

MAZZITTI & SULLIVAN EAP SERVICES

MASTER AGREEMENT REGARDING EMPLOYEE ASSISTANCE PROGRAM SERVICES

BACKGROUND

Mazzitti and Sullivan EAP Services has developed a comprehensive Employee Assistance Program (EAP) that will be available to all **HARRISBURG SCHOOL DISTRICT** employees and their family / household members.

The Employee Assistance Program has been established as an evaluation and referral type program run through centralized administrative offices.

AGREEMENT

This Agreement is made effective **September 1, 2026** (the "Effective Date"), by and between **HARRISBURG SCHOOL DISTRICT** (herein referred to as "Plan Sponsor"), with an office and principal place of business at 1010 N. 7th Street, Harrisburg, PA 17102 and **Mazzitti and Sullivan Counseling Services, Inc. d/b/a Mazzitti & Sullivan EAP Services, Inc.** (herein referred to as Mazzitti & Sullivan) with an office situated at 479 Port View Drive, Suite C30, Harrisburg, PA 17111.

Whereas, the Plan Sponsor is desirous of providing a program for its employees and their family / household members, whereby said employees and their family / household members may have access to assistance with problems affecting their quality of life; and

Whereas, Mazzitti & Sullivan provides a comprehensive employee assistance program of professional evaluation and referral services; and

Whereas, Mazzitti & Sullivan has agreed to provide a comprehensive employee assistance program for the benefit of the Plan Sponsor's employees and their family / household members pursuant to the terms and conditions of this Agreement.

Now therefore, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, it is agreed as follows:

DEFINITIONS: As used in this Agreement:

1. "Employee" shall mean any individual employed by Plan Sponsor on a full-time or part-time basis.
2. "Family / Household Members" shall mean the spouse of a Plan Sponsor Employee, the dependent child of a Plan Sponsor Employee related by blood or marriage, and any other individual residing in the Plan Sponsor Employee's home. Dependent children living outside the home are covered through age 26.

MAZZITTI & SULLIVAN SERVICES AND RESPONSIBILITIES

Mazzitti & Sullivan will provide to Plan Sponsor the services described generally in this Agreement and Exhibit A (the "Services") and set out more specifically in one or more statements of work to be issued by Plan Sponsor and accepted by Mazzitti & Sullivan (each, a "Statement of Work" or "SOW") in the form attached hereto as Exhibit B. In the event of any inconsistency between a SOW and this Agreement, the terms of this Agreement shall control.

BASIC EMPLOYEE ASSISTANCE PROGRAM SERVICES

Mazzitti & Sullivan provides the following services:

A. Direct Services

1. Face to Face Counseling will be provided for Employees and Family / Household Members with a therapist within our extensive provider network located near the work site or home.
2. Virtual and Telephonic Counseling will be provided for Employees and Family / Household Members for easy access to a therapist from the comfort of one's own home. It is fully confidential and convenient for life's busy schedules.

Each person covered by the EAP is entitled to counseling sessions for any problem listed below:

Family / marital, emotional / personal, life coaching, financial difficulties, elder care, legal issues, vocational, drug and alcohol, and any other life event.

**EAP sessions are renewable (excluding the Basic model). This means if an employee/family member has used their number of authorized sessions, they may have that number of sessions reauthorized after a 2 month break in services (from the date of the last attended session).*

B. Referred Services

Should resolution of the Employee / Family / Household Members presenting problems require more extensive treatment than can be offered through the evaluation / short term counseling segment of the program, Employee / Family / Household Members will be referred to qualified specialists offering the following services:

(1) individual therapy, (2) couples counseling, (3) group counseling, (4) substance abuse (detoxification, inpatient rehabilitation, intensive outpatient, low-level outpatient, group therapy, aftercare, and self-help), (5) family therapy, (6) psychological evaluations, testing, and treatment (inpatient, outpatient and partial residential), (7) financial counseling, (8) vocational counseling, (9) stress management, (10) planned interventions, (11) legal assistance, and (12) referral to qualified service providers and treatment centers for other significant issues and problems.

