPLICATION INFORMATION means information about an individual's reproductive health, menstrual cycle, fertility, pregnancy, pregnancy outcome, plans to conceive, or type of sexual activity collected by a Reproductive or Sexual Health Digital Service, including, but not limited to, information from which one can infer someone's pregnancy status, menstrual cycle, fertility, hormone levels, birth control use, sexual activity, or gender identity.

REPRODUCTIVE OR SEXUAL HEALTH DIGITAL SERVICE means a mobile-based application or internet website that collects reproductive or sexual health application information from a consumer, markets itself as facilitating reproductive or sexual health services to a consumer, and uses the information to facilitate reproductive or sexual health services to a consumer.

SENSITIVE SERVICES means all health care services related to mental or behavioral health, sexual and reproductive health, sexually transmitted infections, substance use disorder, Gender Affirming Care, and intimate partner violence.

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

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

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

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

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

OBTAINING YOUR EAP BENEFITS

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

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

professional issues.

6. Counseling sessions are conducted in person by the referred provider, unless other arrangements are made to the satisfaction of the Member.

PRINCIPAL EAP BENEFITS AND COVERAGE

This section summarizes the Covered Services provided to Members.

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

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

The services offered by the Claremont EAP include problem assessment and counseling. Formal medical diagnoses or ongoing treatment services are not provided. EAP services provided to you may include referring you to non-covered community resources or, if applicable, your full-service health plan for ongoing assistance. You are responsible for the payment of any cost or fees for such non-covered services.

LIMITATIONS AND EXCLUSIONS

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

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

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

1. Any service that has not been pre-authorized by Claremont EAP.
2. Services not listed under the section entitled “Principal EAP Benefits and Coverage” are not covered.

3. Child custody determinations.
4. Legal action taken against Member's employer or any consultation related to employment law.
5. Aversion Therapy.
6. Biofeedback and hypnotherapy.
7. Court-ordered services, including services required as a condition of parole or probation, except to the extent the Member is otherwise entitled to services.
8. Services for remedial education, including evaluation or treatment of learning disabilities or minimal brain dysfunction; developmental and learning disorders; behavioral training; or cognitive rehabilitation.
9. Treatment or diagnostic testing related to learning disabilities, developmental delays, or educational testing or training.
10. Services received from a non-contracting Provider, unless prior written authorization is provided by the Plan.
11. Psychological testing.
12. Examinations and diagnostic services in connection with the following: work status, obtaining or continuing employment; obtaining or maintaining any license issued by a municipality, state, or federal government; securing insurance coverage; foreign travel or school admissions.
13. Services of a psychiatrist (M.D.), including medication management or medication consultation.
14. Prescription drugs.
15. Inpatient, Outpatient, or Residential services for behavioral health or substance abuse treatment.
16. Evaluations for emotional support animals.

SECOND OPINION

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

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

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

Procedures" for information regarding submission of a Grievance to the Plan.

CHOICE OF PROVIDERS

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

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

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

Some contracting Providers are capable of conducting counseling services remotely via video. Video counseling sessions are accounted in the same way and subject to the same eligibility, limitations, and exclusions as non-video counseling. If you wish to conduct your counseling sessions via video, please tell your intake counselor so you can be referred to the appropriate Provider and provided instructions on accessing secure video services.

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

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

FACILITIES

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

CONTINUITY OF CARE

1. Terminated Providers – Should the Provider, or the Plan terminate a provider contract, Members may request continuity of care for assessment and referral, or counseling services that began prior to the date of termination. The Plan will authorize and cover the completion of remaining services. The Plan will provide you written notice prior to the termination of any contracting EAP Provider. The notice will include information on how to request continuity of care.
2. New Employee – any new Member involved in a current episode of short-term counseling with a prior employee assistance program (EAP) service Provider at the time their employer terminated the prior EAP contract, may request continuity of care to continue counseling with that Provider under the former plan. Such new Member will be allowed a reasonable transition period to continue his or her course of treatment with the prior EAP service Provider. The Plan will authorize and cover the completion of the remaining services, up to the limits of the number of counseling Sessions to be provided by the Plan under the new Subscriber Contract. The Plan will not attempt to offer or cover continuity of care beyond the scope of employee assistance services and its licensed capabilities.

