



AGREEMENT

This agreement ("Agreement") sets forth the agreed upon terms and conditions surrounding ComPsych Corporation's (hereinafter referred to as "ComPsych") delivery of a GuidanceResources Program (a "Program") to employees and dependents ("Participants") of City of Waukesha, WI (hereinafter referred to as "Client") to begin February 1, 2025 ("Commencement Date"). This Agreement also refers to ComPsych and Client individually as "Party" and collectively as the "Parties." The terms and conditions are as follows:

1. **Term:** Initial term of four (4) years and eleven (11) months for the delivery of a Program to Client. After the expiration of the initial term (December 31, 2029), this Agreement shall automatically renew for successive one (1) year periods unless either Party shall deliver to the other Party written notice of non-renewal not less than ninety (90) days prior to the expiration of the initial term or any applicable renewal term.

In the event that ComPsych fails to perform any material Service required to be performed by ComPsych hereunder, and such failure shall not be cured by ComPsych within ninety (90) days following the delivery of written notice by Client to ComPsych setting forth, in detail, the circumstances of such failure of performance, Client shall have the right to terminate this Agreement upon the expiration of such ninety (90) day period.

As of February 1, 2026, either Party may terminate the Agreement without cause by providing ninety (90) days advance written notice to the other Party.

2. Fees:

- (A) Client agrees to pay ComPsych a fee of \$1.79 per employee per month ("pepm"). After the initial term, the pepm fees will increase by five percent (5%) per contract year. Client represents that as of the Commencement Date it has approximately 550 employees located in the United States. Client agrees to provide ComPsych with quarterly updated employee counts and locations. Fees to be paid by Client to ComPsych shall be adjusted to reflect the updated employee counts. Payment for the Program is due on a quarterly basis beginning on the Commencement Date and thereafter on or before each three (3) month anniversary of the Commencement Date. In the event that any payment due ComPsych hereunder is not received by ComPsych from Client when due, a delinquency charge shall be assessed on each installment assessed in default for not less than five (5) days in an amount not to exceed five percent (5%) for each month the installment remains unpaid or the maximum amount allowed by law, in addition to attorney's fees and other costs and expenses incurred by ComPsych to collect any amounts due hereunder. ComPsych reserves the right to amend its fees in the event of any changes to Client's benefit plan or in the event of any other program or administrative changes due to state or federal law.
- (B) Critical incident stress management ("CISM") Services will be provided at no charge until such time as the block of hours described in Section 3 of Schedule I is exhausted. Once such block of hours is exhausted, any CISM time and travel time will be billed at a rate of \$265.00 per hour plus related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.
- (C) Training Services will be provided at no charge until such time as the block of hours described in Section 3 of Schedule I is exhausted. Once such block of hours is exhausted, any training time will be billed at a rate of \$215.00 per hour plus travel and related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.
- (D) Client must give ComPsych at least five (5) days advance notice if it wishes to cancel any scheduled training, on-site intervention or other on-site Service or else the applicable hourly fee set forth in Sections 2(B) and 2(C) will apply or training/CISM hours will be reduced, as the case may be.

3. **Exclusivity:** During the term of this Agreement, Client warrants that ComPsych shall be the exclusive provider of the Program under this Agreement to all employees of Client, its affiliates and subsidiaries and that all such employees shall be covered under this Agreement.
4. **Services:** The Program shall include those services described on Schedule I attached hereto ("Services"). Client agrees that any and all communications disseminated by Client to Participants regarding the Services to be rendered by ComPsych hereunder shall: (a) if written, be subject to ComPsych's prior written approval, which approval shall not be unreasonably withheld; and (b) if oral, accurately reflect the terms hereof and comply with such guidelines as may be established, from time to time, by ComPsych. Frequency and method of distribution of promotional communications shall be mutually agreed upon by the Parties.
5. **Plan Administration:** Client, as the Plan Administrator, shall retain all final authority for benefit eligibility. Client will, at its cost, distribute all notices required by the Health Insurance Portability and Accountability Act (HIPAA).
6. **Force Majeure:** No failure, delay or default in performance of any obligation of ComPsych shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of ComPsych, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.
7. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Client will pay or reimburse ComPsych for all applicable sales, services and other taxes (excluding taxes on ComPsych's net income) that may be levied upon the performance of Services under this Agreement.
8. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the Party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.
9. **Billing Contact Information:** Client agrees to provide ComPsych with current and updated billing contact information.

Client Billing Contact: Marquise Vasquez, PhD, Human Resources Director

Address: 201 Delafield St., Waukesha, WI 53188

Phone number: 262-524-3743

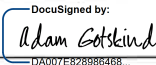
Email address: 201 Delafield St., Waukesha, WI 53188

10. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other Party.
11. **Facsimile or Scan/Counterparts:** Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a Party's execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
12. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.

- 13. Relationship of the Parties:** ComPsych and Client agree that ComPsych is an independent contractor and neither Party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the Parties hereto.
- 14. No Third Party Beneficiaries:** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Client and ComPsych any rights, remedies, obligations, or liabilities whatsoever, whether in contract, statute, tort (such as negligence) or otherwise, and no person or entity shall be deemed a third-Party beneficiary under or by reason of this Agreement.
- 15. Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Illinois, without regard to its conflict of laws rules.
- 16. Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.
- 17. Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the Parties hereto, all of which are merged herein.