C. Program Administration

Mazzitti & Sullivan will set up and administer all aspects of the EAP. All records and files, resources and statistical information will be maintained by Mazzitti & Sullivan in our Harrisburg Office. Case management and Employee follow-up will be performed to help ensure the appropriateness and quality of treatment and measure program success.

D. Program Set-Up

1. Mazzitti & Sullivan will provide technical assistance in the following areas:

- a. EAP policy development
- b. Establishment of EAP goals and objectives
- c. Establishment of time frames for achieving goals and objectives
- d. Enlistment of management support for the EAP, its goals and objectives.

In establishing the guidelines for the EAP, Mazzitti & Sullivan will utilize existing Plan Sponsor personnel policies on substance abuse and mental illness issues and incorporate this into the EAP program policy.

E. Program Publicity and Promotion

For an EAP to be successful, it must be understood and accepted by those it is intended to serve. Mazzitti & Sullivan in cooperation with designated Plan Sponsor personnel will develop a program of publicity and promotion utilizing a variety of personalized digital and printed materials and approaches. All promotional materials may be provided in either digital or printed format.

F. EAP

Orientations

1. Supervisory Orientations

Management personnel selected by Plan Sponsor management will be trained in depth on EAP policy and procedure; the effects of personal problems on individuals and their families; and how to serve as an effective advocate for the EAP and liaison for assisting Employees in accessing the system. Training may be administered by Mazzitti & Sullivan utilizing (1) lectures, (2) video presentations, (3) experiential (role play) exercises, (4) written materials designed to reinforce the learning process, (5) questions and comments. Mazzitti & Sullivan will provide one supervisory training presentation annually for Employees for Plan Sponsor as well as provide the training materials to Plan Sponsor so that HR / management can present this information on its own.

2. Employee Orientations

Mazzitti & Sullivan will conduct one Employee orientation workshop annually for Employees of Plan Sponsor.

Supervisory & Employee orientations may be held either virtually or in-person.

SERVICE DELIVERY

The EAP is designed to help Employees with a range of problems affecting their lives and job performance. To ensure that Employees and their families / household members receive the highest quality and most appropriate services, Mazzitti & Sullivan uses a comprehensive network of professionals and treatment centers. We believe that no single service provider is appropriate in all cases. Each client's case is considered on its own merit and each client is given a choice of appropriate treatment options. Personal, family, financial and other considerations are weighted in making recommendations for treatment. All treatment centers and service providers are state licensed or accredited, and each has been credentialed by our staff to meet our strict standards for quality service.

Mazzitti & Sullivan shall not assume responsibility for supervision or for the continuing employment of any Employee; such supervision and / or decisions regarding the continued employment of the Employee by Plan Sponsor shall be the sole responsibility of Plan Sponsor. Any absence from, or return to, work of an Employee is completely the decision of Plan Sponsor.

Note on Service Delivery:

The EAP is not intended to replace the Employee / Family / Household member's health insurance plan. Any Employee or Family / Household member that has an established treatment relationship with a therapist is encouraged to continue and finish that course of therapy before accessing the EAP for assistance. The EAP does not pay for sessions with a therapist unless they were initiated by an EAP evaluation through Mazzitti & Sullivan. Also, Mazzitti & Sullivan will not pay for any services delivered after the termination date of this contract.

INSURANCE

Mazzitti & Sullivan shall maintain, at its own expense, during the term of this Agreement: (i) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) professional liability (errors and omissions) insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate and/or as required by the laws of the Commonwealth of Pennsylvania including without limitation (i) claims because of sexual abuse or molestation, bodily injury, occupational sickness or disease, or death, whether to Provider's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Provider shall maintain Privacy Breach Notification and Credit Monitoring insurance with coverage amounts of not less than one million dollars per occurrence. The Provider shall also maintain Worker's Compensation Insurance in the minimum amounts required by applicable Pennsylvania Statutes for its participating employees. Copies of certificates of insurance will be available upon request of the Plan Sponsor.

