



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY**  
**MINUTES OF THE DECEMBER 18, 2025 REGULAR MEETING**  
*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols, and Barb Swartley

**Absent:** None

**CALL TO ORDER:** Mayor Leichty called the meeting to order at 4:00 p.m.

Before any Board action, the Mayor said, "Before we jump into our agenda today, I just want to offer a thanks to our Clerk-Treasurer's team and to the Legal Department, who have worked exceptionally hard over the last couple weeks to make sure that all of our internal departments are supported, and that all the last-minute claims and requests are processed at this last meeting of the year. So, I know they have been putting in an exceptional amount of work, so I just want to offer thanks."

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the Dec. 11, 2025 meeting as prepared by the Clerk-Treasurer. Board member Mary Nichols made a motion to approve the minutes as presented. Board member Orv Myers seconded the motion. The motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda with the addition of three items: #8, *Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Eyedart Creative Studio for 2026 City of Goshen Marketing Services at a cost of \$45,000*; #8, *Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with AllOne Health for the 2026 City of Goshen Employee Assistance Program (EAP)* and #10, *Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with AllOne Health for the 2026 City of Goshen Police Department Employee Assistance Program (EAP)*. Board member Nichols made a motion to approve the agenda as amended. Board member Myers seconded the motion. The motion passed 5-0.

**1) Downtown Goshen, Inc. request: Approve Jan. 2, 2026 First Friday street closures**

Amanda Rose, Director of First Fridays for Downtown Goshen Inc., asked the Board to approve a street closure and parking space closures for the First Friday Fire and Ice Festival on Jan. 2, 2026.

Rose asked for the closure of East Washington Street, from 5th Street to Main Street, from noon to 10 p.m., and the use of six parking spaces on the north side of East Washington Street, from 7:30 a.m. to 10 p.m. She requested the closures for First Friday activities.

Rose indicated that there are businesses on the street affected by the closure, and they have been informed in advance. She also requested that the city Street Department provide street barricades at each end of the closure and at the alley as well as cones in the six parking spots.

Nichols/Myers made a motion to approve the street and parking space closures for the Jan. 2, 2026 First Friday Fire and Ice Festival. The motion passed 5-0.

**2) Legal Department request: Approve agreements with: Goshen Theater, Inc. for \$50,000; Chain Reaction Bicycle Project, Inc. for \$4,300; and The Goshen Interfaith Hospitality Network, Inc., d/b/a First Light Mission, for \$30,000 to support the work described in each agreement, and authorize Mayor Leichty to execute each agreement**

City Attorney Bodie Stegelmann told the Board that the City of Goshen has many organizations that provide services or programs to its residents more efficiently than what the City could provide such services. He said the City has supported such organizations with funds in the past and wishes to continue to do so.



Stegelmann said organizations considered for support undergo an application process, which includes a detailed description of how these funds will be used. Organizations chosen must account for how the funds were used. Stegelmann said the City seeks to enter into agreements with Goshen Theater, Inc., Chain Reaction Bicycle Project, Inc., and with The Goshen Interfaith Hospitality Network, Inc., d/b/a First Light Mission, pursuant to the agreements provided with a memorandum accompanying the agreements.

**For 2026, the Goshen Theater, Inc. seeks \$50,000, Chain Reaction Bicycle Project, Inc. seeks \$4,300 and The Goshen Interfaith Hospitality Network, Inc., d/b/a First Light Mission, seeks \$30,000.**

Mayor Leichty said, "These items are all presented at the Community Relations Commission meeting as well. There's a public presentation, and so these come to you today with their affirmation and support as well."

Before the meeting, the Legal Department provided an amended/revised memorandum to the Board, dated Dec. 18, 2025, with a corrected amount (\$4,300) to be provided to the Chain Reaction Bicycle Project, Inc. A previous memorandum mistakenly listed the amount of support at \$4,259.18 (EXHIBIT #1).

Nichols/Myers made a motion to approve agreements with Goshen Theater, Inc. in the amount of \$50,000, with Chain Reaction Bicycle Project, Inc. in the amount of \$4,300, and with The Goshen Interfaith Hospitality Network, Inc. d/b/a First Light Mission, in the amount of \$30,000 to support the work described in each agreement and authorize Mayor Leichty to execute each agreement. The motion passed 5-0.

**3) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Studio Ace of Spades, LLC for upgrading the City Parks website for \$27,700**

City Attorney Bodie Stegelmann said the City wants to enter into an agreement with Studio Ace of Spades, LLC to perform necessary services to modernize, improve ADA compliance, enhance resident usability and implement a new events platform for the Goshen Parks & Recreation website. He said the services were more particularly described in the contractor's proposal attached to the agreement as Exhibit A.

Stegelmann said the total cost would be \$27,700.

Nichols/Myers made a motion to approve and authorize the Mayor to execute the Agreement with Studio Ace of Spades, LLC to upgrade the City Parks Department website at a cost of \$27,700. The motion passed 5-0.

**4) Engineering Department request: Approve a contract with Cut-Rite Tree Service/Homer II LLC for the College Avenue Phase I Tree Clearing project in the amount of \$45,201.38**

City Engineering Project Manager Andrew Lund reminded the Board that on Dec. 11, 2025, it received proposals for the College Avenue Phase I Tree Clearing project. The proposal totals, as presented last week, were:

- Cut-Rite/Homer II LLC - \$45,201.38
- Above & Beyond Tree Service - \$175,449.75

The Engineering Department asked the Board to award the contract to Cut-Rite Tree Service/Homer II LLC as the lowest responsive and responsible bidder.

In response to a question from Mayor Leichty, Lund confirmed that the very different bids were for the same project.

Nichols/Myers made a motion to approve the contract with Homer II LLC/Cut-Rite Tree Service for the College Avenue Phase I Tree Clearing project in the amount of \$45,201.38. The motion passed 5-0.

**5) Engineering Department request: Approve an agreement with Niblock Excavating for the College Avenue Sewer Encasement project in the amount of \$190,529**

City Engineering Project Manager Andrew Lund reminded the Board that on Dec. 11, 2025 it received a single proposal for the College Avenue Sewer Encasement project. The following was the result:

- Niblock Excavating - \$190,529.00

The itemized bid tab was provided to the Board.



The Engineering Department requested that the Board award the contract to Niblock Excavating as the lowest responsive and responsible bidder.

Board member Landis asked if the submitted bid met the Engineering Department's cost estimate. Lund said it was about 20% over the estimate, "but it's not out of the ballpark as far as what we thought it might be."

Nichols/Myers made a motion to approve an agreement with Niblock Excavating for the College Avenue Sewer Encasement project in the amount of \$190,529. The motion passed 5-0.

**6) Engineering Department request: Approve an agreement with DC Construction for the 2025 Community Sidewalk Improvement project in the amount of \$1,171,800**

City Director of Public Works & Utilities Dustin Sailor reminded the Board that on Dec. 11, 2025 it received proposals for the 2025 Community Sidewalk Improvement. The following were the results:

- DC Construction - \$1,171,800.00
- TX Concrete - \$1,294,208.53
- Premium Concrete - \$1,587,290.00
- Phend & Brown - \$1,751,097.00
- C&E Excavating - \$2,243,615.00

The itemized bid tab was provided for the Board.

Sailor asked the Board to award the contract to DC Construction as the lowest responsive and responsible bidder.

Nichols/Myers made a motion to approve an agreement with DC Construction for the 2025 Community Sidewalk Improvement project in the amount of \$1,171,800. The motion passed 5-0.

**7) Engineering Department request: Approve a contract with DC Construction for the 2026 Asphalt Paving project in the amount of \$1,575,674.63**

City Civil Engineer Brad Minnick reminded the Board that on Dec. 11, 2025 it received proposals for the 2026 Asphalt Paving project. The following were the results:

- DC Construction - \$1,575,674.63
- Niblock Excavating- \$1,722,369.00
- Rieth-Riley - \$1,763,684.74

The itemized bid tab was provided for the Board.

Minnick asked the Board to award the contract to DC Construction as the lowest responsive and responsible bidder.

Nichols/Myers made a motion to approve a contract with DC Construction for the 2026 Asphalt Paving project in the amount of \$1,575,674.63. The motion passed 5-0.

**8) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Eyedart Creative Studio for 2026 City of Goshen Marketing Services at a cost of \$45,000**

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Eyedart Creative Studio to allow the City to enter into an agreement for 2026 City of Goshen Marketing Services. He said the services were more particularly described in Exhibit A attached to the agreement.

The total 2026 cost for marketing services is \$45,000. The agreement will be paid monthly at a cost of \$3,750.

For the record, the Mayor said neither she nor her spouse owns Eyedart Creative Studio.

NOTE: Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Dec. 18, 2025, the seven-page agreement with Eyedart and two pages of exhibits (EXHIBIT #2).

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute and approve the agreement with Eyedart Creative Studio to allow the City to enter into an agreement for 2026 City of Goshen Marketing Services. The motion passed 5-0.





**9) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with AllOne Health for the 2026 City of Goshen Police Department Employee Assistance Program (EAP)**

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with AllOne Health to allow the City to enter into an agreement for the 2026 City of Goshen Police Department Employee Assistance Program (EAP), more particularly described in an attached agreement.

The total cost for the 2026 Police Department EAP is a monthly per employee fee of \$5.00 per employee at an estimated 77 full time personnel for a total monthly cost of \$385, which is an annual cost of \$4,620.

NOTE: Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Dec. 18, 2025, and a 17-page agreement with AllOne Health for the 2026 City of Goshen Police Department Employee Assistance Program (EXHIBIT #3).

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the agreement with AllOne Health to allow the City to enter into an agreement for the 2026 City of Goshen Police Department Employee Assistance Program (EAP). The motion passed 5-0.

**10) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with AllOne Health for the 2026 City of Goshen Employee Assistance Program (EAP)**

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with AllOne Health to allow the City to enter into an agreement for the 2026 City of Goshen Employee Assistance Program (EAP), more particularly described in an attached agreement.

The total cost for the 2026 City EAP is a monthly program flat fee of \$168 for a total annual cost of \$2,016.

Clerk-Treasurer Aguirre said that about a year ago there was a presentation about the employee assistance and mental health counseling police officers were offered. He asked if this was a service still used by a lot of officers or whether it was mostly just used in instances when there has been a traumatic incident.

Stegelmann said he thought the service continued to be used both by police officers and Civil City employees. He added that "we really don't know who uses it or for what types of services. I think the only report the City gets is that a person used the service."

Mayor Leichty said, "We could look up a utilization report for you, Richard, if you'd like that."

NOTE: Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Dec. 18, 2025, and a 17-page agreement with AllOne Health for the 2026 City of Goshen Employee Assistance Program (EXHIBIT #4).

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the attached agreement with AllOne Health to allow the City to enter into an agreement for the 2026 City of Goshen Employee Assistance Program (EAP). The motion passed 5-0.

**11) Goshen Utilities request: Approve Goshen Water and Goshen Wastewater's proposed 2026 budgets**

At 4:15 p.m., Mayor Leichty invited a presentation on the proposed 2026 Budgets for the Goshen Water and Wastewater Utilities.

**BACKGRROUND:**

In a one-page memorandum to the Board, dated Dec. 18, 2025, City Director of Public Works & Utilities Dustin Sailor presented the proposed 2026 budgets for the Goshen Water and Wastewater Utilities.

Sailor wrote that the proposed Wastewater Utility operating budget totaled \$7.39 million, while the Water Utility operating budget totaled \$5.16 million, exclusive of capital expenditures funded through depreciation reserves, state revolving loan programs, and Redevelopment Commission resources.