OBTAINING EMERGENCY SERVICES

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

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

CRISIS INTERVENTION

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

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

INDEPENDENT MEDICAL REVIEW

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

ELIGIBILITY, ENROLLMENT, EFFECTIVE DATE, AND RENEWAL PROVISIONS

ELIGIBILITY

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

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

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

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

1. The lawful spouse or domestic partner of the Employee Member.
2. An Employee Member's dependent child, up to and including age twenty-six (26), irrespective of the dependent child's place of residence, marital, financial, or student status, providing, however, that the dependent child resides within the approved Service Area. Dependent adopted children, stepchildren, and foster children are covered from and after the date of placement and are included in all references to an Employee Member's "child(ren)" or "dependent child(ren)."
3. Coverage will not terminate while a dependent child is and continues to be (1) incapable of self-sustaining employment by reason of physically or mentally disabling injury, illness, or condition; and (2) chiefly dependent upon the Employee Member for support and maintenance, provided the Member furnishes proof of such incapacity and dependency to Claremont Employee Assistance Program within sixty (60) days of the child attaining the limiting age set forth in paragraph 2 above, and every two (2) years thereafter, if requested by the Plan.
4. In addition to the above, Employee Members' family members (including but not limited to a child (dependent or otherwise), spouse, domestic partner, parent and parent-in-law), if residing in the Employee Member's household, are eligible for Covered Services under the Plan. Dependents are eligible for coverage on the date the Employee Member becomes eligible for coverage, or as of the date a covered Employee Member acquires such dependent.

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

ENROLLMENT

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

EFFECTIVE DATE OF COVERAGE

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

RENEWAL PROVISIONS

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

SUPPLEMENTAL BENEFITS

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

Service	Description	Amount
Legal Consultations	Provide Members with one initial telephonic or in-person 30-minute legal consultation, per issue, with a qualified legal professional. A 25% discount is available for any legal services beyond the initial consultation. Attorneys have expertise in areas such as family law, consumer issues, traffic violations and personal injury, etc.	Consultations: One (1) 30-minute legal consultation per issue. Then 25% reduction from the normal hourly rate if member retains attorney.

Financial Consultations	Members will have ongoing access to money coaches and online financial resources.	Unlimited access to money coaches and online financial resources
Childcare Consultations and Referrals	Provide Members with one telephonic consultation per issue to assist with childcare and parenting issues; provide referrals to family day care homes, infant centers, pre-schools, before/after school programs, sick/emergency care, in-home options, and care for special needs children.	Unlimited Consultations and Referrals.
Elder/Disabled Care Consultations and Referrals	Provide Members with one telephonic consultation per issue to assist with elder care and disabled adult issues; provide referrals to elder/disabled care providers and/or support services for those issues.	Unlimited Consultations and Referrals.
Pet Care Referrals	Provide Members with one telephonic consultation per issue; provide referrals to vets, animal hospitals, pet services, groomers/boarders, transportation services, pet insurance, and obedience classes for their pets; provide educational materials including tip sheets and checklists also provided.	Unlimited Consultations and Referrals.
Adoption Assistance	Provide Members with telephonic consultations about adoption options and the adoption process; provide referrals to public and private adoption agencies, adoption support organizations, single parent adoptions, adopting special needs children, step-parent adoptions, and international adoptions; provide educational materials including tip sheets and resource listings.	Unlimited Consultations and Referrals.

School and College Selection Assistance	Provide Members with telephonic consultations about school and college selection issues; provide referrals to elementary and secondary public/private schools and after school programs, state/private colleges and universities, test preparation courses, financial aid, educational consultants; provide educational materials including College Guidebook, SAT information, tip sheets, checklists, and resource listings.	Unlimited Consultations and Referrals.