Mazzitti & Sullivan shall name Plan Sponsor as an additional insured on its commercial general liability insurance policy and shall provide Plan Sponsor with certificates of insurance evidencing such coverage within ten (10) business days of the Effective Date and upon each renewal thereafter. All insurance policies required hereunder shall contain a provision requiring not less than thirty (30) days' prior written notice to Plan Sponsor of any cancellation or material modification of such policies.

PROGRAM ACCESS

A. Referrals Procedure

The process used in making a referral to the EAP will come in several forms:

1. HR / Supervisor Referral – Referral made by HR or a Supervisor who has been oriented to the EAP process and has a superior working knowledge of EAP process and procedure. Supervisors are advocates and liaisons for the EAP.
2. Self-Referral – Employees who have personal problems that affect everyday life and need help may voluntarily seek help.
3. Family Referral – Family / household members may access the program at any time for help with personal problems.
4. Co-Worker Referral – These referrals are recommendations to Employees by concerned co-workers who know about personal problems related in confidence.

B. Accessibility

Mazzitti & Sullivan will provide a toll-free national (800) telephone number for supervisors, Employees and their families to use 24 hours a day, 7 days a week to answer questions and help Employees to utilize the Employee Assistance Program. This number will always be answered by a live person at all times, and never an automated system or voicemail.

C. Confidentiality

Mazzitti & Sullivan agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, applicable provisions of Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, and the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and attendant regulations at 42 C.F.R. Part 2 in all activities related to this Agreement, to maintain compliance during the term of this Agreement and after as may be required by federal law, and to operate any systems used to fulfill the requirements of this Agreement in full compliance with all applicable provisions of HIPAA. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, Mazzitti & Sullivan assures that it will appropriately safeguard all forms of Health Records and/or Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by Mazzitti & Sullivan in the course of its work under this Agreement. Mazzitti & Sullivan agrees to comply with all applicable requirements of law relating to Health Records and/or PHI with respect to any task or other activity it performs hereunder including, as required by the final Privacy and Security regulations.

INTERNET BASED SERVICES

Plan Sponsor Employees and Family / Household Members will have access to www.mseap.com. Employees and Family / Household Members can access information on the EAP, including what it is and how to use it, as well as regularly updated blog posts and a contact form to reach out to us directly via email. All email contact will be replied to within 24 hours by a Client Solution Specialist.

Each corporate client also has access to the Mazzitti & Sullivan Work/Life Services section of our website, accessible directly through the main website mentioned above. Plan Sponsor will be given a client code so their Employees may access this section. Mazzitti & Sullivan has developed a comprehensive library of information, links, calculators, articles, webinars, tools, recipes, trainings, assessments, and templates on many life management topics to help Employees better deal with stress and responsibilities of their day to day lives. Specific topics include: relationships, financial, health, resilience, legal, personal growth, emotional wellbeing, assessments, calculators, legal forms, recipes, health videos, webinars & newsletters, national news alerts, and monthly featured webinars.

On our Work/Life website, Employees will also be able to view the Employee orientation video, review frequently asked questions and have e-mail access to our Employee Experience team. Supervisors and Managers can download job performance referral paperwork, review available training lists and have e-mail contact with their dedicated Corporate Wellness Specialist.

In addition to these resources, our Work/Life website provides a new confidential live chat feature for Plan Sponsor Employees and Family / Household Members to use at their convenience during regular business hours.

DISRUPTIVE EVENT RESPONSE (CISM)

Disruptive Event Response may be utilized in high-risk areas where Employees are at risk for cumulative or traumatic stress responses. In most cases, it is important to provide responses to these incidents in a timely fashion. Through a network of credentialed mental health Critical Incident Responders located throughout Pennsylvania, crisis counselors can answer an incident within hours of a request. M&S EAP also partners with a nationwide provider database to accommodate these requests throughout the United States. All crisis counselors are certified by the International Critical Incident Stress Foundation. Following responses, key individuals receive a report with recommendations for any additional follow-up, including post trauma counseling.