Sailor wrote that both utilities "maintain strong depreciation fund balances — approximately \$9.9 million for Wastewater and \$6.39 million for Water — in alignment with established reserve targets to support multi-year capital plans and emergency preparedness." In 2026, he wrote that planned capital investments "are significant, totaling approximately \$5.26 million for Wastewater and \$12.2 million for Water, with major projects including the replacement of digester infrastructure, sewer lining, lead and copper compliance work, wellfield development, and water tower rehabilitation." These investments, he wrote "are essential to maintaining regulatory compliance, system reliability, and long-term asset sustainability."

Sailor further wrote that representatives from both utilities would be present at the Board meeting to answer questions. After the presentation and discussion, he said Goshen Water and Wastewater would ask the Board to approve the proposed 2026 budgets as presented.

#### **Executive Summary: 2026 Water and Wastewater Utility Operating Budgets**

The City of Goshen's 2026 proposed operating budgets for the Water and Wastewater Utilities reflect a continued focus on maintaining reliable service, addressing inflationary pressures, and advancing critical infrastructure investments. The proposed Wastewater Utility operating budget totals \$7.39 million, while the Water Utility operating budget totals \$5.16 million, exclusive of capital expenditures funded through depreciation reserves, state revolving loan programs, and Redevelopment Commission resources. Both utilities maintain strong depreciation fund balances—approximately \$9.9 million for Wastewater and \$6.39 million for Water—in alignment with established reserve targets to support multi-year capital plans and emergency preparedness. In 2026, planned capital investments are significant, totaling approximately \$5.26 million for Wastewater and \$12.2 million for Water, with major projects including digester infrastructure replacement, sewer lining, lead and copper compliance work, wellfield development, and water tower rehabilitation. These investments are essential to maintaining regulatory compliance, system reliability, and long-term asset sustainability.

Revenue trends over the past three years indicate relative stability for both utilities, despite notable changes such as the closure of Dairy Farmers of America in early 2025, which reduced wastewater revenues but also produced operational cost savings. Scheduled rate increases implemented since 2023 have helped offset inflationary pressures. However, with the conclusion of previously approved rate schedules, new rate increases are proposed for 2026—\$8.19 per 100 cubic feet for Wastewater and \$3.67 per 100 cubic feet for Water—to ensure continued operational viability and support ongoing capital needs.

Residential Water and Wastewater Protection Funds continue to provide assistance to customers facing service line repairs. However, balances—particularly in the Water Utility have been strained by increased costs associated with lead and copper compliance requirements. Fee adjustments for 2026 will be evaluated and presented to the Board of Works and Safety.

Looking ahead, both utilities face emerging operational challenges, including potential utility relocations associated with the planned U.S. Highway 33 widening project, increased system demands from new development, and evolving federal and state regulatory requirements related to lead and copper, and long-term water production capacity. Proactive planning, sustained capital investment, and prudent rate adjustments position the City of Goshen's utilities to manage these risks while continuing to provide safe, reliable, and cost-effective services to the community.

#### **DISCUSSION AND BOARD APPROVAL OF BUDGETS ON DEC. 18, 2025:**

City Director of Public Works & Utilities Dustin Sailor said that before this meeting he provided Board members with revised 2026 budget information as well as information about the 2025 budget for comparison. He said the wastewater operating total was \$7.32 million and the water operating budget was right at \$5 million.



"In both cases, what was previously provided to you has gone down," Sailor said. "When we looked through the budget worksheets, there's a couple lines in there that show up in the ERP (Enterprise Resource Planning) system, and that is just a balancing line, and so it really doesn't add to the budget, and so that's why we saw a budget reduction." Sailor said the budget total also does not reflect what is spent for capital plans, so that the five-year total is provided in Appendix 2. He said two years' worth of capital plans are good, but there is less uncertainty going out three, four or five years, although the City's plan list some bigger projects.

Sailor said both utilities also had strong depreciation fund balances. "We're at approximately \$9.9 million in the wastewater utility and \$6.39 for the water, (which is) in alignment with the established services target support multi-year capital plans and emergency preparedness. So, typically what we're looking for in our wastewater depreciation is that we have at least one full year of capital improvement built into that."

When it comes to capital planning for 2026, Sailor said the City has \$5.26 million in wastewater and \$12.2 million in water. "And the reason why that one is so high is we're working on Northside neighborhoods, so we were able to receive a State Revolving Fund loan grant. And in that grant, there was also a loan portion of that, so that's why that number is so high. Typically, what we have a lot as pay-as-you-go is about \$1.4 million for funds over and above our budgeted amount."

Sailor said some of the major projects include the replacement of the digester cover and a large sewer lining project on 8th Street. Also, the City is replacing almost 458 lead copper lead galvanized service lines in the Northside neighborhood and will be acquiring a property before the end of the year to expand the Kercher Wellfield. And in 2026, the City will start investigating the aquifer below it. He said these investments "are essential to making regulatory compliance, system reliability and long-term asset sustainability."

In response to a question from Mayor Leichty, Sailor said the financial report the Mayor was seeking is not in the Incode financial management system at this point and, as in prior years, won't be available until late January or mid-February. He thanked Water & Sewer Office Manager Kelly Saenz for providing the information.

Mayor Leichty said, "So this is a new process that our team is going through and presenting this to the Board of Works. As we are responsible to make spending decisions about this budget, I want to make sure that we understand the context in which we are operating ... Typically, this isn't something completed until later in the year. They're not on the same cycle as the Civil City, and so they accelerated that process to accommodate us by year end."

"So, I just want to extend my thanks to them for doing this," the Mayor said. "We are asking for a vote of approval, at this time. I don't know if you need additional time or consideration to digest the information you have before you, but, I do think this is a very helpful and comprehensive report, so thank you."

**The Mayor invited other city staff to provide highlights of their capital projects.**

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department, said one of the biggest projects is the new Kercher Wellfield, including the purchase of a property to expand it. He said there also will need to be related work on filters to make sure there is effective generation of water.

The Mayor said, "We should schedule a tour for this team. If you haven't visited the water and wastewater treatment plants, it's pretty fascinating to see what the City does. They manage a lot."

Board member Landis said he read that the City of Elkhart recently distributed information about lead in its water pipes and he wondered how that correlated to what the City of Goshen is doing.

Shepherd responded, "Knock on wood, we don't have any lead pipes whatsoever. We have what they call lead (service line) goosenecks, which are a connector. Other cities have full-lead lines, and they had to inform their customers of that. They didn't have their inventory completed to send to IDEM (Indiana Department of Environmental Management) so, they sent information to their customers."

Board member Landis said he understood that the City of Goshen was ahead of other communities in the testing and notification process.





Shepherd said, "The reason we don't have to do a notification is because we are fully in compliance. We get all of our stuff done way ahead, and then we also had the flow modeling that we did with GIS (Geographic Information System mapping technology) ... and then we did not have to report to the customers, because we don't have any (lead in pipes)."

Board member Landis suggested Goshen provide information about this in case customers are wondering. For the benefit of others, Mayor Leichty asked Shepherd to explain why people who have lead gooseneck service lines at their homes are not facing any health problems. The Mayor said she knew it is not just a matter of notifications and being ahead of the game, "but it has to do with the pH in the water and how that is managed by the City water department and protects people from potential exposure to lead hazards."

Shepherd said, "All the lead goosenecks that we have, they have a coating on the inside. It's the calcium and the (water) hardness. They coat the inside of that pipe, and so you are not going to see any of the effects of the lead, because it's coated."

"On top of that, we test every day at both plants for pH, and we're around 7.3, so we're neutral. And we submit those (results) to the state every month. So far, so good. And then we do tests every three years for lead and copper. This past year we picked the oldest sites throughout the City, just to kind of target, you know, galvanized lines. We have I think three hits, but it was still way below the (permissible lead) levels."

Mayor Leichty said, "I received an education a few years ago from our water department and from Dustin (Sailor) and Marv (Shepherd) that the issue that happened in Flint (Michigan) had to do with their water source. They changed from using water in their aquifer to drawing water from their river and then trying to improve the quality of their water from their river. And the pH was significantly changed enough that it actually leached the lead from the pipes. We do not do that. We draw water from our aquifer and we'll continue to do so. We're not drinking water from the Elkhart River, so that adds an added layer of protection."

Jim Kerezman, Superintendent of the City Wastewater Treatment Plant, said his major project is replacement of a digester cover – "the blue membrane domes you see as you drive by our plant. We had one that had a rip in it. We went out for bid ... Basically, it's my only big project on the books."

Water & Sewer Office Manager Kelly Saenz said she didn't have any major pending projects.

There were no more questions or comments from the Board.

Mayor Leichty invited questions or comments from the audience. There were none.

Mayor Leichty invited a motion from the Board.

Nichols/Myers made a motion to approve Goshen Water and Goshen Wastewater's proposed 2026 budgets as presented. The motion passed 5-0.

**Privilege of the Floor (opportunity for public comment for matters not on the agenda):**

Mayor Leichty opened Privilege of the Floor at 4:29 p.m. There were no comments.

**APPROVAL OF CIVIL & UTILITY CLAIMS**

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Myers seconded the motion.

**ADJOURNMENT**

Mayor Leichty adjourned the meeting at 4:29 p.m.



**EXHIBIT #1:** *An amended/revised Legal Department memorandum to the Board, dated Dec. 18, 2025, for agenda item #2, Approve agreements with: Goshen Theater, Inc. for \$50,000; Chain Reaction Bicycle Project, Inc. for \$4,300; and The Goshen Interfaith Hospitality Network, Inc., d/b/a First Light Mission, for \$30,000 to support the work described in each agreement, and authorize Mayor Leichty to execute each agreement. The memo corrected the amount (\$4,300) to be provided to the Chain Reaction Bicycle Project, Inc. The previous memorandum mistakenly listed the amount of support at \$4,259.18.*

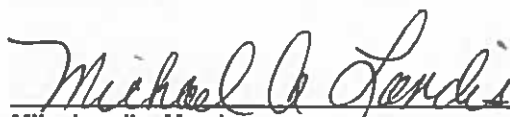
**EXHIBIT #2:** *Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Dec. 18, 2025, a seven-page agreement and two pages of exhibits for added agenda item #8, Approve and authorize Mayor Leichty to execute an agreement with Eyedart Creative Studio for 2026 City of Goshen Marketing Services at a cost of \$45,000.*

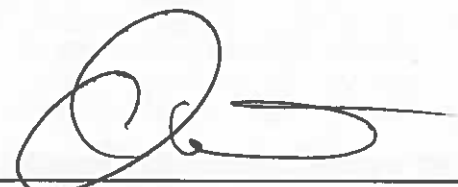
**EXHIBIT #3:** *Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Dec. 18, 2025, and a 17-page agreement with AllOne Health for added agenda item #9, Approve and authorize Mayor Leichty to execute an agreement with AllOne Health for the 2026 City of Goshen Police Department Employee Assistance Program (EAP).*

**EXHIBIT #4:** *Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Dec. 18, 2025, and a 17-page agreement with AllOne Health for added agenda item #10, Approve and authorize Mayor Leichty to execute an agreement with AllOne Health for the 2026 City of Goshen Employee Assistance Program (EAP).*

**APPROVED:**

  
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Mayor Gina Leichty


  
\_\_\_\_\_  
Mike Landis, Member

  
\_\_\_\_\_  
Orv Myers, Member





  
\_\_\_\_\_  
Mary Nichols, Member

  
\_\_\_\_\_  
Barb Swartley, Member

ATTEST:

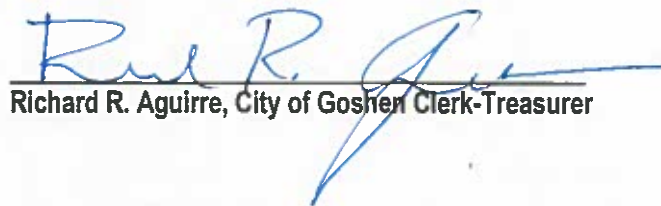
  
\_\_\_\_\_  
Richard R. Aguirre, City of Goshen Clerk-Treasurer

Exhibit #1



**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Bodie J. Stegelmann, City Attorney**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

bodiestegelmann@goshencity.com • www.goshenindiana.org  
Phone (574) 537-3854 • Fax (574) 533-8626 • TDD (574) 534-3185

**MEMORANDUM**

To: Board of Public Works and Safety

From: Bodie J. Stegelmann

Re: Community Service Partnerships

Date: December 18, 2025

The City of Goshen has many organizations that provide services or programs to its residents more efficiently than what the City could provide such services. The City has supported certain such organizations with funds in the past and wishes to continue to do so. Organizations considered for support are subject to an application process, which includes a detailed description of how these funds will be used. Organizations chosen must account for how the funds were used.