Community Resources Referrals	Provide referrals for Members to available Community Resources for assistance with personal- or work-related issues affecting the quality of life of the Member requesting the referral (e.g., substance abuse programs, domestic violence support groups).	Unlimited Consultations and Referrals.
Convenience Referrals	Provide referrals for Members to available daily living services such as home repair, errand services, travel, entertainment and apartment locator services.	Unlimited Consultations and Referrals.
Wellness Referrals	Provide help with physician searches, medical support groups, fitness centers, diet & nutrition resources, alternative medicine and other resources	Unlimited Consultations and Referrals.

CONFIDENTIALITY AND RELEASE OF INFORMATION

The Plan will maintain the confidentiality of all Member EAP records except to the extent that disclosure is authorized by the Member in writing or is otherwise mandated or allowed by federal and state law. Please see Claremont's Notice of Privacy Practices for a complete list of permitted disclosures. All EAP case records are maintained in compliance with all federal and state laws protecting the confidentiality and security of EAP records. The Plan maintains a comprehensive standard procedure on the confidentiality of case records that prescribes how Member case records are to be maintained.

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

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

ANTI-DISCRIMINATION NOTICE

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

contracting party, or person reasonably expected to benefit from that contract as a Subscriber, Member, dependent, or otherwise.

ANTI-FRAUD PLAN

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

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

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

TERMINATION OF BENEFITS

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

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

1. ***Termination by your employer (Subscriber) –*** Subscriber shall have the option to terminate this contract for cause upon thirty (30) days written notice to the Plan.

2. ***Termination by the Plan of contract with Subscriber for non-payment –*** If your employer (Subscriber) fails to pay our fees, the Plan may terminate the Subscriber Contract for non-payment. The Plan will first give your employer thirty (30) days' notice of our intent to terminate the Subscriber Contract for non-payment. If payment is not received within those thirty (30) days, we will terminate the contract, wherein your employer will furnish you notice of the termination. Ongoing treatment will not be interrupted due to non-payment or contract termination.

3. ***Termination of coverage based on your conduct*** **–** The Plan reserves the right to cancel your coverage for Fraud or deception in the use of EAP services. "Fraud" includes knowingly making, or causing, or permitting to be caused false statements in order for you or another person to obtain EAP services to which you or the other person is not entitled. "Fraud" also includes any act that constitutes Fraud under applicable federal or state law. Cancellation is effective thirty (30) days after receipt of notice of cancellation.

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

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

INDIVIDUAL CONTINUATION OF BENEFITS

ELECTING COBRA COVERAGE

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

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

You must notify your employer that you elect to continue the EAP benefit. Your employer will include your name on a list of employees who have selected the EAP benefit under COBRA and will provide the Plan this updated list on a regular basis. If you elect to continue this benefit, you will be responsible for the premium payment. Your employer will provide you information on the monthly premium due for your continued coverage and the process for remitting payment through the employer. You will not be responsible for filing a claim for EAP services under COBRA.

LIABILITY OF SUBSCRIBER OR MEMBER FOR PAYMENT

CO-PAYMENT

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

PREPAYMENT OF FEES

Your employer is paying the monthly Premium for your EAP services. Neither you nor your dependents have any responsibility for payment of any Premiums or Co-Payments for EAP services provided to you under the Plan. All EAP services are 100% paid for by your employer under the Subscriber Contract it

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

OTHER CHARGES

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

LIABILITY FOR SUMS OWED BY CLAREMONT EMPLOYEE ASSISTANCE PROGRAM

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

REIMBURSEMENT PROVISIONS

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

HOW CLAREMONT EAP COMPENSATES EAP PROVIDERS

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

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

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

COMPLAINT, GRIEVANCE, AND APPEALS PROCEDURES

COMPLAINT/GRIEVANCE PROCESS

Claremont Employee Assistance Program has established a Grievance process for receiving and resolving Member complaints. If you experience any problem with services delivered through Claremont EAP, call

the Contact Center at 800-834-3773. You may also submit a complaint or grievance online at www.claremonteap.com, or by mailing notice of your grievance to:

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

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

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

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

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

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

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

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

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

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

MEMBER PROCESS

Our Grievance policies and procedures have been developed to address Member complaints, quality of care and service issues, and appeals. Claremont EAP's grievance procedures will be communicated to all Members at the time of membership and annually thereafter, by way of Claremont EAP's Combined

Evidence of Coverage and Disclosure Form. The Grievance process, a printable Grievance form, and instructions for submitting Grievances online are described and available on Claremont EAP's website at www.claremonteap.com/contactus, or by calling 800-834-3773, or by writing sent to the following address:

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

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

All borderline inquiries that may be complaints are treated as complaints. All quality-of-care Grievances are brought to the attention of the Clinical Director within 24 hours of receipt. A Grievance may be initiated by telephone, online, or in writing.

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

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

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

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

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

ARBITRATION

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

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

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

REVIEW BY THE DEPARTMENT OF MANAGED HEALTH CARE

The California Department of Managed Health Care is responsible for regulating health care services plans. If you have a grievance against your health plan, you should first telephone your health plan at **1-800-834-3773** and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related

to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (**1-888-466-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The department's internet website **www.dmhc.ca.gov** has complaint forms, IMR application forms, and instructions online.

PUBLIC POLICY COMMITTEE

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

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

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

SERVICE AREA

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

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Exhibit B of EAP Services Contract

Services for Employers and Managers

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

Service	Description	Amount
Employee Orientations	Provide virtual 15–30-minute orientation sessions for Employees for the purpose of educating such Employees regarding health, wellness, and work-related topics. Additional orientation materials are made available on-line.	Virtual sessions for employees available upon request.
Manager Orientations	Provide virtual, one-hour, training sessions for Managers to introduce them to the assistance and consultative aspects of the EAP. Additional orientation materials are made available on-line.	Virtual sessions for managers available upon request.
Critical Incident Stress Debriefing (CISD) Services	Provide onsite or virtual clinical counseling services at any one site on any one day with a trained specialist to respond to emergency situations such as an act of violence, death of a co-worker, robbery, or a natural disaster.	Bank of 20 hours annually for CISD services. Any hours exceeding the bank of hours are charged as Fee for Service: • Standard Response Next Day: $450 per hour (2 hr. min) • Same Day Response Outside of 2.0 hours: $500 per hour (2 hr. min) • Immediate Response Within 2 hours: $600 per hour (2 hr. min) • Additional fees may apply for cancellations, bilingual counselors and remote locations (travel).
Management / HR Consultations	Provide telephonic consultations with Claremont staff to Managers regarding Employees with personal- and/or work-related problems that affect Employee productivity.	Unlimited Consultations.
Virtual/Onsite Seminars	Provide on-site or virtual video seminars on various health and wellness subjects.	Bank of 20 hours annually for CISD services. Any hours exceeding the bank of hours are charged as Fee for Service: Virtual or In Person: $325 per hour
Health Fairs	Provide information about the EAP, virtually at any one Employer-sponsored Health Fair, on any one-day.	Virtual support requires minimum of 3 weeks' notice. In person attendance is fee for service: $200 for the first hour, $65 for

		additional hours, plus mileage/tolls, parking, etc. Digital materials included. Printed/shipped materials and giveaways fee for service at the time of order.
Utilization Reports	Client Reporting Dashboard for utilization reports detailing utilization data and general observations and recommendations to Employer. Reports do not identify specific individuals accessing the program (under confidentiality laws).	Access can be provided to client contacts upon request
Claremont Personal Advantage Website	Access to Claremont Personal Advantage website for Articles, Resources, Videos and Assessments about Health/Wellness, Legal/Financial, Webinars, Emotional Well-Being & Balanced Life.	Included.
Promotional Materials	Provide digital program communication materials such as flyers and newsletters.	Printed program materials can be ordered and shipped fee for service (print and ship fees priced at time of request)
Digital Mental Health Services	Access to the Platform for Members. "Platform" means the features of the Plan's web-based software platform and mobile applications that are listed below (including any modification, release or substitute as may be provided to from time to time): a. Navigation platform and digital library b. Evidenced-based clinical assessment that generates a personal well-being and stress score c. Self-direct CBT courses d. Engagement messages and material (digital) e. Individuals track their own progress f. 8 Coaching Sessions per year	Included.