LEGAL CONSULTATION

Each Employee and Family/Household Member will be entitled to certain telephonic or in-person legal services as summarized below. All additional costs following the free services referenced below will be identified by the applicable attorney and must be agreed to in advance by the Employee or Family/Household Member who will be solely responsible for payment for any services delivered beyond the scope of the included services summarized below.

In the event of any breach or suspected breach of security involving Protected Health Information or personally identifiable information of Plan Sponsor's Employees or Family/Household Members, Mazzitti & Sullivan shall notify Plan Sponsor in writing within seventy-two (72) hours of discovery of such breach. Such notification shall include, to the extent known: (i) the nature of the breach; (ii) the categories and approximate number of individuals affected; (iii) the steps taken or proposed

to be taken to address the breach; and (iv) any measures recommended to mitigate potential harm to affected individuals. Mazzitti & Sullivan shall cooperate fully with Plan Sponsor in investigating and remediating any such breach and shall bear all costs associated with notification and remediation to the extent the breach resulted from Mazzitti & Sullivan's acts or omissions.

Legal Benefit

- a. Each Employee and Family/Household Member is entitled to one (1) initial thirty-minute office or telephone consultation per separate legal matter at no cost with a network attorney.
- b. In the event that the Employee and Family/Household Member wishes to retain a participating attorney after the initial consultation, the Employee and Family/Household Member will be provided with a preferred rate reduction of 25% from the attorney's normal hourly rate.
- c. Virtually all types of legal matters are eligible for these services; however, matters involving disputes or actions between Employees and Family/Household Members and their employers or Mazzitti & Sullivan, or any of their respective parents, subsidiaries or affiliates or plan sponsors, agents or their respective officers, directors or employees, are specifically EXCLUDED from eligibility for this plan. Also excluded are matters that, in the attorney's opinion, lack merit. All court costs, filing fees, and fines are the responsibility of the Employee and Family/Household Member.

Mediation

- a. Each Employee and Family/Household Member is entitled to one (1) initial thirty-minute office or telephone consultation per separate legal matter at no cost with a network mediator.
- b. In the event that the Employee and Family/Household Member wishes to retain a participating mediator after the initial consultation, the Employee and Family/Household Member will be provided with a preferred rate reduction of 25% from the mediator's normal hourly rate.
- c. Typical matters may include divorce and child custody, contractual and consumer disputes, real estate and landlord tenant, car accidents and insurance disputes, etc.

EAP Identity Theft Benefit

- a. Employees and Family/Household Members may seek assistance with fraud-related emergencies.
- b. Each Employee and Family/Household Member is entitled to one (1) free 60-minute consultation per contract year with a highly trained fraud resolution specialist who will conduct emergency response activities to assist the Employee or Family/Household Member with restoring identity and good credit. Each Employee and Family/Household Member requesting assistance will receive a free "Emergency Response Kit" and professional coaching that assists with the efforts to dispute fraudulent debts that result from identity theft.

- c. An upgrade to Unlimited Restoration and Recovery Services can be billed to the Employee or Family/Household Member at a discounted fee.

Website

Each Employee and Family/Household Member shall be provided with unlimited access to a third-party website which contains a library of articles on a variety of topics and state-specific fillable legal forms.

Access

- a. To utilize the legal services, Employees and Family/Household Members may call a toll-free number which shall be published by Mazzitti & Sullivan to speak with a customer service representative. After the Employee or Family/Household Member presents the type of legal and/or identity theft matter at issue, a referral will be made to a network attorney or mediator.
- b. Customer service representatives are currently available to make referrals Monday through Friday, 6:00 am to 5:00 pm PST although hours of availability are subject to change from time to time.

KINDLY HUMAN

Employees and Family/Household Members can access individualized, empathetic peer support via the Kindly Human mental well-being platform. Kindly Human provides 24/7 preclinical support to help employees navigate life stressors such as relationships, finances, health and work. Through on-demand connections and authentic conversations, individuals have access to human support in their moment of need.