The City seeks to enter into agreements with Goshen Theater, Inc., Chain Reaction Bicycle Project, Inc., and with The Goshen Interfaith Hospitality Network, Inc. d/b/a First Light Mission, pursuant to the agreements provided with this Memorandum. Goshen Theater, Inc. seeks Fifty Thousand Dollars (\$50,000.00), Chain Reaction Bicycle Project, Inc. seeks Four Thousand Three Hundred and 00/100 Dollars (\$4,300.00), and The Goshen Interfaith Hospitality Network, Inc. d/b/a First Light Mission seeks Thirty Thousand Dollars (\$30,000.00) for 2026.

Suggested Motion: I move to approve agreements with Goshen Theater, Inc. in the amount of Fifty Thousand Dollars (\$50,000.00), with Chain Reaction Bicycle Project, Inc. in the amount of Four Thousand Three Hundred and 00/100 Dollars (\$4,300.00), and with The Goshen Interfaith Hospitality Network, Inc. d/b/a First Light Mission in the amount of Thirty Thousand Dollars (\$30,000.00) to support the work described in each agreement, and authorize Mayor Leichty to execute each agreement.



*Exhibit #2*

**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

December 18, 2025

To: Board of Public Works and Safety  
From: Christina M. Bonham, Paralegal  
Subject: Agreement with Eyedart Creative Studio for 2026 City of Goshen Marketing Services

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Eyedart Creative Studio to allow the City to enter into an agreement for 2026 City of Goshen Marketing Services, more particularly described in Exhibit A attached to the Agreement.

The total cost for marketing services for 2026 is Forty-Five Thousand Dollars (\$45,000.00). This agreement will be paid monthly at a cost of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00).

**Suggested Motion:**

Approve and authorize Mayor Leichty to execute the attached Agreement with Eyedart Creative Studio to allow the City to enter into an agreement for 2026 City of Goshen Marketing Services.

## **AGREEMENT WITH EYEDART CREATIVE STUDIO FOR CITY OF GOSHEN 2026 MARKETING**

THIS AGREEMENT is entered into on December 18, 2025, which is the date of the last signature set forth on the signature page, by and between Eyedart Creative Studio ("Contractor"), whose mailing address is 324 S. 5<sup>th</sup> Street, Goshen, IN 46528, and City of Goshen, Indiana ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

### **Section 1.    Component Parts of this Agreement**

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
  - (1) Contractor's Proposal dated November 26, 2025, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
  - (1) This Agreement; and
  - (2) Contractor's Proposal.

### **Section 2.    Scope of Services**

Contractor shall provide City with photography, content creation and other website development services for marketing and communications on the City of Goshen website, which services are more particularly described in Contractor's November 26, 2025, proposal attached as Exhibit A (hereinafter referred to as "Duties").

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

### **Section 3.    Effective Date; Term**

- (A) The agreement shall become effective on January 1, 2026.
- (B) This agreement shall be effective from January 1, 2026, through and including December 31, 2026.
- (C) The agreement may be renewed under the same terms and conditions by written amendment of both parties. Either party may provide the other party written notice at least thirty (30) days before the expiration of the original term if either party desires to extend the agreement. The term of the renewal shall not be longer than the term of the original agreement.



#### **Section 4. Compensation**

- (A) City agrees to compensate Contractor as follows for performing all Duties:

Project Management .....	\$ 2,925.00
Content Management .....	\$21,210.00
Web Design & Maintenance .....	\$11,700.00
Photography .....	\$6,825.00
Graphic Design .....	<u>\$2,340.00</u>
Total Annual Cost .....	<u>\$45,000.00*</u>

\* This monthly contract totals \$45,000.00 for 12 months from January 1 through December 31 for 2026. Eyedart will bill at \$3,750.00 on the first of every month.

#### **Section 5. Payment**

- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen  
c/o Goshen Mayor's Office  
202 S. 5<sup>th</sup> Street  
Goshen, IN 46528  
Email: [michaelwanbaugh@goshencity.com](mailto:michaelwanbaugh@goshencity.com)

- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

#### **Section 6. Ownership of Documents**

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

#### **Section 7. Licensing/Certification Standards**

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

## **Section 8. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

## **Section 9. Non-Discrimination**

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

## **Section 10. Employment Eligibility Verification**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 11. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

### **Section 12. No Investment Activities in Iran**

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

### **Section 13. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

### **Section 14. Force Majeure**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

### **Section 15. Default**

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the

City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

- (C) Contractor may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
  - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
  - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
  - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
  - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
  - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

#### **Section 16. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

#### **Section 17. Notice**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

**City:**  
City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

**Contractor:**  
Eyedart Creative Studio  
Attention: James Korn, Creative Director  
324 S 5<sup>th</sup> Street  
Goshen, IN 46528



### **Section 18. Subcontracting or Assignment**

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

### **Section 19. Amendments**

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

### **Section 20. Waiver of Rights**

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

### **Section 21. Applicable Laws**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

### **Section 22. Miscellaneous**

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

### **Section 23. Severability**

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision

of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

**Section 24. Binding Effect**

All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

**Section 25. Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

**Section 26. Authority to Execute**

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

**City of Goshen, Indiana**  
Goshen Board of Public Works and Safety

**Eyedart Creative Studio**

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
James Korn, Creative Director

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



# EXHIBIT A

## Estimate

From **Eyedart Creative Studio**  
324 S. Fifth Street  
Goshen, IN 46528

Estimate For **City of Goshen**  
202 South Fifth Street, Suite 1, Goshen,  
IN 46528

Estimate ID **245**  
Issue Date **11/26/2025**

Subject **CoG26\_Monthly Retainer**

Item Type	Description	Quantity	Unit Price	Amount
Project Management	<b>PROJECT MANAGEMENT</b> This service is dedicated to implementing the City of Goshen's marketing strategy and all communications needed between meetings to ensure that your marketing services meet your goals in a clear, unified effort. That includes scheduling and strategizing all photo and video shoots as well as leading website edits and updates. Also included in this time is one one-hour-long strategy meeting every 60 days to ensure that these hours are being put to their best use. This will be an opportunity to adjust hours from one goal to another as needs arise.	30.00	\$97.50	<b>\$2,925.00</b>
Content Management	<b>CONTENT MANAGEMENT</b> Manage content for the city's primary Facebook, Instagram, and LinkedIn pages, curating content for each platform. This service includes creating up to 10 total posts per week. Working hours, excluding holidays, are M-F, 9 AM to 5 PM.	314.2222	\$67.50	<b>\$21,210.00</b>
Web Design & Maintenance	<b>WEB MAINTENANCE</b> This service provides edits and updates to the website, including updating city events, and ensures that the website meets the desired WCAG compliance.	120.00	\$97.50	<b>\$11,700.00</b>
Photography	<b>PHOTOGRAPHY and VIDEOGRAPHY</b> This time includes updating metadata on photos and storing them on a media storage platform as decided by the city.	70.00	\$97.50	<b>\$6,825.00</b>
Graphic Design	<b>GRAPHIC DESIGN</b> This is time for graphic-design projects or any needs as assigned by the mayoral team on behalf of the city.	24.00	\$97.50	<b>\$2,340.00</b>

**Estimate Total \$45,000.00**

### Notes

This monthly contract totals \$45,000 for 12 months from January 1 through December 31 for 2026. Eyedart will bill at \$3,750 on the first of every month.

**Photography and Video rates:**

**Quick event rate:** \$125 for up to .5 hours on-site, up to .5 hours of editing

**Quarter-day rate:** \$320 for 1-2 hours on-site, up to 2 hours of editing

**Half-day rate:** \$570 for 3-4 hours on-site, up to 4 hours of editing

**Full-day rate:** \$1,140 for 6-8 hours on-site, up to 8 hours of editing

**Rates include local travel, standard equipment, delivery, and storage**



*Exhibit #3*



**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

December 18, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with AllOne Health for the 2026 City of Goshen Police Department Employee Assistance Program (EAP)

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with AllOne Health to allow the City to enter into an agreement for the 2026 City of Goshen Police Department Employee Assistance Program (EAP), more particularly described in the attached Agreement.

The total cost for the 2026 Police Department EAP is a monthly per employee fee of Five Dollars (\$5.00) per employee at an estimated 77 full time personnel for a total monthly cost of Three Hundred Eighty-Five Dollars (\$385.00), which is an annual cost of Four Thousand Six Hundred Twenty Dollars (\$4,620.00).

**Suggested Motion:**

Approve and authorize Mayor Leichty to execute the attached Agreement with AllOne Health to allow the City to enter into an agreement for the 2026 City of Goshen Police Department Employee Assistance Program (EAP).

### **Client Disclaimer – Standard Customer Services Agreement**

Thank you for your interest in our services. Please note that our Customer Services Agreement (CSA) is our standard agreement and reflects the terms under which we provide services to all clients. In fairness and consistency to our existing clients, we do not modify these terms without a corresponding adjustment in pricing.

If you wish to propose changes to the agreement, please be advised that any modifications will necessitate a review and will result in a price adjustment to reflect the revised terms.

We appreciate your understanding and look forward to the opportunity to support your organization under our established framework.

## CUSTOMER SERVICES AGREEMENT

*(U.S. Based Employees Only)*

This CUSTOMER SERVICES AGREEMENT (the "Agreement"), dated as of 1/1/2026 is entered into by and between AllOne Health Well, LLC, a Pennsylvania limited liability company with its principal place of business located at 100 N Pennsylvania Ave, Wilkes-Barre, PA 18701 doing business as AllOne Health ("Company") and the City of Goshen Police Department, with its principal place of business located at ~~204~~ E. Jefferson Street, Goshen, IN 46528 ("Customer"), collectively referred to herein as "Parties" and each as "Party."

WHEREAS, Customer wishes to engage the Company to provide employee assistance services and the Company wishes to provide such services upon certain terms and conditions.

NOW, THEREFORE, in consideration of the recitals listed above and the mutual promises, covenants, agreements, and undertakings of the Parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

### ARTICLE I. COMPANY RESPONSIBILITIES

1.1 Description of Services. The Company shall provide assistance services to Customer pursuant to the attached Statement of Work/Fee Schedule Employee Assistance Program (EAP), which is incorporated herein by reference, (sometimes collectively referred to as "Services").

1.2 The Company's Intellectual Property. The Agreement is not a work-for-hire agreement. The Company retains exclusive right, title and interest in intellectual property developed, delivered, or used in the performance of the Agreement. Neither the Agreement nor any Statement of Work changes the ownership of any pre-existing materials. Customer shall have no ownership interest in software used by the Company. All work product generated or acquired by the Company shall be the exclusive property of the Company. Work product shall include all clinical data and supporting records and other information. All such work product is confidential pursuant to Article 2 of the Agreement.