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Exhibit C of EAP Services Contract

BUSINESS ASSOCIATE AGREEMENT BETWEEN CLAREMONT EAP AND NAPA COUNTY

This Business Associate Agreement ("BAA") is entered into by and between **Claremont Behavioral Services, Inc., dba Claremont EAP** ("Claremont") and Napa County ("Covered Entity") and is effective as of July 1, 2026 (the "BAA Effective Date"). Claremont EAP and Covered Entity may be referred to individually as a "Party" or, collectively, as the "Parties" in this BAA.

RECITALS

A. The Parties have entered into, and may in the future enter into, one or more written service agreements pursuant to which Claremont EAP provides services to Covered Entity (together, the "Underlying Agreement"), and Covered Entity wishes to disclose certain information to Claremont EAP pursuant to the terms of such Underlying Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. Covered Entity and Claremont EAP intend to protect the privacy and provide for the security of PHI disclosed to Claremont EAP pursuant to the Underlying Agreement in compliance with (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (the "HIPAA Final Rule").

C. The purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HIPAA Final Rule, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

1. Definitions.

a. Capitalized Terms. Capitalized terms used in this BAA and not otherwise defined herein shall have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated in this BAA by reference.

b. "Breach" shall have the same meaning given to such term in 45 C.F.R. § 164.402.

c. "Designated Record Set" shall have the same meaning given to such term in 45 C.F.R. § 164.501.

d. "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Claremont EAP creates, receives, maintains or transmits from or on behalf of Covered Entity.

e. "Individual" shall have the same meaning given to such term 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).

f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

g. "Protected Health Information" or "PHI" shall have the same meaning given to such term in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Claremont EAP from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning given to such term in 45 C.F.R. § 164.103.

i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

j. "Security Incident" shall have the same meaning given to such term in 45 C.F.R. § 164.304.

k. "Security Rule" shall mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

l. "Unsecured Protected Health Information" or "Unsecured PHI" shall have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

2. Permitted Uses and Disclosures of PHI.

a. Uses and Disclosures of PHI Pursuant to Underlying Agreement. Except as otherwise limited in this BAA, Claremont EAP may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. To the extent Claremont EAP is carrying out any of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement or this BAA, Claremont EAP shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

b. Permitted Uses of PHI by Claremont EAP. Except as otherwise limited in this BAA, Claremont EAP may use PHI for the proper management and administration of Claremont EAP or to carry out the legal responsibilities of Claremont EAP.

c. Permitted Disclosures of PHI by Claremont EAP. Except as otherwise limited in this BAA, Claremont EAP may disclose PHI for the proper management and administration of Claremont EAP, provided that the disclosures are Required by Law, or Claremont EAP obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Claremont EAP pursuant to this BAA), and that the person agrees to notify Claremont EAP of any instances of which it is aware in which the confidentiality of the information has been breached. Claremont EAP may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j).

d. Data Aggregation. Except as otherwise limited in this BAA, Claremont EAP may use PHI to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use of PHI for statistical compilations, reports and all other purposes allowed under applicable law.

e. De-identified Data. Claremont EAP may create de-identified PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose.

3. Obligations of Claremont EAP.

a. Appropriate Safeguards. Claremont EAP shall use appropriate safeguards and shall comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this BAA.

b. Reporting of Improper Use or Disclosure, Security Incident or Breach. Claremont EAP shall report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section 3(b) constitutes notice by Claremont EAP to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Claremont EAP shall be provided only upon written request from Covered Entity. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Claremont EAP' firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Claremont EAP' notification to Covered Entity of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Claremont EAP to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404(c).

c. Claremont EAP' Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, Claremont EAP shall enter into a written agreement with any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Claremont EAP for

services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to Claremont EAP with respect to such PHI.

d. Access to PHI. To the extent Claremont EAP has PHI contained in a Designated Record Set, it agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524 within ten (10) business days of Claremont EAP' receipt of a written request from Covered Entity; provided, however, that Claremont EAP is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524, or inquires about his or her right to access directly to Claremont EAP, Claremont EAP shall direct the Individual to Covered Entity.