Employee and up to three (3) Family/Household Members 18 years of age or older can access:

- a. Unlimited monthly experience plays
- b. Unlimited resource recommendations
- c. 24/7 access to the Kindly Human platform to listen to Peer Experiences and browse Resources with the option to connect with Peer Listeners on-demand or at a scheduled time via anonymous one-one one calls, usually within 24 hours.

SWORKIT

Sworkit is a simplified total wellbeing, app-based solution, providing 4-in-1 support for Physical Activity, Mindfulness, Low-acuity MSK, and Nutrition.

Sworkit can help reduce stress and burnout by giving Employees and Family / Household Members unlimited access to over 1000+ personally tailored workouts, guided coaching, exercises, and plans.

Sworkit includes a versatile collection of Strength, HIIT, Yoga, Stretching, Rehab, Barre, and Sports Focused workouts for adults and kids of any level, age, or goal. Employees and Family/Household Members can also access monthly wellness webinars on fitness, nutrition, mental health, heart health, and more.

TRAINING

As issues impact upon the work site, Human Resource Directors turn to the Employee Assistance Program for expertise and guidance. The changing face of the workforce has presented challenges for companies that were non-existent 25 years ago. In addition to the EAP supervisor training and employee orientation that Mazzitti & Sullivan offers to companies with whom we contract, Mazzitti & Sullivan has developed an entire training portfolio of programs, seminars, workshops and presentations which would be available to Plan Sponsor upon request. Our training department is continuously developing hot topic training presentations that can be tailored to meet the needs and cultures of your employees and organization.

ORGANIZATIONAL DEVELOPMENT: CONSULTING

Our Consulting department will work with your organization, team or department to create a custom approach that produces a positive and productive working environment. We offer: a job benchmarking process to hire the right fit for a job, leadership academies, training and performance acceleration, organizational climate surveys, strategic planning, and much more.

SUBSTANCE ABUSE PROFESSIONAL SERVICES

Mazzitti & Sullivan can arrange Substance Abuse Professional (SAP) evaluation services as defined in 49 CFR Part 382 US DOT regulations. The SAP will meet the criteria specified in the US DOT regulation and be credentialed by Mazzitti & Sullivan using the same system and criteria that we have established for our network evaluators. The SAP will evaluate all Employee drug or alcohol referrals both voluntary and non-voluntary. The SAP will communicate the results of the evaluation and any recommendations for treatment to the employer's designated representative. It will be the responsibility of the SAP to provide case management services for these patients while they are actively participating in any recommended treatment program. With appropriate releases of information, the SAP will communicate with treatment and aftercare providers to ascertain the patient's treatment progress, status and compliance. The SAP will determine the patient's ability to return to work in a CDL or safety sensitive job position. The SAP will also recommend a follow-up drug testing schedule for the patient, which conforms to US DOT guidelines. The SAP will communicate completion / termination of treatment, results of the return to work evaluation and the recommended follow-up testing schedule to the county's designated representative. Case management services provided by the SAP are in addition to regular case management services provided by Mazzitti & Sullivan staff.

The cost for Department of Transportation evaluations by a qualified Substance Abuse Professional (SAP) is not covered by this Agreement. Fees for SAP services are usually paid by the affected Employee.

PAYMENT

Fees and Expenses; Payment Obligations.

In consideration of the provision of the Services rendered to Harrisburg School District by Mazzitti & Sullivan as set forth in this Agreement, and being eligible for services under the Lincoln Benefit Trust, the Lincoln Benefit Trust shall pay Mazzitti & Sullivan the fees set out in each SOW (the "Fees").

Fees will be billed by Mazzitti & Sullivan to Lincoln Benefit Trust on a quarterly basis. Mazzitti & Sullivan reserves the right to adjust the fee schedule every twelve (12) months by giving at least sixty (60) days' written notice to Plan Sponsor prior to the end of each contract year.