### ARTICLE II. CONFIDENTIALITY

2.1 Confidential Information. "Confidential Information" means information or data of a Disclosing Party concerning its business operations, methods and strategies, financial condition, technology, or prospects, in any form or medium (including writings, drawings and electronically stored information and data), whether or not marked or labeled as "confidential." Confidential Information also includes: (i) a Disclosing Party's technical information, confidential data and trade secrets; (ii) a Disclosing Party's nonpublic Intellectual Property ("IP") (for example, inventions, discoveries, designs, methods, processes and ideas, whether or not patented or patentable), mask works and works for authorship, whether copyrighted or copyrightable; (iii) any other information or data whether in written, electronic or oral form, directly or indirectly or made available by Disclosing Party or any of its or its affiliates' employees or independent contractors to the non-disclosing party in connection with the

activities contemplated by this Agreement that is designated "Confidential" or "Proprietary" or some similar designation or that would reasonably be expected to be confidential under the circumstances, including information related to the Disclosing Party's business or operations (including financial, corporate, marketing, product, research, technical, manufacturing and other nonpublic information) or its affiliates' employees, customers, suppliers and other business partners, property-related information, personally identifiable information, sensitive personal information (including the substance of inquiries or requests made by Customer's employees through the Services); and (iv) all tangible manifestations (however embodied) of information or data referred to in clauses (i), (ii) and (iii) above (for example, computer software, firmware, scripts or objects, hardware, programmer's notes, databases, manuals, training manuals and materials, memoranda, reports, drawings, sketches, flowcharts, models, prototypes, files, films, records or forms).

**2.2 Receiving Party.** A Party that acquires knowledge of the other Party's (a "Disclosing Party") Confidential Information is considered the "Receiving Party." The Receiving Party shall keep Confidential Information in confidence using the same degree of care as the Receiving Party uses with its own Confidential Information or a reasonable degree of care, whichever is greater. The Receiving Party will not use, exploit, disseminate, disclose, or divulge Confidential Information to any person, firm, corporation, partnership, association, or other entity, without the prior written consent of the Disclosing Party.

**2.3 Applicability of Confidentiality.** Notwithstanding the foregoing, a Receiving Party is not required to hold a Disclosing Party's information "confidential" if the information: (i) becomes publicly known, after disclosure in connection with this Agreement, through no act or omission of the Receiving Party; (ii) was, prior to disclosure in connection with this Agreement, already in the legitimate possession of the Receiving Party or publicly known, (iii) is obtained by the Receiving Party from a third party (a) without using the Disclosing Party's Confidential Information and (b) without a breach of such third party's obligations or violation of law, rule or regulation; (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (v) is required to be disclosed pursuant to judicial or governmental judgment, writ, decree, or order; or (vi) becomes relevant to the Receiving Party in any claim, demand, suit, action or proceeding instituted or defended by it in connection with the enforcement of its right or obligations under this Agreement. If the Receiving Party is required to disclose Confidential Information as contemplated in Section 2.3(v), the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required. The Receiving Party shall provide Disclosing Party, to the extent reasonably possible, advance notice to allow the Disclosing Party to seek, at its own expense, a protective order. The Receiving Party shall, at the Disclosing Party's expense, reasonably cooperate with the Disclosing Party's efforts to seek such a protective order.

**2.4 Retention.** The Company may retain, for its own general analytic purposes, after termination of the Agreement, de-identified aggregate data that is: (i) compiled from the raw data disclosed by Customer to the Company; or (ii) compiled from raw data collected from Customer's employees or their health care providers.

**2.5 Information Security Program.** The Company maintains an information security program to protect personally identifiable information. The information security program



includes administrative, technical, and physical safeguards: (a) to ensure security and confidentiality; (b) to protect information against any anticipated threats or hazards to security and integrity; and (c) to protect information against unauthorized access to or use that could result in harm, liability, or inconvenience to Customer or to its employees. The Company will report breaches of security to Customer when the security breach involves Customer information or information related to employees or any other individuals that is collected by and held by or on behalf of the Company.

**2.6 Security Breach.** If the Company believes that there has been any unauthorized access to or use of information related to employees or any other individuals that is collected by and held by or on behalf of the Company (a "Security Breach" of "Customer Data"), the Company must notify Customer after completion of its internal review and investigation.

#### **ARTICLE III. TERM, PAYMENT AND TERMINATION**

**3.1 Term.** This Agreement shall commence on the effective date specified in Exhibit A ("Effective Date") and will continue until 5:00 p.m. Eastern Standard Time on 12/31/2026, unless terminated earlier in accordance with Section 3.3 of this Agreement (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for successive one -year periods unless either party provides written notice of non-renewal at least one hundred and twenty (120) days prior to the end of the then-current term or any subsequent renewal period. Such written notice must be delivered to the other Party at the address specified in this Agreement, with a copy simultaneously sent to the other Party's legal counsel at the address designated in writing by such party.

**3.2 Payment.** In consideration of the services provided by the Company, the Customer agrees to pay the fees outlined in Exhibit A ("Service Fees"). After twelve (12) months from the Effective Date, and at each subsequent anniversary, the Company reserves the right to adjust the Service Fees for any renewal term. Any fee adjustments shall not exceed the Consumer Price Index (CPI) or the rate of inflation at that time, unless otherwise mutually agreed upon by both parties.

If there is a change of ten percent (10%) or more in the Customer's employee enrollment, the Company reserves the right to review and adjust the Service Fees accordingly. The Customer must report such changes in writing at the time of payment remittance. The Company may retroactively or prospectively adjust pricing on invoices affected by the change in employee enrollment.

The Company will issue invoices on a monthly basis for services rendered, and the Customer agrees to make payment upon receipt. If payment is not made within fifteen (15) days from the invoice date, the outstanding balance will accrue interest at a rate of 1.5% per month. The total interest charged will not exceed applicable legal limits. In the event that interest charged exceeds these legal limits, the Company will credit the excess to the Customer's next invoice or, if applicable, refund the difference if the excess surpasses the next invoice amount.

**3.3 Termination.** Either Party may terminate the Agreement if the other Party materially breaches the Agreement and fails to cure such breach within sixty (60) days after

receipt of written notice of such breach from the other Party. Termination shall not prejudice any other remedy to which the terminating Party may be entitled at law, in equity or under the Agreement.

**3.4 Effect of Termination.** The Company is entitled to full compensation for work performed prior to termination.

**3.5 Indebtedness.** If Customer is unable to pay its debts as they become due, the Company may terminate the Agreement at its discretion and proceed to enforce Customer's performance. This Section 3.5 supersedes all prior contract terms and conditions.

**3.6 Bankruptcy.** Either Party may terminate the Agreement if the other Party: (i) ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) commences, or has commenced against it, bankruptcy proceedings in any jurisdiction and such proceedings are not dismissed within 30 days; or (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver, liquidator of it or of all or any substantial part of its asset or properties, or if within 45 days after the commencement of any proceeding against the Party seeking reorganization, similar arrangements, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 45 days after appointment of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets and properties without the Party seeking reorganization's consent or acquiescence, and the appointment has not been vacated.

#### **ARTICLE IV. INDEMNIFICATION**

**4.1 Mutual Indemnification.** To the fullest extent permitted by law, each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party), and hold harmless the other Party and its affiliates, and its and their respective officers, directors, partners, shareholders, employees, representatives, agents, successors, and assigns (each an "Indemnified Party") from and against any and all liabilities, losses, claims, damages, expenses, and costs (including reasonable attorneys' and consultants' fees and disbursements) (collectively, "Losses") arising from or relating to: (i) any negligent act or omission, in whole or in part; (ii) any violation of any applicable statute or regulation in the performance of this Agreement; and (iii) any fraud, willful misconduct or gross negligence of the other Party, its affiliates or any subcontractor.

#### **ARTICLE V. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

**5.1 Warranty.** The Company will use commercially reasonable efforts to perform the Services in a professional manner, consistent with industry standards. Except as described in the Agreement or a Statement of Work, the Company makes no other warranties. The Company warranties extend solely to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Except for

non-payment, neither Party will bring a legal action under the Agreement more than two (2) years after the cause of action arose.

**5.2 Disclaimer.** TO THE EXTENT PERMITTED BY LAW AND AS PROVIDED HEREIN, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

**5.3 Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER, FOR THE PERIOD OF 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES, UNDER THE AGREEMENT FOR THE RELEVANT SERVICES.

#### **ARTICLE VI. THIRD PARTY INFORMATION/LIMITATIONS OF RESPONSIBILITY**

**6.1 Responsibility and Liability for Third Parties.** It is specifically understood and agreed by the Parties that neither Party assumes responsibility or liability for the accuracy, completeness, propriety, necessity, or advisability of the information which is provided to the Company or Customer by or from third parties including counselors, affiliates, coaches, coordinators, clinics, or any other entities providing information to the Company or Customer.

**6.2 Limitations of Responsibility.** The Parties understand and agree that Company shall have no responsibility of any kind to Customer and any individual employee of Customer or any other person, firm, corporation, or entity for any of the following: (1) verification of any individual's eligibility, or entitlement to group medical/health plan coverage, or coverage contained within or excluded from said group health plan; (2) verification for any participant's provider's network status; (3) payment of any individual's medical, hospital, or other bills, debts, obligations, or other liabilities of any kind relating to medical or surgical treatment of confinement; (4) benefit decisions – the role of the Company being limited to making clinical recommendations to a health benefit plan's named fiduciary; and (5) notification to any individual of an adverse benefit determination based upon, or related to, a clinical recommendation by Company.

**6.3 Customer Obligations.** The Company shall not be liable for any obligation, indebtedness, or liability of Customer, whether now existing or hereafter arising, and the Company shall not, by entering into the Agreement, assume or become liable for any of such obligations, indebtedness, or liabilities.

#### **ARTICLE VII. AUTHORIZATION FOR COMMUNICATIONS**

**7.1 Communications.** Customer shall not distribute descriptive materials of any type which reference the various components of the services provided by the Company without first submitting such proposed materials to the Company for review and obtaining prior written authorization from the Company. Customer further expressly acknowledges that all



intellectual property rights of the Company, its successors and/or assigns, shall remain the sole and exclusive property of the Company, its successors and/or assigns consistent and in accordance with the prior approval obtained by the Company from the United States Patent and Trademark Office and any other available remedies or protection(s) available unto the Company.

**7.2 Irreparable Harm to the Company.** It is further expressly agreed that a breach by Customer of any provision of the preceding covenant will cause the Company irreparable harm which cannot be adequately compensated by monetary relief. Accordingly, in the event of any such breach, the Company can and will be entitled to equitable relief (including but not limited to temporary restraining orders, preliminary and/or permanent injunctions), in addition to any other remedies available at law or in equity now or hereinafter in force.

#### **ARTICLE VIII. GENERAL PROVISIONS**

**8.1 Notice.** All notices and other communications required or permitted hereunder or in connection herewith, shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and postage prepaid. They shall be addressed as follows:

**Company:**

**AllOne Health**

**Attn: Legal Department**

**100 North Pennsylvania Avenue**

**Wilkes-Barre PA 18701-3503**

**Customer:**

**City of Goshen Police Department**

**Attn: Jose Miller**

**111 ~~204~~ E. Jefferson Street**

**Goshen, IN 46528**

Provided, however, that either Party may change such Party's address by written notice of such change in accordance with this Section 8.1 to the other Party.

**8.2 Governing Law.** The Agreement shall be governed by and construed under the laws of the State of Indiana, County of Elkhart, without giving effect to the principles of conflict of laws thereof. Additionally, the Parties agree that any legal action or proceeding brought by or against them under this agreement shall be exclusively brought in the courts in and for Luzerne County, Pennsylvania, and Wilkes-Barre Division of the United States District Court for the Middle District of Pennsylvania and that the parties submit to such jurisdiction and waive all objections which they may have with respect to the venue of the above courts.

**8.3 Entire Agreement.** The Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the provisions of the Services and supersedes any and all prior agreements whether written or oral, that may exist between the Parties solely with respect to such subject matter. The Preamble and Exhibit A are incorporated into the Agreement by reference.

**8.4 Modifications and Amendments.** No modification, amendment, alteration, or waiver of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Party against whom enforcement is sought. A waiver of any provision of this Agreement at any time shall not constitute a waiver of any other provision at that time, nor shall it be deemed a waiver of the same or any other provision at any future time.

**8.5 Statement of Work/Fee Schedule Amendments.** Notwithstanding Section 8.4, Customer may request the Company to make changes to its Statement of Work/Fee Schedule or to perform additional Services ("Modified Services"). Upon such a request by Customer, the Company shall submit in writing a proposal for accomplishing the Modified Services and any associated increase or decrease in the Service Fees. If Customer elects to have the Company perform the Modified Services, the Company shall prepare an amended Statement of Work/Fee Schedule that describes and outlines the terms of the Modified Services to be performed. Such amended Statement of Work/Fee Schedule shall be mutually agreed upon, signed, and dated by both Parties. The Company shall not be obligated to perform the Modified Services prior to the execution of the amended Statement of Work/Fee Schedule.

**8.6 Assignment and Third-Party Beneficiaries.** Neither Party may assign the Agreement without the expressed written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either Party may transfer or assign this Agreement without the other Party's consent (i) to any parent, subsidiary, or affiliate that controls, is controlled by, or is under common control with such Party, or (ii) in connection with a merger, acquisition, or sale of all or substantially all of such Party's assets or business to which this Agreement relates. Furthermore, either Party may assign the Agreement to a third party solely in connection with a sale or other disposition of substantially all the assets of the assigning Party's business without the expressed written consent of the other Party. Other than in connection with indemnification under Section 4.1, the Agreement does not, nor is it intended to, create any rights, benefits, or interests in any third party, person, or organization.

**8.7 Captions and Headings; Interpretation.** Captions and headings contained herein are solely for convenience of reference and shall not constitute a part of, or affect the interpretation or construction of, the Agreement. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, exhibit or schedule means a Section or Article of, or schedule or exhibit to this Agreement, unless another agreement is specified, (b) the word "including" (and words of similar import) means "including without limitation," (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case, as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural or singular form, respectively, and words of one gender shall be held to include all genders as the

context requires, (e) references to the Parties means the Parties hereto, unless another agreement is specified, (f) references to a particular person include such person's successor and assigns to the extent not prohibited by this Agreement, (g) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, A and such phrase does not mean simply "if," (h) the headings contained in this Agreement, in any exhibit or schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement, (i) references to "\$" shall mean United States dollars, (j) the word "or" is not exclusive, (k) the words "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement including the schedules and exhibits hereto, (l) the word "any" means "any and all," (m) the words "writing," "written," and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form, (n) no provision of this Agreement is to be construed to require, directly or indirectly, any person to take any action, or omit to take any action, to the extent such action or omission would violate applicable law, (o) if the last day of the time period for the giving of any notice of the taking of any action required under this Agreement falls on a day that is not a business day, the time period for giving such notice or taking such action shall be extended through the next business day following the original expiration date of such, and (p) the Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

**8.8 Waiver and Severability.** The waiver by either Party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of the Agreement shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof and such affected provision shall be enforced to the fullest extent permitted by law.

**8.9 Attorney's Fees, Costs and Expenses.** If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, each Party shall bear its own attorneys' fees, costs and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper.

**8.10 Counterparts and Facsimile Signatures or PDF Signatures.** The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer and the Company agree that transmission to each other of the Agreement via portable document format ("PDF") signature shall suffice to bind the Party signing and transmitting same to the Agreement in the same manner as if the Agreement with an original signature had been delivered.

**8.11 Independent Contractor Status.** For purposes of the Agreement and all the Services to be provided hereunder, the Company shall not be considered a partner, co-venturer, agent, employee or representative of Customer, but shall remain in all respects an independent contractor, and neither Party shall have any right or authority to make or undertake any



promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party.

**8.12 Solicitation of Employees.** Customer agrees that during the term of the Agreement and for a period of twenty-four (24) months commencing on the date that such term expires or is terminated, Customer shall not for any reason, either directly or indirectly, on Customer's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment or consulting arrangement with the Company, or an affiliated company, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

**8.13 Survival.** The provisions of Articles II, III, IV, V, VI, VII and VIII shall survive the expiration or sooner termination of the term of the Agreement.

**8.14 Force Majeure.** Each Party shall not be considered in default of the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, riots, civil disturbances, pandemics, epidemics, floods, hurricanes, tornadoes and any other similar acts, events or omissions (each a "Force Majeure Event"). A Party is excused from performance only for the duration of such a Force Majeure Event. Any Party so delayed in its performance due to a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within 24 hours of the inception of such delay). In the event a Force Majeure Event affecting the performance of a Party continues for more than 60 days, the other Party may terminate this Agreement upon notice to such affected Party.

**8.15 Advertising and Public Announcement.** With prior written approval by Customer, Customer agrees that the Company may: (1) use Customer's name in any form of publicity; (2) release to the public any information relating to the Services to be performed hereunder; and (3) otherwise disclose or advertise that the Customer has entered into the Agreement.

**8.16 Subcontracting.** Company may also, without notice, utilize subcontractors and agents to perform aspects of the Services (such as cloud hosting), provided, however, that Company shall remain primarily responsible for compliance with its obligations under this Agreement.

**8.17 ERISA Disclaimer.** The Parties acknowledge and agree that the Company will provide services to Customer under the Agreement. In providing such service, the Parties agree that the Company will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA")). The Company's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the Parties agree that the Company is not a fiduciary (as such term is defined by ERISA Section 3(21)) regarding Customer's Health Benefits or any Health and Welfare Benefit Plan. The Company will provide services by using its employees who are unfamiliar with and have no responsibility to determine or verify the coverage requirements of any specific benefit plan. In the event that knowledge of the Company shall be a prerequisite to imposing a duty upon or to determine the

liability of the Company under the Agreement or under any statute regulating the conduct of the Company, the Company will not be deemed to have participated in any act or omission of any fiduciary (as such term is defined under ERISA) with regard to the coverage requirements of any welfare benefit plan as a result of performing its contractually agreed upon duties hereunder.

#### **8.18 Privacy.**

(a) Company is a "service provider", "processor", or equivalent term under data privacy laws applicable to Company's activities under this Agreement (collectively, together with any regulations promulgated pursuant to such laws, "Data Privacy Laws"), and Customer is a "controller", "business" or equivalent term under applicable Data Privacy Laws. The parties agree and acknowledge that certain individuals may have personal data rights pursuant to Data Privacy Laws with respect to their "personal information," "personal data," or equivalent term as defined in Data Privacy Laws ("Personal Information"). Company will retain, use, and disclose Personal Information subject to Data Privacy Laws only for the business purposes and business relationship authorized in the Agreement or otherwise permitted by such Data Privacy Laws, will not sell Personal Information (as such term is defined in applicable Data Privacy Laws), and will treat such Personal Information as Confidential Information under this Agreement. The Company's PIMS Privacy Policy is incorporated herein by reference and can be found on the Company's website. The PIMS Privacy Policy may be amended from time to time without notice to the Customer.

(b) Referral Network. Customer acknowledges and agrees that the counselors, affiliates, coaches, coordinators, clinics, health care providers, and any other entities to whom Company may refer Customer's employees for health counseling or similar services (collectively, the "Referral Network") are separate, independent "controllers", "businesses", or an equivalent term under Data Privacy Laws, and such Referral Network members are not Company's subcontractors or service providers. Customer further acknowledges that Company has no control over, or responsibility for, the data collection or use practices of any Referral Network member, and the use of Personal Information by Referral Network members is subject to each such member's own privacy practices and disclosures. The Company's Referral Network is a sub-processor of the Company for purposes of the referral, invoice, and payment process. The Customer may obtain additional information about the Company's Affiliate Network by contacting the Company.

(c) With regard to protected health information ("PHI") and other Personal Information, each party shall comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any all-applicable Data Privacy Laws. Customer hereby agrees that (i) the Company is authorized to process and transfer data between its offices constituting the Company's group of companies, and between any sub-contractor(s), partners and affiliates, and other members of the Referral Network, engaged by the Company to perform part or all of the Services thereby allowing global access to the data on a 'need-to-know' basis in order to perform Services under this Agreement in the countries and territories specified by Customer; and (ii) the Company may disclose protected health information of data subjects (as defined in HIPAA) in the aggregate reports or in de-identified form, without the

written consent of data subject, in connection with Company's business operations, as permitted by law.

(d) The Customer shall not share Customer PHI or Personal Information with the Company. "Personal Information" shall mean a first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal information" does not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

8.19 Anti-Corruption Compliance. Reserved.

8.20 Trade Sanctions and Export Control. Reserved.

8.21 Record Storage and Delivery. Upon termination of the Agreement and to the extent that such records exist, the Company shall compile, collect, and deliver to Customer all Customer records subject to the Agreement as soon as is practicable after such termination. Customer agrees to accept delivery upon receipt of such Customer records and pay the Company all reasonable and customary storage, shipping and handling fees and expenses upon receipt of such record delivery and invoicing. Customer understands that any federal and/or state law, rule, regulation, or policy requiring the safekeeping of records for a prescribed time period, after termination of the Agreement, is the sole responsibility of Customer and not an obligation of the Company.

*[Remainder of page intentionally left blank]*





IN WITNESS WHEREOF, the Parties have executed and delivered the Agreement as of the date first above written.

12/17/2025

*[Signature]*

**Keith Wasley – President and CEO**

**Signature of Authorized Customer Representative**

Printed Name of Authorized Customer Representative

**Title of Authorized Customer Representative**

## **EXHIBIT A: Employee Assistance Program (EAP)**

### **STATEMENT OF WORK/FEE SCHEDULE**

**Effective Date:** 1/1/2026

**Contract end Date:** 12/31/2026

**Notification required for non-renewal:** 120 days

**Employee Count:** 77

**Groups Covered:** Full-time employees, dependents ages 8-26, and household members.

### **ASSISTANCE AND WORK-LIFE SERVICES**

#### **Comprehensive Benefits**

- **24/7 Access:** Toll-free telephonic and online access to EAP services.
- **Multilingual Services:** Call translation services available in over 140 languages.
- **In-the-Moment Mental Health Support:** Immediate, confidential access to Master's-level clinicians for emotional and psychological support, available 24/7 by telephone.
- **Mental Health Counseling:**
  - Up to 12 short-term counseling sessions per unique issue with a Master's-level clinician, (up to 60 minutes each), available in-person, by phone, video, chat, or asynchronous text.
  - Referrals to community or insurance-covered long-term care when applicable.
- **Work-Life Resources:**
  - Personalized consultations and verified referrals for childcare, elder care, pet care, adoption, relocation, education, and more.
- **Legal and Financial Assistance:**
  - **Legal:** Referrals to professional attorneys on matters such as estate planning, divorce, custody, and bankruptcy.
  - **Financial:** Up to 12 virtual counseling sessions annually, (up to 30 minutes each), with a Certified Personal Finance Professional, offering expert guidance on budgeting, retirement planning, and debt management.
  - **Identity Theft Support:** Consultation with a Fraud Resolution Specialist (up to 60 minutes per year).

- **Digital Tools:**
  - Comprehensive online portal and mobile app with articles, videos, calculators, self-guided tools, webinars, live chat, and podcasts.
  - Internet-based Cognitive Behavioral Therapy (iCBT) modules.
- **Life Coaching:** Up to 12 virtual or telephone sessions annually for personalized development in areas such as work-life balance, time management, and communication skills. (up to 60 minutes each).
- **Medical Advocacy:** Support navigating healthcare systems, including pre-authorizations, claims, and transitional care planning.
- **Personal Assistant Services:** Access to assistance with travel arrangements, dining reservations, home services, and other daily tasks.

## **PROGRAM IMPLEMENTATION AND PROMOTION**

### **Engagement and Awareness**

- **Participant and Manager Orientations:**
  - Virtual sessions to introduce benefits and usage guidance.
  - Unlimited virtual sessions are included annually.
- **Marketing Materials:**
  - Comprehensive Online Promotional Toolkit features a collection of benefit-focused and topical digital flyers and content designed to boost engagement.
  - Printed materials and promotional items, including brochures, wallet cards, posters, stress balls, and other giveaways, as well as translated materials, are available at an additional cost. Contact your Account Manager for more details.
- **Newsletters and Content:**
  - The Annual Themed Content Calendar outlines a structured schedule of curated topics, resources, and year-round live webinars designed to support ongoing engagement, participant well-being, and organizational initiatives.
  - Monthly newsletter with curated content on well-being topics emailed to the point of contact to share and hosted on AllOne Health's INSIGHTS Newsletter HUB online.
  - Access to a lifestyle blog with timely and relevant resources.
- **Health and Benefits Fair Participation:**

Participation in Onsite and Virtual Events. Participation in onsite and virtual events shall be subject to reasonable availability and may be subject to additional costs, which shall be mutually agreed upon in advance.



## **MANAGEMENT ASSISTANCE**

### **Leadership Support**

- **Account Management:** To oversee program implementation, utilization reviews, and strategic planning.
- **Management Consultations:** Expert guidance on workforce challenges and needs, including:
  - Declining performance
  - Workplace conflicts
  - Policy violations
  - Behavioral concerns
  - Virtual and onsite Workplace Crisis Response
  - Virtual training and education engagements
- **Crisis Consultation:** Immediate management support following critical incidents.
- **Formal Management Referrals:** Structured process for employee referrals addressing performance and policy issues, including substance abuse concerns.
- **Substance abuse evaluation:** Assessment of drug and alcohol related issues for employees in DOT and non-DOT regulated positions.
- **Fitness for Duty Evaluation Coordination**
  - Consultation regarding fitness for duty needs.
  - Coordination of fitness evaluations. Referral to qualified professionals.

## **PERFORMANCE TRACKING**

### **Data-Driven Insights**

- **Utilization Reporting:**
  - Available on a quarterly basis. Reports include metrics on service usage, engagement trends, and demographic insights for populations of 100 or more. Data presented in aggregate to protect confidentiality.
- **Program Reviews:** Periodic evaluations to assess program alignment with organizational goals.
- **Satisfaction Surveys:** Anonymous feedback collected to continuously improve service delivery.

## **SERVICE FEES**

### **Annual Fee Structure:**

- Effective Date: 1/1/2026
- Total covered employees: 77
- Fee Structure: Census Based
- Billing frequency: Monthly
- Per Employee Per Month: \$5.00

### **Fee-for-Service Rates:**

- **\*\*Workplace Crisis Response-onsite & virtual:** 8 hours included with additional fees starting at \$375/hour (travel costs additional).
- **\*\*Trainings and Webinars onsite & virtual:** 4 hours included with additional fees starting at \$350/hour (customization and travel costs additional).
- **Promotional Onsite Events (e.g., Benefit Fairs, Health Fairs, Onsite Orientations):** Fees starting at \$225/hour. (travel costs additional).
- **Substance Abuse Professional (SAP) Services:** Starting at \$750 per case.
- **Fitness for Duty Evaluation Services:** Starting at \$2,250 per case.

*\*\* Any scheduled crisis response or training event may be subject to a penalty of a minimum of \$350 for cancellation with less than 48-hour notice or if a provider has been secured for Workplace Crisis Response services.*

**Optional Services available and priced per project or per customer. To take advantage of these additional whole health solutions simply contact the AllOne Health team for more details.**

- AllOne Wellness Programs
- AllOne Organizational Consulting
- AllOne Crisis Management
- AllOne Concierge

### **\*KNOX KEENE**

*In accordance with Knox Keene regulations, California employees shall be limited to three (3) counseling sessions within each six (6) month period.*

*Exhibit #4*



**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

December 18, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with AllOne Health for the 2026 City of Goshen Employee Assistance Program (EAP) – (Excludes Police Department)

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with AllOne Health to allow the City to enter into an agreement for the 2026 City of Goshen Employee Assistance Program (EAP), more particularly described in the attached Agreement.

The total cost for the 2026 City EAP is a monthly program flat fee of One Hundred Sixty-Eight Dollars (\$168.00) for a total annual cost of Two Thousand Sixteen Dollars (\$2,016.00).

**Suggested Motion:**

Approve and authorize Mayor Leichty to execute the attached Agreement with AllOne Health to allow the City to enter into an agreement for the 2026 City of Goshen Employee Assistance Program (EAP).

### **Client Disclaimer – Standard Customer Services Agreement**

Thank you for your interest in our services. Please note that our Customer Services Agreement (CSA) is our standard agreement and reflects the terms under which we provide services to all clients. In fairness and consistency to our existing clients, we do not modify these terms without a corresponding adjustment in pricing.

If you wish to propose changes to the agreement, please be advised that any modifications will necessitate a review and will result in a price adjustment to reflect the revised terms.

We appreciate your understanding and look forward to the opportunity to support your organization under our established framework.



## CUSTOMER SERVICES AGREEMENT

*(U.S. Based Employees Only)*

This CUSTOMER SERVICES AGREEMENT (the "Agreement"), dated as of 1/1/2026 is entered into by and between AllOne Health Well, LLC, a Pennsylvania limited liability company with its principal place of business located at 100 N Pennsylvania Ave, Wilkes-Barre, PA 18701 doing business as AllOne Health ("Company") and the City of Goshen, with its principal place of business located at 204 E. Jefferson Street, Goshen, IN 46528 ("Customer"), collectively referred to herein as "Parties" and each as "Party."

**WHEREAS**, Customer wishes to engage the Company to provide employee assistance services and the Company wishes to provide such services upon certain terms and conditions.

**NOW, THEREFORE**, in consideration of the recitals listed above and the mutual promises, covenants, agreements, and undertakings of the Parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

### ARTICLE I. COMPANY RESPONSIBILITIES

**1.1 Description of Services.** The Company shall provide assistance services to Customer pursuant to the attached Statement of Work/Fee Schedule Employee Assistance Program (EAP), which is incorporated herein by reference, (sometimes collectively referred to as "Services").

**1.2 The Company's Intellectual Property.** The Agreement is not a work-for-hire agreement. The Company retains exclusive right, title and interest in intellectual property developed, delivered, or used in the performance of the Agreement. Neither the Agreement nor any Statement of Work changes the ownership of any pre-existing materials. Customer shall have no ownership interest in software used by the Company. All work product generated or acquired by the Company shall be the exclusive property of the Company. Work product shall include all clinical data and supporting records and other information. All such work product is confidential pursuant to Article 2 of the Agreement.

### ARTICLE II. CONFIDENTIALITY

**2.1 Confidential Information.** "Confidential Information" means information or data of a Disclosing Party concerning its business operations, methods and strategies, financial condition, technology, or prospects, in any form or medium (including writings, drawings and electronically stored information and data), whether or not marked or labeled as "confidential." Confidential Information also includes: (i) a Disclosing Party's technical information, confidential data and trade secrets; (ii) a Disclosing Party's nonpublic Intellectual Property ("IP") (for example, inventions, discoveries, designs, methods, processes and ideas, whether or not patented or patentable), mask works and works for authorship, whether copyrighted or copyrightable; (iii) any other information or data whether in written, electronic or oral form, directly or indirectly or made available by Disclosing Party or any of its or its affiliates' employees or independent contractors to the non-disclosing party in connection with the activities contemplated by this Agreement that is designated "Confidential" or "Proprietary"

or some similar designation or that would reasonably be expected to be confidential under the circumstances, including information related to the Disclosing Party's business or operations (including financial, corporate, marketing, product, research, technical, manufacturing and other nonpublic information) or its affiliates' employees, customers, suppliers and other business partners, property-related information, personally identifiable information, sensitive personal information (including the substance of inquiries or requests made by Customer's employees through the Services); and (iv) all tangible manifestations (however embodied) of information or data referred to in clauses (i), (ii) and (iii) above (for example, computer software, firmware, scripts or objects, hardware, programmer's notes, databases, manuals, training manuals and materials, memoranda, reports, drawings, sketches, flowcharts, models, prototypes, files, films, records or forms).

**2.2 Receiving Party.** A Party that acquires knowledge of the other Party's (a "Disclosing Party") Confidential Information is considered the "Receiving Party." The Receiving Party shall keep Confidential Information in confidence using the same degree of care as the Receiving Party uses with its own Confidential Information or a reasonable degree of care, whichever is greater. The Receiving Party will not use, exploit, disseminate, disclose, or divulge Confidential Information to any person, firm, corporation, partnership, association, or other entity, without the prior written consent of the Disclosing Party.

**2.3 Applicability of Confidentiality.** Notwithstanding the foregoing, a Receiving Party is not required to hold a Disclosing Party's information "confidential" if the information: (i) becomes publicly known, after disclosure in connection with this Agreement, through no act or omission of the Receiving Party; (ii) was, prior to disclosure in connection with this Agreement, already in the legitimate possession of the Receiving Party or publicly known, (iii) is obtained by the Receiving Party from a third party (a) without using the Disclosing Party's Confidential Information and (b) without a breach of such third party's obligations or violation of law, rule or regulation; (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (v) is required to be disclosed pursuant to judicial or governmental judgment, writ, decree, or order; or (vi) becomes relevant to the Receiving Party in any claim, demand, suit, action or proceeding instituted or defended by it in connection with the enforcement of its right or obligations under this Agreement. If the Receiving Party is required to disclose Confidential Information as contemplated in Section 2.3(v), the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required. The Receiving Party shall provide Disclosing Party, to the extent reasonably possible, advance notice to allow the Disclosing Party to seek, at its own expense, a protective order. The Receiving Party shall, at the Disclosing Party's expense, reasonably cooperate with the Disclosing Party's efforts to seek such a protective order.

**2.4 Retention.** The Company may retain, for its own general analytic purposes, after termination of the Agreement, de-identified aggregate data that is: (i) compiled from the raw data disclosed by Customer to the Company; or (ii) compiled from raw data collected from Customer's employees or their health care providers.

**2.5 Information Security Program.** The Company maintains an information security program to protect personally identifiable information. The information security program includes administrative, technical, and physical safeguards: (a) to ensure security and



confidentiality; (b) to protect information against any anticipated threats or hazards to security and integrity; and (c) to protect information against unauthorized access to or use that could result in harm, liability, or inconvenience to Customer or to its employees. The Company will report breaches of security to Customer when the security breach involves Customer information or information related to employees or any other individuals that is collected by and held by or on behalf of the Company.

**2.6 Security Breach.** If the Company believes that there has been any unauthorized access to or use of information related to employees or any other individuals that is collected by and held by or on behalf of the Company (a "Security Breach" of "Customer Data"), the Company must notify Customer after completion of its internal review and investigation.

### **ARTICLE III. TERM, PAYMENT AND TERMINATION**

**3.1 Term.** This Agreement shall commence on the effective date specified in Exhibit A ("Effective Date") and will continue until 5:00 p.m. Eastern Standard Time on 12/31/2026, unless terminated earlier in accordance with Section 3.3 of this Agreement (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for successive one -year periods unless either party provides written notice of non-renewal at least one hundred and twenty (120) days prior to the end of the then-current term or any subsequent renewal period. Such written notice must be delivered to the other Party at the address specified in this Agreement, with a copy simultaneously sent to the other Party's legal counsel at the address designated in writing by such party.

**3.2 Payment.** In consideration of the services provided by the Company, the Customer agrees to pay the fees outlined in Exhibit A ("Service Fees"). After twelve (12) months from the Effective Date, and at each subsequent anniversary, the Company reserves the right to adjust the Service Fees for any renewal term. Any fee adjustments shall not exceed the Consumer Price Index (CPI) or the rate of inflation at that time, unless otherwise mutually agreed upon by both parties.

If there is a change of ten percent (10%) or more in the Customer's employee enrollment, the Company reserves the right to review and adjust the Service Fees accordingly. The Customer must report such changes in writing at the time of payment remittance. The Company may retroactively or prospectively adjust pricing on invoices affected by the change in employee enrollment.

The Company will issue invoices on a monthly basis for services rendered, and the Customer agrees to make payment upon receipt. If payment is not made within fifteen (15) days from the invoice date, the outstanding balance will accrue interest at a rate of 1.5% per month. The total interest charged will not exceed applicable legal limits. In the event that interest charged exceeds these legal limits, the Company will credit the excess to the Customer's next invoice or, if applicable, refund the difference if the excess surpasses the next invoice amount.

**3.3 Termination.** Either Party may terminate the Agreement if the other Party materially breaches the Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of such breach from the other Party. Termination shall not prejudice

any other remedy to which the terminating Party may be entitled at law, in equity or under the Agreement.

**3.4 Effect of Termination.** The Company is entitled to full compensation for work performed prior to termination.

**3.5 Indebtedness.** If Customer is unable to pay its debts as they become due, the Company may terminate the Agreement at its discretion and proceed to enforce Customer's performance. This Section 3.5 supersedes all prior contract terms and conditions.

**3.6 Bankruptcy.** Either Party may terminate the Agreement if the other Party: (i) ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) commences, or has commenced against it, bankruptcy proceedings in any jurisdiction and such proceedings are not dismissed within 30 days; or (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver, liquidator of it or of all or any substantial part of its asset or properties, or if within 45 days after the commencement of any proceeding against the Party seeking reorganization, similar arrangements, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 45 days after appointment of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets and properties without the Party seeking reorganization's consent or acquiescence, and the appointment has not been vacated.

#### **ARTICLE IV. INDEMNIFICATION**

**4.1 Mutual Indemnification.** To the fullest extent permitted by law, each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party), and hold harmless the other Party and its affiliates, and its and their respective officers, directors, partners, shareholders, employees, representatives, agents, successors, and assigns (each an "Indemnified Party") from and against any and all liabilities, losses, claims, damages, expenses, and costs (including reasonable attorneys' and consultants' fees and disbursements) (collectively, "Losses") arising from or relating to: (i) any negligent act or omission, in whole or in part; (ii) any violation of any applicable statute or regulation in the performance of this Agreement; and (iii) any fraud, willful misconduct or gross negligence of the other Party, its affiliates or any subcontractor.

#### **ARTICLE V. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

**5.1 Warranty.** The Company will use commercially reasonable efforts to perform the Services in a professional manner, consistent with industry standards. Except as described in the Agreement or a Statement of Work, the Company makes no other warranties. The Company warranties extend solely to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Except for



non-payment, neither Party will bring a legal action under the Agreement more than two (2) years after the cause of action arose.

**5.2 Disclaimer.** TO THE EXTENT PERMITTED BY LAW AND AS PROVIDED HEREIN, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

**5.3 Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER, FOR THE PERIOD OF 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES, UNDER THE AGREEMENT FOR THE RELEVANT SERVICES.

#### **ARTICLE VI. THIRD PARTY INFORMATION/LIMITATIONS OF RESPONSIBILITY**

**6.1 Responsibility and Liability for Third Parties.** It is specifically understood and agreed by the Parties that neither Party assumes responsibility or liability for the accuracy, completeness, propriety, necessity, or advisability of the information which is provided to the Company or Customer by or from third parties including counselors, affiliates, coaches, coordinators, clinics, or any other entities providing information to the Company or Customer.

**6.2 Limitations of Responsibility.** The Parties understand and agree that Company shall have no responsibility of any kind to Customer and any individual employee of Customer or any other person, firm, corporation, or entity for any of the following: (1) verification of any individual's eligibility, or entitlement to group medical/health plan coverage, or coverage contained within or excluded from said group health plan; (2) verification for any participant's provider's network status; (3) payment of any individual's medical, hospital, or other bills, debts, obligations, or other liabilities of any kind relating to medical or surgical treatment of confinement; (4) benefit decisions – the role of the Company being limited to making clinical recommendations to a health benefit plan's named fiduciary; and (5) notification to any individual of an adverse benefit determination based upon, or related to, a clinical recommendation by Company.

**6.3 Customer Obligations.** The Company shall not be liable for any obligation, indebtedness, or liability of Customer, whether now existing or hereafter arising, and the Company shall not, by entering into the Agreement, assume or become liable for any of such obligations, indebtedness, or liabilities.

#### **ARTICLE VII. AUTHORIZATION FOR COMMUNICATIONS**

**7.1 Communications.** Customer shall not distribute descriptive materials of any type which reference the various components of the services provided by the Company without first submitting such proposed materials to the Company for review and obtaining prior written authorization from the Company. Customer further expressly acknowledges that all

intellectual property rights of the Company, its successors and/or assigns, shall remain the sole and exclusive property of the Company, its successors and/or assigns consistent and in accordance with the prior approval obtained by the Company from the United States Patent and Trademark Office and any other available remedies or protection(s) available unto the Company.

**7.2 Irreparable Harm to the Company.** It is further expressly agreed that a breach by Customer of any provision of the preceding covenant will cause the Company irreparable harm which cannot be adequately compensated by monetary relief. Accordingly, in the event of any such breach, the Company can and will be entitled to equitable relief (including but not limited to temporary restraining orders, preliminary and/or permanent injunctions), in addition to any other remedies available at law or in equity now or hereinafter in force.

#### **ARTICLE VIII. GENERAL PROVISIONS**

**8.1 Notice.** All notices and other communications required or permitted hereunder or in connection herewith, shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and postage prepaid. They shall be addressed as follows:

**Company:**

**AllOne Health**

**Attn: Legal Department**

**100 North Pennsylvania Avenue**

**Wilkes-Barre PA 18701-3503**

**Customer:**

**City of Goshen** *Attn.: Rita Huffman*

**204 E. Jefferson Street**

**Goshen, IN 46528**

Provided, however, that either Party may change such Party's address by written notice of such change in accordance with this Section 8.1 to the other Party.

**8.2 Governing Law.** The Agreement shall be governed by and construed under the laws of the State of Indiana, County of Elkhart, without giving effect to the principles of conflict of laws thereof. Additionally, the Parties agree that any legal action or proceeding brought by or against them under this agreement shall be exclusively brought in the courts in and for Luzerne County, Pennsylvania, and Wilkes-Barre Division of the United States District Court for the Middle District of Pennsylvania and that the parties submit to such jurisdiction and waive all objections which they may have with respect to the venue of the above courts.

**8.3 Entire Agreement.** The Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the provisions of the Services and supersedes any and all prior agreements whether written or oral, that may exist between the Parties solely with respect to such subject matter. The Preamble and Exhibit A are incorporated into the Agreement by reference.

**8.4 Modifications and Amendments.** No modification, amendment, alteration, or waiver of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Party against whom enforcement is sought. A waiver of any provision of this Agreement at any time shall not constitute a waiver of any other provision at that time, nor shall it be deemed a waiver of the same or any other provision at any future time.

**8.5 Statement of Work/Fee Schedule Amendments.** Notwithstanding Section 8.4, Customer may request the Company to make changes to its Statement of Work/Fee Schedule or to perform additional Services ("Modified Services"). Upon such a request by Customer, the Company shall submit in writing a proposal for accomplishing the Modified Services and any associated increase or decrease in the Service Fees. If Customer elects to have the Company perform the Modified Services, the Company shall prepare an amended Statement of Work/Fee Schedule that describes and outlines the terms of the Modified Services to be performed. Such amended Statement of Work/Fee Schedule shall be mutually agreed upon, signed, and dated by both Parties. The Company shall not be obligated to perform the Modified Services prior to the execution of the amended Statement of Work/Fee Schedule.

**8.6 Assignment and Third-Party Beneficiaries.** Neither Party may assign the Agreement without the expressed written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either Party may transfer or assign this Agreement without the other Party's consent (i) to any parent, subsidiary, or affiliate that controls, is controlled by, or is under common control with such Party, or (ii) in connection with a merger, acquisition, or sale of all or substantially all of such Party's assets or business to which this Agreement relates. Furthermore, either Party may assign the Agreement to a third party solely in connection with a sale or other disposition of substantially all the assets of the assigning Party's business without the expressed written consent of the other Party. Other than in connection with indemnification under Section 4.1, the Agreement does not, nor is it intended to, create any rights, benefits, or interests in any third party, person, or organization.

**8.7 Captions and Headings: Interpretation.** Captions and headings contained herein are solely for convenience of reference and shall not constitute a part of, or affect the interpretation or construction of, the Agreement. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, exhibit or schedule means a Section or Article of, or schedule or exhibit to this Agreement, unless another agreement is specified, (b) the word "including" (and words of similar import) means "including without limitation," (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case, as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural or singular form, respectively, and words of one gender shall be held to include all genders as the



context requires, (e) references to the Parties means the Parties hereto, unless another agreement is specified, (f) references to a particular person include such person's successor and assigns to the extent not prohibited by this Agreement, (g) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, A and such phrase does not mean simply "if," (h) the headings contained in this Agreement, in any exhibit or schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement, (i) references to "\$" shall mean United States dollars, (j) the word "or" is not exclusive, (k) the words "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement including the schedules and exhibits hereto, (l) the word "any" means "any and all," (m) the words "writing," "written," and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form, (n) no provision of this Agreement is to be construed to require, directly or indirectly, any person to take any action, or omit to take any action, to the extent such action or omission would violate applicable law, (o) if the last day of the time period for the giving of any notice of the taking of any action required under this Agreement falls on a day that is not a business day, the time period for giving such notice or taking such action shall be extended through the next business day following the original expiration date of such, and (p) the Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

**8.8 Waiver and Severability.** The waiver by either Party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of the Agreement shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof and such affected provision shall be enforced to the fullest extent permitted by law.

**8.9 Attorney's Fees, Costs and Expenses.** If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, each Party shall bear its own attorneys' fees, costs and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper.

**8.10 Counterparts and Facsimile Signatures or PDF Signatures.** The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer and the Company agree that transmission to each other of the Agreement via portable document format ("PDF") signature shall suffice to bind the Party signing and transmitting same to the Agreement in the same manner as if the Agreement with an original signature had been delivered.

**8.11 Independent Contractor Status.** For purposes of the Agreement and all the Services to be provided hereunder, the Company shall not be considered a partner, co-venturer, agent, employee or representative of Customer, but shall remain in all respects an independent contractor, and neither Party shall have any right or authority to make or undertake any



promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party.

**8.12 Solicitation of Employees.** Customer agrees that during the term of the Agreement and for a period of twenty-four (24) months commencing on the date that such term expires or is terminated, Customer shall not for any reason, either directly or indirectly, on Customer's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment or consulting arrangement with the Company, or an affiliated company, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

**8.13 Survival.** The provisions of Articles II, III, IV, V, VI, VII and VIII shall survive the expiration or sooner termination of the term of the Agreement.

**8.14 Force Majeure.** Each Party shall not be considered in default of the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, riots, civil disturbances, pandemics, epidemics, floods, hurricanes, tornadoes and any other similar acts, events or omissions (each a "Force Majeure Event"). A Party is excused from performance only for the duration of such a Force Majeure Event. Any Party so delayed in its performance due to a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within 24 hours of the inception of such delay). In the event a Force Majeure Event affecting the performance of a Party continues for more than 60 days, the other Party may terminate this Agreement upon notice to such affected Party.

**8.15 Advertising and Public Announcement.** With prior written approval by Customer, Customer agrees that the Company may: (1) use Customer's name in any form of publicity; (2) release to the public any information relating to the Services to be performed hereunder; and (3) otherwise disclose or advertise that the Customer has entered into the Agreement.

**8.16 Subcontracting.** Company may also, without notice, utilize subcontractors and agents to perform aspects of the Services (such as cloud hosting), provided, however, that Company shall remain primarily responsible for compliance with its obligations under this Agreement.

**8.17 ERISA Disclaimer.** The Parties acknowledge and agree that the Company will provide services to Customer under the Agreement. In providing such service, the Parties agree that the Company will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA")). The Company's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the Parties agree that the Company is not a fiduciary (as such term is defined by ERISA Section 3(21)) regarding Customer's Health Benefits or any Health and Welfare Benefit Plan. The Company will provide services by using its employees who are unfamiliar with and have no responsibility to determine or verify the coverage requirements of any specific benefit plan. In the event that knowledge of the Company shall be a prerequisite to imposing a duty upon or to determine the

liability of the Company under the Agreement or under any statute regulating the conduct of the Company, the Company will not be deemed to have participated in any act or omission of any fiduciary (as such term is defined under ERISA) with regard to the coverage requirements of any welfare benefit plan as a result of performing its contractually agreed upon duties hereunder.

**8.18 Privacy.**

(a) Company is a "service provider", "processor", or equivalent term under data privacy laws applicable to Company's activities under this Agreement (collectively, together with any regulations promulgated pursuant to such laws, "Data Privacy Laws"), and Customer is a "controller", "business" or equivalent term under applicable Data Privacy Laws. The parties agree and acknowledge that certain individuals may have personal data rights pursuant to Data Privacy Laws with respect to their "personal information," "personal data," or equivalent term as defined in Data Privacy Laws ("Personal Information"). Company will retain, use, and disclose Personal Information subject to Data Privacy Laws only for the business purposes and business relationship authorized in the Agreement or otherwise permitted by such Data Privacy Laws, will not sell Personal Information (as such term is defined in applicable Data Privacy Laws), and will treat such Personal Information as Confidential Information under this Agreement. The Company's PIMS Privacy Policy is incorporated herein by reference and can be found on the Company's website. The PIMS Privacy Policy may be amended from time to time without notice to the Customer.

(b) Referral Network. Customer acknowledges and agrees that the counselors, affiliates, coaches, coordinators, clinics, health care providers, and any other entities to whom Company may refer Customer's employees for health counseling or similar services (collectively, the "Referral Network") are separate, independent "controllers", "businesses", or an equivalent term under Data Privacy Laws, and such Referral Network members are not Company's subcontractors or service providers. Customer further acknowledges that Company has no control over, or responsibility for, the data collection or use practices of any Referral Network member, and the use of Personal Information by Referral Network members is subject to each such member's own privacy practices and disclosures. The Company's Referral Network is a sub-processor of the Company for purposes of the referral, invoice, and payment process. The Customer may obtain additional information about the Company's Affiliate Network by contacting the Company.

(c) With regard to protected health information ("PHI") and other Personal Information, each party shall comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any all-applicable Data Privacy Laws. Customer hereby agrees that (i) the Company is authorized to process and transfer data between its offices constituting the Company's group of companies, and between any sub-contractor(s), partners and affiliates, and other members of the Referral Network, engaged by the Company to perform part or all of the Services thereby allowing global access to the data on a 'need-to-know' basis in order to perform Services under this Agreement in the countries and territories specified by Customer; and (ii) the Company may disclose protected health information of data subjects (as defined in HIPAA) in the aggregate reports or in de-identified form, without the

written consent of data subject, in connection with Company's business operations, as permitted by law.

(d) The Customer shall not share Customer PHI or Personal Information with the Company. "Personal Information" shall mean a first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal information" does not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

8.19 Anti-Corruption Compliance. Reserved.

8.20 Trade Sanctions and Export Control. Reserved.

8.21 Record Storage and Delivery. Upon termination of the Agreement and to the extent that such records exist, the Company shall compile, collect, and deliver to Customer all Customer records subject to the Agreement as soon as is practicable after such termination. Customer agrees to accept delivery upon receipt of such Customer records and pay the Company all reasonable and customary storage, shipping and handling fees and expenses upon receipt of such record delivery and invoicing. Customer understands that any federal and/or state law, rule, regulation, or policy requiring the safekeeping of records for a prescribed time period, after termination of the Agreement, is the sole responsibility of Customer and not an obligation of the Company.

*[Remainder of page intentionally left blank]*







## **EXHIBIT A: Employee Assistance Program (EAP)**

### **STATEMENT OF WORK/FEE SCHEDULE**

**Effective Date:** 1/1/2026

**Contract end Date:** 12/31/2026

**Notification required for non-renewal:** 120 days

**Employee Count:** 205

**Groups Covered:** Full-time employees, dependents ages 8-26, and household members.

### **ASSISTANCE AND WORK-LIFE SERVICES**

#### **Comprehensive Benefits**

- **24/7 Access:** Toll-free telephonic and online access to EAP services.
- **Multilingual Services:** Call translation services available in over 140 languages.
- **In-the-Moment Mental Health Support:** Immediate, confidential access to Master's-level clinicians for emotional and psychological support, available 24/7 by telephone.
- **Mental Health Counseling:**
  - Up to 6 short-term counseling sessions per unique issue with a Master's-level clinician, (up to 60 minutes each), available in-person, by phone, video, chat, or asynchronous text.
  - Referrals to community or insurance-covered long-term care when applicable.
- **Work-Life Resources:**
  - Personalized consultations and verified referrals for childcare, elder care, pet care, adoption, relocation, education, and more.
- **Legal and Financial Assistance:**
  - **Legal:** Referrals to professional attorneys on matters such as estate planning, divorce, custody, and bankruptcy.
  - **Financial:** Up to 6 virtual counseling sessions annually, (up to 30 minutes each), with a Certified Personal Finance Professional, offering expert guidance on budgeting, retirement planning, and debt management.
  - **Identity Theft Support:** Consultation with a Fraud Resolution Specialist (up to 60 minutes per year).

- **Digital Tools:**
  - Comprehensive online portal and mobile app with articles, videos, calculators, self-guided tools, webinars, live chat, and podcasts.
  - Internet-based Cognitive Behavioral Therapy (iCBT) modules.
- **Life Coaching:** Up to 6 virtual or telephone sessions annually for personalized development in areas such as work-life balance, time management, and communication skills. (up to 60 minutes each).
- **Medical Advocacy:** Support navigating healthcare systems, including pre-authorizations, claims, and transitional care planning.
- **Personal Assistant Services:** Access to assistance with travel arrangements, dining reservations, home services, and other daily tasks.

## **PROGRAM IMPLEMENTATION AND PROMOTION**

### **Engagement and Awareness**

- **Participant and Manager Orientations:**
  - Virtual sessions to introduce benefits and usage guidance.
  - Unlimited virtual sessions are included annually.
- **Marketing Materials:**
  - Comprehensive Online Promotional Toolkit features a collection of benefit-focused and topical digital flyers and content designed to boost engagement.
  - Printed materials and promotional items, including brochures, wallet cards, posters, stress balls, and other giveaways, as well as translated materials, are available at an additional cost. Contact your Account Manager for more details.
- **Newsletters and Content:**
  - The Annual Themed Content Calendar outlines a structured schedule of curated topics, resources, and year-round live webinars designed to support ongoing engagement, participant well-being, and organizational initiatives.
  - Monthly newsletter with curated content on well-being topics emailed to the point of contact to share and hosted on AllOne Health's INSIGHTS Newsletter HUB online.
  - Access to a lifestyle blog with timely and relevant resources.
- **Health and Benefits Fair Participation:**

**Participation in Onsite and Virtual Events.** Participation in onsite and virtual events shall be subject to reasonable availability and may be subject to additional costs, which shall be mutually agreed upon in advance.

## **MANAGEMENT ASSISTANCE**

### **Leadership Support**

- **Account Management:** To oversee program implementation, utilization reviews, and strategic planning.
- **Management Consultations:** Expert guidance on workforce challenges and needs, including:
  - Declining performance
  - Workplace conflicts
  - Policy violations
  - Behavioral concerns
  - Virtual and onsite Workplace Crisis Response
  - Virtual training and education engagements
- **Crisis Consultation:** Immediate management support following critical incidents.
- **Formal Management Referrals:** Structured process for employees referrals addressing performance and policy issues, including substance abuse concerns.
- **Substance abuse evaluation:** Assessment of drug and alcohol related issues for employees in DOT and non-DOT regulated positions.
- **Fitness for Duty Evaluation Coordination**
  - Consultation regarding fitness for duty needs.
  - Coordination of fitness evaluations. Referral to qualified professionals.

## **PERFORMANCE TRACKING**

### **Data-Driven Insights**

- **Utilization Reporting:**
  - Available on a quarterly basis. Reports include metrics on service usage, engagement trends, and demographic insights for populations of 100 or more. Data presented in aggregate to protect confidentiality.
- **Program Reviews:** Periodic evaluations to assess program alignment with organizational goals.
- **Satisfaction Surveys:** Anonymous feedback collected to continuously improve service delivery.

## SERVICE FEES

### Annual Fee Structure:

- Effective Date: 1/1/2026
- Total covered employees: 205
- Fee Structure: Flat Fee
- Billing frequency: Monthly
- Program Fee Invoiced Monthly: \$168
- Fee Per Session Rate Invoiced Monthly: \$90

### Fee-for-Service Rates:

- **\*\*Workplace Crisis Response-onsite & virtual:** Fee starting at \$375/hour (travel costs additional).
- **\*\*Trainings and Webinars onsite & virtual:** Fees starting at \$350/hour (customization and travel costs additional).
- **Promotional Onsite Events (e.g., Benefit Fairs, Health Fairs, Onsite Orientations):** Fees starting at \$225/hour. (travel costs additional).
- **Substance Abuse Professional (SAP) Services:** Starting at \$750 per case.
- **Fitness for Duty Evaluation Services:** Starting at \$2,250 per case.

**\*\* Any scheduled crisis response or training event may be subject to a penalty of a minimum of \$350 for cancellation with less than 48-hour notice or if a provider has been secured for Workplace Crisis Response services.**

**Optional Services available and priced per project or per customer. To take advantage of these additional whole health solutions simply contact the AllOne Health team for more details.**

- AllOne Wellness Programs
- AllOne Organizational Consulting
- AllOne Crisis Management
- AllOne Concierge

### **\*KNOX KEENE**

*In accordance with Knox Keene regulations, California employees shall be limited to three (3) counseling sessions within each six (6) month period.*