e. Amendment of PHI. To the extent Claremont EAP has PHI contained in a Designated Record Set, it agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within twenty (20) business days of Claremont EAP' receipt of a written request from Covered Entity. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Claremont EAP, or inquires about his or her right to amendment, Claremont EAP shall direct the Individual to Covered Entity.

f. Documentation of Disclosures. Claremont EAP agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Claremont EAP shall document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.

g. Accounting of Disclosures. Claremont EAP agrees to provide to Covered Entity, within thirty (30) days of Claremont EAP' receipt of a written request from Covered Entity, information collected in accordance with Section 3(f) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to Claremont EAP, or inquires about his or her right to an accounting of disclosures of PHI, Claremont EAP shall direct the Individual to Covered Entity.

h. Governmental Access to Records. Claremont EAP shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Claremont EAP on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Mitigation. To the extent practicable, Claremont EAP will reasonably cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Claremont EAP of a use or disclosure of PHI that is not permitted by this BAA.

j. Minimum Necessary. Claremont EAP shall request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

k. Compliance with Laws. Claremont EAP shall comply with all applicable state and federal privacy and security laws governing PHI, including but not limited to HIPAA and the HITECH Act, as such may be amended from time to time.

l. Substance Use Disorder Patient Records/Qualified Service Organization Agreement. Claremont EAP acknowledges that "patient identifying information" (as defined at 42 C.F.R. § 2.11) subject to 42 C.F.R. Part 2, regarding the confidentiality of substance use disorder patent records (the "Part 2 Rule") may be disclosed by or on behalf of Covered Entity to Claremont EAP under the terms of this BAA ("Patient Identifying Information"). In such instances, Claremont EAP shall: (a) comply with the requirements of the Part 2 Rule with respect to Patient Identifying Information; (b) implement appropriate safeguards to prevent unauthorized uses and disclosures of Patient Identifying Information; (c) report to Covered Entity any unauthorized use, disclosure, or breach of Patient Identifying Information; and (d) refrain from redisclosing Patient Identifying Information to any person or entity other than to Covered Entity or to an agent or subcontractor as necessary for Claremont EAP to provide services to Covered Entity pursuant to the Underlying Agreement, where such agent or subcontractor is subject to restrictions substantially similar to those set forth in this Section. The Parties acknowledge that this Section constitutes notice by Covered Entity to Claremont EAP that "42 CFR part 2 prohibits unauthorized disclosure of these records," with respect to Patient Identifying Information, as such notice is required under 42 C.F.R. §§ 2.32(a) and 2.33(c). To the extent relevant, this BAA shall be considered a Qualified Service Organization Agreement as required by 42 C.F.R. Part 2.

4. Obligations of Covered Entity.

a. Notice of Privacy Practices. Covered Entity shall notify Claremont EAP of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Claremont EAP' use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

b. Notification of Changes Regarding Individual Permission. Covered Entity shall notify Claremont EAP of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Claremont EAP' use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity shall obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing Claremont EAP with PHI.

c. Notification of Restrictions to the Use or Disclosure of PHI. Covered Entity shall notify Claremont EAP of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Claremont EAP' use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Claremont EAP reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Claremont EAP' ability to perform its

obligations under the Underlying Agreement or this BAA, the Parties shall mutually agree upon any necessary modification of Claremont EAP' obligations under such agreements.

d. Permissible Requests by Covered Entity. Covered Entity shall not request Claremont EAP to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HIPAA Final Rule if done by Covered Entity, except as permitted pursuant to the provisions of Section 2 of this BAA.