Please sign below to acknowledge each Party's acceptance of these terms.

ComPsych Corporation


By: 
DocuSigned by:
DA007E82898C468

By: Adam Gotskind

Its: Counsel

Date: 1/17/2025

City of Waukesha, WI

By: 

By: 

Its: City Administrator

Date: 12/23/24

SCHEDULE I
GUIDANCERESOURCES®
COVERED SERVICES

1. **Account Management:** Client will be assigned an account manager who will serve as the contact person and provide Client with reports and feedback on the Program.
2. **Management Report:** ComPsych will prepare and provide to Client customary statistical management reports, without disclosure of the identity of any Participant utilizing the Services.
3. **Training/CISM:** Provide Client with up to ten (10) hours of a combination of the following types of Services per contract year: 1) employee/supervisor orientation sessions (in-person or via Webinar), 2) personal development workshops, 3) health/enrollment fairs, and 4) CISM Services. Both Parties hereby agree that, upon request, ComPsych shall be available at Client's annual benefits/health fair once per contract year, for no more than 6-hours, at no additional cost to Client. This shall not count against the included bank of hours described in this section. Each training session will be a minimum of thirty (30) minutes in length and same-day training sessions must run consecutively, unless otherwise mutually agreed upon. Training must be scheduled thirty days in advance. The date and time of any CISM Services shall be mutually agreed upon by Client and ComPsych. In the event Client's employee population decreases by 10% or more, the number of allotted training/CISM hours shall decrease proportionately.
4. **Program Promotion:** ComPsych will provide customary promotional materials announcing and explaining the Program to Client employees.
5. **Service Access:** Toll free telephone line access to guidance consultants as well as online access to GuidanceConnect® via GuidanceResources Online.
6. **Assessment, Counseling and Referral:** Assess the presenting problem of each Participant requesting counseling Services and provide a maximum of six (6) sessions per presenting problem if such problem is determined by ComPsych to be resolvable within the above number of sessions (In California a maximum of three sessions in a six month period with additional sessions for acute emergencies, consultations after referral or re-referral, or a consultation due to a management or union request for information or assessment regarding work performance issues). If the Participant's presenting problem is determined not to be resolvable in the above number of sessions, the Participant will be referred for alternative Services after assessment.
7. **Supervisor Consultation:** ComPsych professionals are available to provide technical support and policy-based information to supervisors and managers of Client.
8. **LegalConnect®:** Provide Client Participants with telephonic legal information and local referral upon request. If a local referral is requested, the Participant shall be entitled to a free thirty minute consultation and thereafter a 25% reduction in the attorney's customary rates. However, ComPsych does not guarantee the availability of discounted fees in certain rural areas. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to retain such resource. ComPsych does not assume any liability with regard to the Services performed by any resource.
9. **FinancialConnect®:** Provide Client Participants with telephonic financial information regarding their personal finances and related issues.

- 10. FamilySource®:** Provide Client Participants with child and/or elder care resources in the Participant's community. In addition, provide information on automobile purchases, relocation, pet Services and apartment shopping. ComPsych does not control and is not responsible for the quality of Services rendered by resources nor does ComPsych review or monitor their activities. A referral by ComPsych to a resource is not a recommendation, approval or representation by ComPsych regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource. ComPsych does not assume any liability with regard to the Services performed by any resource. FamilySource Services are defined as individual Participant requests that are completed by providing information and, if applicable, local referrals based on a Participant's specific criteria. Any requests by Client for information to be used as a company "directory" or "guide," such as multi-state, multi-county, or multi-zip code searches, are outside the scope of FamilySource Services and development of such directories or guides will be billed at a rate of \$125/hour.
- 11. GuidanceResources® Online:** Online (via www.guidanceresources.com) information, resources, tools and other features on topics such as health & wellness, law & regulations, family & relationships, work & education, money & investments, consumer & leisure and home & auto.
- 12. Management Referrals:** When Client needs to refer an employee to the EAP, ComPsych's management referral specialists assist Client's managers/supervisors or human resources professionals throughout the process. Referrals can be either informal or formal. An informal referral occurs when an employee comes to his or her manager with an issue, or when a manager identifies an issue during initial performance and disciplinary discussions. The manager reminds the employee that he or she can voluntarily access the EAP for assistance. A formal referral occurs when a manager/supervisor directs the employee to utilize EAP services after informing the employee that performance or behavior issues are impacting productivity or when a policy such as drug-free workplace has been violated. When a formal referral is made, ComPsych will discuss the referral process, provide a consent form for release of information and agree to a timetable for informing human resources of the employee's attendance at sessions, progress and compliance with the treatment plan.

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
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1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ComPsych Employee Assistance Programs, Inc.

2 Business name/disregarded entity name, if different from above
COMPSYCH CORPORATION

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ **C Corporation** ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
455 N Cityfront Plaza, NBC Tower - 13th Floor

6 City, state, and ZIP code
Chicago, IL 60611-5322

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 6 - 3 7 3 9 7 8 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *[Signature]* Date ► **01/01/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.