Lincoln Benefit Trust shall be responsible for providing Mazzitti & Sullivan with an updated Employee count each quarter.

Lincoln Benefit Trust agrees that it shall provide Mazzitti & Sullivan with written verification of the number of Employees reported by Harrisburg School District hereunder within five (5) business days of Lincoln Benefit Trust's receipt of Mazzitti & Sullivan's request for written verification.

All invoices issued by Mazzitti & Sullivan under this Agreement will be due and payable by Lincoln Benefit Trust within thirty (30) days from Lincoln Benefit Trust's receipt of such invoice. Any amount due under this Agreement which is not paid by Lincoln Benefit Trust within sixty (60) days of its due date may incur a late payment penalty equal to one and one-half percent (1.5%) of the unpaid amount for each month outstanding until paid.

All fees payable by Lincoln Benefit Trust under this Agreement are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on such amounts. Mazzitti & Sullivan shall be responsible for any taxes imposed on, or with respect to, Mazzitti & Sullivan's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

Lincoln Benefit Trust shall notify Mazzitti and Sullivan in writing of any dispute with an invoice (along with a reasonably detailed description of the dispute) within thirty (30) days from Lincoln Benefit Trust's receipt of such invoice. Lincoln Benefit Trust will be deemed to have accepted all invoices for which Lincoln Benefit Trust does not receive timely notification of dispute and shall pay all undisputed amounts due under such invoices within the period set forth herein. The parties shall seek to resolve all such disputes expeditiously and in good faith.

Notwithstanding anything to the contrary, all fees paid by Lincoln Benefit Trust under this Agreement are fully earned by Mazzitti & Sullivan upon receipt and are nonrefundable on a pro rata basis or otherwise, except in the event of a material breach by Mazzitti & Sullivan.

TERM

This Agreement shall be for a term of one (1) year commencing on September 1, 2026. The parties may extend the agreement by a mutual written extension.

Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement by giving written notice to the other party if:

- a) Either party materially breaches this Agreement, except for a failure by Lincoln Benefit Trust to pay when due any amounts owed to Mazzitti & Sullivan under this Agreement, and such material breach continues for a period of thirty (30) days after written notice is given to the breaching party, specifying the nature of the breach and requesting that it be cured. If, however, the nature of breach is such that it cannot be cured within the thirty (30) day period, then if the breaching party commences such cure in good faith and gives written notice to the non-breaching party of the action being taken to effect such cure, then this Agreement shall not be terminated; or

- b) Either party shall be adjudged bankrupt, become insolvent, have a receiver of its assets or property appointed, make a general assignment for the benefit of creditors, or institute or cause to be instituted any procedure for reorganization or rearrangement of its affairs.

Mazzitti & Sullivan will also have the option, but not the obligation, to terminate this Agreement and/or suspend the performance of services under this Agreement if Lincoln Benefit Trust fails to pay when due any amounts owed to Mazzitti & Sullivan under this Agreement and Lincoln Benefit Trust fails to cure such failure within ten (10) days after the date of written notice from Mazzitti & Sullivan.

- c) Plan Sponsor may terminate this Agreement for convenience and without cause upon sixty (60) days' prior written notice to Mazzitti & Sullivan. In the event of such termination, Plan Sponsor shall pay Mazzitti & Sullivan for all Services satisfactorily performed through the effective date of termination on a pro rata basis.

DEBTS

Aside from the payment set forth in this Agreement, Lincoln Benefit Trust and Plan Sponsor shall not be held liable for any additional debts incurred by or due and owing Mazzitti & Sullivan, or any organization or entity to which Mazzitti & Sullivan refers an Employee or Family / Household Member pursuant to this Agreement. Mazzitti & Sullivan hereby releases, indemnifies, and holds harmless Plan Sponsor, their directors, officers, agents, employees, and Family / Household Members from any and all actions, causes of action, claims and demands, damages, cost, loss of services, expenses and compensation on account of or in any way growing out of any debts incurred or charges made in connection with services rendered, or referrals made, by Mazzitti & Sullivan.

PROPRIETARY MATERIALS

Plan Sponsor acknowledges that Mazzitti & Sullivan has developed and will develop in connection with this Agreement, certain symbols, trademarks, service marks, designs, data, processes, plans, procedures and information, all of which are proprietary information and trade secrets of Mazzitti & Sullivan (Collectively referred to as "Materials"). Such Materials include, without limitation, all Materials prepared and distributed by Mazzitti & Sullivan in connection with its Employee Assistance Programs and other services performed pursuant to this Agreement. Plan Sponsor shall not use any of Mazzitti & Sullivan's proprietary Materials, except as expressly contemplated by this Agreement, without the prior written consent of Mazzitti & Sullivan, and shall cease any and all usage of Materials immediately upon the termination of this Agreement or at Mazzitti & Sullivan's request.

NOTICES

Any notice required to be given under this Agreement shall be by certified mail, return receipt requested, addressed as follows:

To Plan Sponsor

Marlena Lang
Director of Human Resources
HARRISBURG SCHOOL DISTRICT
1010 N. 7th Street
Harrisburg PA 17102
mlang@hbgsd.us

To Mazzitti & Sullivan:

ATTN: Executive Director
Mazzitti and Sullivan EAP Services
479 Port View Drive, Ste. C30
Harrisburg, PA 17111

With copy to: P.O. Box 967
Duncansville, PA 16635
ATTN: General Counsel

INDEPENDENT CONTRACTOR

This Agreement is not intended to create, nor is it to be construed as creating, any relationship between Mazzitti & Sullivan and Plan Sponsor other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither Mazzitti & Sullivan nor Plan Sponsor nor any of their respective officers, directors, employees or interns, shall act as nor be construed to be the agent, employee or representative of the other. Nothing contained in this Agreement shall prevent Mazzitti & Sullivan from entering into similar agreements with other third parties.

Mazzitti & Sullivan shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of services under this Agreement.

BACKGROUND CHECKS AND CLEARANCES

To the extent that Mazzitti & Sullivan's employees, agents, or subcontractors have direct contact with students of the Plan Sponsor or provide services on school property, Mazzitti & Sullivan shall ensure that such individuals have obtained and maintain current clearances as required under Pennsylvania's Child Protective Services Law (23 Pa. C.S. Chapter 63), including: (i) a report of criminal history record information from the Pennsylvania State Police (Act 34); (ii) a child abuse history clearance from the Department of Human Services (Act 151); and (iii) a fingerprint-based federal criminal history background check (Act 114). Mazzitti & Sullivan shall provide verification of such clearances to Plan Sponsor upon request.

INDEMNIFICATION

- a) Each party shall be responsible for its own acts or omissions and for all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.
- b) To the extent permitted by law, Plan Sponsor agrees to indemnify, defend, and hold harmless Mazzitti & Sullivan, its agents, officers, and employees from liability expense including defense costs and legal fees incurred in connection with claims for damages, including but not limited to, bodily injury, death, personal injury, or property damage arising from Plan Sponsor's negligent or willful misconduct. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any defense, immunity, limitation of liability, or protection available to Plan Sponsor or its Board of Directors, officers, employees, agents, or volunteers under the Pennsylvania Political Subdivision Tort Claims Act (42 Pa. C.S. §§ 8541-8564) or any other applicable law, including but not limited to sovereign and governmental immunity.
- c) Mazzitti & Sullivan agrees to indemnify, defend, and hold harmless Plan Sponsor, its agents, officers, and employees from and against all liability, expense, including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from Mazzitti & Sullivan's performance or failure to perform its obligations hereunder.

ENTIRE AGREEMENT AND SEVERABILITY

This Agreement including the related schedules attached hereto constitutes the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior Agreements, statements of understanding, representations and proposals, written or oral, between the parties, and no supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by parties hereto. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.

WAIVER

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless it is executed in writing by the party making the waiver.

SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives and successors.

ASSIGNMENT

This Agreement and all rights under it shall not be assignable by either party without the express written consent of the other party which consent shall not be unreasonably withheld.

CHANGE IN LAW OR REGULATIONS

Should any statute, regulation, rule or order be entered, enacted, or amended by any governmental body or agency having jurisdiction over Mazzitti & Sullivan or Plan Sponsor during the term of this Agreement so as to materially affect the ability of either party to perform any provisions of this Agreement, then the parties shall forthwith and in good faith renegotiate the provisions of this Agreement affected by such action so that the same can be performed in accordance with such statute, regulation, rule or order.

Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) where such failure or delay results from circumstances beyond the reasonable control of that party, including but not limited to acts of God, natural disasters, epidemics or pandemics, government actions, civil unrest, terrorism, fire, flood, or interruption of utilities or telecommunications. The affected party shall promptly notify the other party of the force majeure event and shall use commercially reasonable efforts to resume performance as soon as practicable. If such event continues for more than sixty (60) days, either party may terminate this Agreement upon written notice to the other party.

ATTORNEYS FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, each party shall be responsible for their own legal fees.

GOVERNING LAW

The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, the construction of the terms, and the interpretation of the rights, duties, and obligations of the parties.

INVALID PROVISIONS

If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed inoperative, unenforceable, or invalid as applied to any particular case, or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case, or of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

CAPTIONS

The captions of this Agreement are for convenience only and do not limit or amplify the terms, covenants, and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WITNESS:

HARRISBURG SCHOOL DISTRICT

BY: _____

DATE: _____

DATE: _____

WITNESS:

**MAZZITTI AND SULLIVAN
COUNSELING SERVICES, INC.**

BY: _____

DATE: _____

DATE: _____

EXHIBIT “A”
EAP Service Options and Fee Schedule

Eligible Members

- *Coverage Includes - \$1.50 PEPM (4 renewable sessions – up to 12 sessions)*

Included Services:

- Virtual, face-to-face, and telephonic counseling
- Renewable session model
- A dedicated Corporate Wellness Specialist
- HR/Leadership & Employee orientations
- Four (4) interchangeable hours of onsite services (CISM/Professional Training)
- Intensive case management option, including Job Performance Referrals
- HR, Management, and Supervisor consultations
- Quarterly program evaluations and utilization reporting
- Live 24/7/365 phone coverage
- Online live chat available during business hours
- Access to Empower Organizational Development Services
- Unlimited trainings from our online catalog
- Legal consultations, financial wellness counseling and elder care counseling
- One (1) Complimentary assessment tool (TriMetrix DNA) for eligible members

Optional Add-ons (at additional cost): n/a

EXHIBIT "B"
STATEMENT OF WORK

This Statement of Work ("SOW") adopts and incorporates by reference the terms and conditions of the MASTER AGREEMENT REGARDING EMPLOYEE ASSISTANCE PROGRAM SERVICES ("Master Agreement") that was entered into on 09/1/2026 between Plan Sponsor and Mazzitti and Sullivan Counseling Services, Inc. d/b/a Mazzitti & Sullivan EAP Services, Inc.

This SOW shall be for a term of one (1) year commencing on 09/01/2026. The parties may extend the SOW by mutual written agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Agreement.

Employees and Pricing:

- Initial Number of covered Employees:
- **Pricing.** All fees listed below are based on the scope and assumptions included in this SOW.

Service	Price (include FFS session cost if applicable)	Cost Structure	Service Total
EAP Benefit for LBT and eligible members	\$1.50 PEPM	Quarterly	
	Year One Total:		N/A

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the date first above written.

WITNESS:

DATE: _____

WITNESS:

DATE: _____

HARRISBURG SCHOOL DISTRICT

BY: _____

DATE: _____

**MAZZITI AND SULLIVAN
COUNSELING SERVICES, INC.**

BY: _____

DATE: _____