5. Term and Termination.

a. Term. The term of this BAA shall commence as of the BAA Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Claremont EAP, or created or received by Claremont EAP on behalf of Covered Entity, is cleared or returned to Covered Entity or, if it is infeasible to return or clear PHI, protections are extended to such information, in accordance with Section 5(c).

b. Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this BAA, such Party shall provide written notice to the breaching Party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) days. Upon the expiration of such 30-day cure period, the non-breaching Party may terminate this BAA and, at its election, those portions of the Underlying Agreement that involve the disclosure of PHI to Business Associate, or if non-severable, the Underlying Agreement, if cure is not possible.

c. Effect of Termination.

i. Except as provided in paragraph (ii) of this Section 5(c), upon termination of the Underlying Agreement or this BAA for any reason, Claremont EAP shall return or destroy all PHI received from Covered Entity, or created or received by Claremont EAP on behalf of Covered Entity, and shall retain no copies of the PHI.

ii. If, based upon a reasonable determination by Claremont EAP, it is infeasible for Claremont EAP to return or destroy the PHI upon termination of the Underlying Agreement or this BAA, Claremont EAP shall: (i) extend the protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Claremont EAP maintains such PHI.

iii. For purposes of this Section 5(c), "destroy" or "destruction" shall be satisfied by "sanitization" performed in accordance with NIST Special Publication 800-88 Revision 1. All storage media used by Claremont EAP for storage of PHI shall be sanitized in such manner upon decommissioning at the end of useful life, and no such media subject to such sanitization shall leave the possession of Claremont EAP until such sanitization occurs.

6. Cooperation in Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

7. Indemnification. The Parties acknowledge and agree that the Underlying Agreement shall set forth the Parties' respective indemnification obligations, including with respect to any and all losses, damages, deficiencies, judgments, settlements, interest, awards, penalties, fines, or other costs or expenses (including reasonable attorneys' fees) resulting from any claim, action, demand, lawsuit, arbitration, inquiry, proceeding, notices of violation, citation or investigation of any nature, including civil, criminal, administrative, regulatory or otherwise, whether at law, in equity, or otherwise, of a third party with respect to the subject matter of, or otherwise in connection with, this BAA.

8. Survival. The respective rights and obligations of Claremont EAP under Section 5(c), Section 6, Section 7, and the statute of limitations in Section 10 of this BAA shall survive the termination of this BAA and the Underlying Agreement.

9. Effect of BAA. In the event of any inconsistency between the provisions of this BAA and the Underlying Agreement, the provisions of this BAA shall control with respect to protected health information. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over Claremont EAP or Covered Entity, such rule or interpretation shall control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of Claremont EAP or Covered Entity that are embodied in terms of this BAA, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of this BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA shall control.

10. General. This BAA is governed by, and shall be construed in accordance with, the laws of the State that govern the Underlying Agreement. Any action relating to this BAA must be commenced within (1) one year after the date upon which the cause of action accrued. Covered Entity shall not assign this BAA without the prior written consent of Claremont EAP, which shall not be unreasonably withheld. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. All notices relating to the Parties' legal rights and remedies under this BAA shall be provided in writing to a Party, shall be sent to its address set forth in the signature block below, or to such other address as may be designated by that Party by notice to the sending Party, and shall reference this BAA. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. Nothing in this BAA shall confer any right, remedy or obligation upon anyone other than Covered Entity and Claremont EAP. This BAA is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter.

Signature page follows

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have duly executed this BAA as of the BAA Effective Date.

COVERED ENTITY

Napa County

Address: Napa County
1195 3rd Street
Napa, CA 94559

By: _____

Print Name: _____

Title: _____

Date: _____

CLAREMONT EAP

Integrated Behavioral Health, Inc., d/b/a Claremont EAP

Address: Integrated Behavioral Health, Inc., d/b/a Claremont EAP
2 Park Plaza, Suite 1200
Irvine, CA 92614
Attention: Compliance

By: Signed by: Rebika Shaw 966D00B09CF34B8... _____

Print Name: Rebika Shaw

Title: CEO

Date: 7/29/2026 | 1:23:20 PM PDT

Notice to:
Claremont EAP
2 Park Plaza, Suite 1200
Irvine, CA 92614
Attention: Legal Department

APPROVED AS TO FORM
Office of County Counsel

By: Susan B. Altman
Deputy County Counsel

Date: July 29, 2026

APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS

Date:
Processed By:

Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: