

RESOLUTION NO. 2023- 302

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A MASTER SERVICES AGREEMENT BETWEEN SPRING CARE, INC. D/B/A SPRING HEALTH AND THE COUNTY FOR EXPANDED EMPLOYEE ASSISTANCE PROGRAM SERVICES; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the current Employee Assistance Program provided as a value-added service through The Standard, is set to expire on December 31, 2023; and

WHEREAS, the County desires to enter into a Master Services Agreement with Spring Care, Inc. d/b/a Spring Health, to provide expanded Employee Assistance Program services for an initial three-year term with a launch date of January 1, 2024; and

WHEREAS, the scope of the service shall consist of providing County employees and eligible dependents with Counseling Services, Precision Mental Health Assessment Screening, Treatment Plan, Therapy Network, Critical Incident Hours, Care Navigation, Medication Management, Coaching, Self-Guided Digital Resources, Specialized Care (Substance Use Disorder, Pediatric), 24/7 Crisis Support; and

WHEREAS, the proposed fee structure includes an administrative fee per employee per month (PEPM) of \$5.04, a one-time implementation fee of \$10,000, a \$6,000 annual fee for optional EAP services, and an added variable cost projection of between \$102,000 and \$207,000 annually dependent on actual population percentage converted to care, with a total annual cost maximum of \$377,000; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the draft Master Services Agreement, attached hereto and incorporated herein, and finds that entering into the agreement serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The above Recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms, provisions, conditions, and requirements of a Master Services Agreement between Spring Care, Inc. and St. Johns County, and authorizing the County Administrator, or designee,

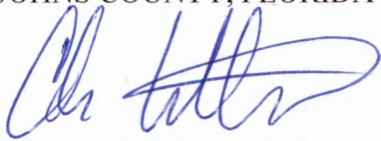
to execute the agreement, in substantially the same form and format as attached hereto, as well as any subsequent amendments to the agreement that are administrative in nature and do not change or modify any material terms of the agreement.

Section 3. To the extent that there are scriveners, typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

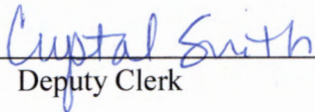
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 15th day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Rendition Date AUG 15 2023

By: 
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk





MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of August 21st, 2023 ("Effective Date") by and between:

- (i) Spring Care, Inc., a Delaware corporation ("**Spring**"), on behalf of and as agent for:
SH Medical Care of New Jersey, PC,
SH Medical Care of California, PC,
SH Medical Care of Michigan, PC,
SH Medical Care of Kansas, PC
Spring Medical Care of Delaware, Inc.
- (ii) and Board of County Commissioners of St. Johns County, Florida ("Company"), on the other.

WHEREAS, Company desires to engage Spring to render behavioral health Services relating to Company's employee wellness program.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

A. "Company Reports" means the reports generated by Spring regarding the utilization of the Services by Covered Lives, the care being received by Covered Lives, and insights into the mental and behavioral health and wellbeing of the Covered Lives (for the avoidance of any doubt, all information contained in the Company Reports will be aggregated and will not include Personal Information (as defined below)).

B. "Covered Life (or "Covered Lives")" means the person(s) eligible to receive Services under this Agreement by virtue of being a current employee of Company or any subsidiary or affiliate of Company (an "**Employee**") or an Eligible Dependent of an Employee. An "Eligible Dependent" shall be defined as the Employee's spouse, domestic partner, or child aged six (6) to twenty-six (26) years old.

C. "Employee Information" means information concerning each Employee, including first name, last name, date of birth, state of residence, work email address, personal email address, home mailing address and phone number.

D. "IP Rights" means all forms of intellectual property rights and protections throughout the world, including, but not limited to, any (i) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof), (ii) copyrights, (iii) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith, (iv) trade secrets, (v) rights in databases and designs (ornamental or otherwise), (vi) technological innovations, discoveries, designs, know-how, and software, (vii) rights of privacy, rights of publicity, and (viii) and any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures and registrations with respect thereto.

E. “Launch Date” means the date that the Services are made available to Covered Lives as set forth in the applicable statement of work.

F. “Personal Information” means information that identifies a specific individual or from which a specific individual may be identified, contacted, or located, such as an individual’s name, address, health insurance information, financial information, and any other information related to an identified or identifiable individual, or may constitute personally identifiable information under applicable law.

2. SERVICES

Subject to the terms and conditions of this Agreement, Spring shall provide certain behavioral health professional services as described in a statement of work agreed to by the parties in writing (the, “**Services**”). Company further understands and agrees that the Services may be performed or delivered by independent contractors, vendors, or other service providers of Spring. Certain components or portions of the Services may be accessed via a website, portal, mobile application, and/or a software program (this subset of Services, “**Cloud Services**”). Company acknowledges that the Cloud Services may require Covered Lives to accept and agree to certain terms and conditions of use prior to the provision of such Cloud Services.

3. COVERED LIFE HEALTH BENEFITS

Group Health Plan Compliance. Company understands, acknowledges and represents that (i) the Services are being provided as a benefit to Company’s Covered Lives and may be a part of an existing group health plan or create a stand-alone group health plan, as defined under applicable laws (the “Company Health Plan”), and (ii) Company shall be solely responsible for maintaining the Company Health Plan and for complying with the Employee Retirement Income Security Act (“**ERISA**”), the Patient Protection and Affordable Care Act (“**PPACA**”), the privacy and security regulations issued by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the security provisions of the American Recovery and Reinvestment Act of 2009, also known as the Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”), and other applicable law governing the Company Health Plan, including, without limitation, any legal requirements or rules relating to annual or lifetime benefit limits, preventive care, maximum out-of-pocket or cost-sharing restrictions, continuation coverage requirements (including, without limitation, the Consolidated Omnibus Budget Reconciliation Act (“**COBRA**”)), eligibility for contributions into a health savings account (“**HSA**”), and any required coordination of the benefits provided under the Services with the benefits provided under the Company Health Plan or any other benefit plan sponsored by Company, as well as the tax treatment of the benefits provided under the Company Health Plan and the Services. By providing the Services, Spring does not assume any responsibilities, liabilities, or obligations under such plans or to provide any employee health benefits other than the Services.

4. FUNCTIONALITY OF THE SERVICES

A. Monitoring. Spring may use tools, scripts, software, and utilities to monitor all use of the Services by Company and Covered Lives as necessary to ensure compliance with the terms of this Agreement. Information, data, and insights collected by Spring may be used by Spring to manage, modify, or help address deficiencies in its products and the Services; provided that any Personal Information used for such purposes shall be de-identified and anonymized, and used in compliance with any applicable privacy laws and regulations, including Spring’s privacy policy.

B. Modifications. Spring may revise, upgrade, modify, replace, or reconfigure the Cloud Services at any time, including, without limitation removing certain features, functions, services, and

software (“**Modification(s)**”). Spring shall use reasonable efforts to provide Company with advance notice of any such Modifications. If, in Company’s reasonable determination, a Modification results in a material degradation of the Services, Company shall notify Spring in writing, and the parties shall reasonably cooperate to address Company’s concerns. If Spring cannot reasonably cure a material degradation caused by any Modification within thirty (30) days of such notice, Company may terminate the impacted statements of work(s).

5. DATA PRIVACY, PROTECTION AND COMPLIANCE

A. Compliance with Laws. Each party and its employees, subcontractors, and agents performing obligations under this Agreement, will comply in all material respects with all applicable federal and state laws, statutes and regulations as may be in effect from time-to-time (collectively, “**Laws**”).

B. Data Protection. Spring shall adhere to the operational requirements for data privacy and security as set forth in its most recent SOC-2, Type II, which may be provided to Company upon written request, no more than once per year.

C. Data Privacy and Security. Each party shall comply with HIPAA and the HITECH Act. The parties acknowledge and agree that all medical and clinical records are maintained by Spring; any use, disclosure, retention or transfer of such records shall comply with state and federal laws. Company represents and warrants that (a) only authorized agents of its group health plan will be given access to Protected Health Information (as defined under HIPAA) shared under this Agreement, (b) Company’s group health plan will not access Protected Health Information for any purposes other than those relating to Healthcare Operations (as defined in 45 C.F.R. 164.501(1) – (2), Payment (as defined in 45 C.F.R. 164.501), or Treatment (as defined in 45 C.F.R. 164.501).

6. REPRESENTATIONS AND WARRANTIES

Each of Spring and Company represent and warrant to each other that: (A) it is a business duly formed, validly existing, and in good standing under the laws of the jurisdiction where it is formed; (B) it has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement and any statement of work; and (C) the execution, delivery, and performance of this Agreement and any statement of work has been duly authorized by it.

7. COMPANY RESPONSIBILITIES

A. Restrictions on Use of the Services. Company covenants and agrees that it shall not: (i) authorize any person or entity other than its Covered Lives to access and use the Services; (ii) modify or create any derivative work of any aspect of the Services; (iii) engage in or permit any unauthorized copying, reselling, sharing, or distribution of the Services; (iv) grant any third person access to or other rights to the Services; (v) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for the software comprising the Services, or attempt to reverse engineer the Services; (vi) use the Services in breach of Laws, or (vii) remove, obscure or alter any existing IP Rights notices affixed to any Services.

B. Employee List. Company is responsible for and will provide Spring with a list identifying and authenticating all Employees that includes all Employee Information (the “**Employee List**”). The parties acknowledge and agree that the Employee List will reflect Company’s entire Employee population. In the event the Employee List is fewer than Company’s entire Employee population, the pricing and terms of this Agreement and any applicable statement of work may be adjusted accordingly. Company represents and warrants that Employee information provided to Spring is accurate and complete. Company will use

commercially reasonable efforts to include Eligible Dependents in the Employee List, to the extent known by Company. Company understands and agrees that Spring is entitled to rely upon the Employee List for invoicing and validation purposes. Spring is not liable for any Covered Life's inability to access or use the Services due to inaccurate or incomplete Covered Life Information provided by Company. The Employee List will be provided: (i) at least thirty (30) days prior to the Launch Date, and on the third (3rd) business day of each subsequent calendar month of the Term; and (ii) via Secure File Transfer Protocol, according to Spring's technical guidelines.

8. TERM; TERMINATION

A. Term. The term of this Agreement (the "Term") will begin on the Effective Date and continue in effect for thirty-six (36) months from the Launch Date (the "Initial Term") and will automatically renew for successive twelve (12) month terms (each, a "Renewal Term"), unless terminated as otherwise herein provided.

B. Termination. Either party may terminate this Agreement and any statement of work:

i. At the end of the Initial Term or any Renewal Term (or, as it relates to a statement of work, any term set forth therein) provided that notice of non-renewal is given by the terminating party to the non-terminating party at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term;

ii. Immediately, if the other party: (a) becomes insolvent or unable to pay its debts as they mature within the meaning of the United States Bankruptcy Code or any successor statute; b) makes an assignment for the benefit of its creditors; (c) files or has filed against it, voluntarily or involuntarily, a petition under the United States Bankruptcy Code or any successor statute unless the petition is stayed or discharged within ninety (90) days; or (d) has a receiver appointed with respect to all or substantially all of its assets; or

iii. Upon thirty days' advanced written notice to the other party, with or without cause, provided that this termination right is exercised, and notice is provided to the other party, within the three (3) month time period beginning on the first anniversary of the Launch Date.

iv. Upon the other party's breach of any material term of this Agreement or a statement of work and failure to cure the breach within thirty (30) days following written notice from the non-breaching party or immediately in the event that the breach cannot reasonably be cured within thirty (30) days (or ten (10) days in the case of a failure to pay any fees when due).

C. Automatic Termination. If any state or other jurisdiction enacts a law which prohibits the continuance of this Agreement or any statement of work, or an existing law is interpreted to prohibit the continuance of this Agreement or any statement of work, this Agreement or the applicable statement of work shall terminate automatically as to such state or jurisdiction on the effective date of such law or interpretation; provided, however, that if only a portion of this Agreement or statement of work is prohibited by law, only that portion of this Agreement or statement of work that is prohibited shall be terminated and this Agreement or statement of work shall be construed in all respects as if such invalid or unenforceable provision were omitted.

D. Effect of Termination. Termination or expiration of this Agreement shall not effectuate a termination of statements of work then in effect and not otherwise expressly terminated. The terms and conditions set forth herein shall continue in effect with respect to each statement of work until its expiration or termination as set forth herein. Upon expiration or termination of a statement of work, then (i) unless

otherwise agreed upon by the parties, Spring will have no obligation to provide the Services to Company or Covered Lives; and (ii) Company will pay to Spring all fees due and payable under the applicable statement of work for Company's use of the Services through the effective date of the expiration or termination.

E. Survival. Sections 5, 7(A), 8(D) and (E), and 10 through 15 will survive the termination or expiration of this Agreement.

9. INVOICES; PAYMENT TERMS

A. Payment Terms. Company shall pay to Spring the fees set forth in the applicable statement of work for Services. All fees shall be due and payable within thirty (30) days from the date of invoice. Fees are not refundable, and Spring shall not be required to refund any fees under any circumstance unless expressly set forth herein. Any amounts not paid when due shall bear interest at the rate of three percent (3%) per month, or the maximum legal rate if less. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Company is responsible for payment of all such taxes, levies or duties.

B. Invoice Dispute Process. If Company reasonably disputes any amount contained in an invoice, Company will pay the undisputed amounts in accordance with the terms of Section 10(A) and shall provide notice to Spring within ten (10) days of the invoice date including a description of the dispute. The parties will use commercially reasonable efforts to resolve the dispute in a timely manner and Company shall pay the disputed amounts within ten (10) days following resolution of such dispute.

10. INTELLECTUAL PROPERTY OWNERSHIP

A. IP Rights. As between the parties, Spring shall own all right, title and interest in the Services, including, but not limited to any and all IP Rights, derivative works, improvements, modifications, updates, releases, versions, and feedback related thereto (the "**Spring IP**"). Any suggestions, feedback, enhancement requests, recommendations, or other information provided by Company or any Covered Life to Spring regarding the Services shall be the property of Spring and included in the Spring IP and Company shall have no rights therein. Any new inventions, developments, discoveries or other intellectual property created by Spring shall be owned solely by Spring, as will all improvements or derivatives to Spring IP.

B. Restrictions. Company shall not, nor authorize anyone else to, directly or indirectly: (i) copy, modify, or distribute Spring IP; (ii) reverse engineer, disassemble, decompile or attempt to discover the source code or structure, sequence and organization of Spring IP (except where the foregoing is expressly prohibited by applicable local law, and then only to the extent so prohibited); (iii) rent, lease, or use Spring IP on behalf of any third party; or (iv) publish or disclose any information or results relating to performance, performance comparisons or other "benchmarking" activities related to Spring IP.

C. Usage Rights. Spring hereby grants to Company during the Term of this Agreement and any statement of work a non-assignable, non-exclusive, limited license to access, use, and operate Spring IP for the sole purpose of enabling Company and Covered Lives to use the Services in the manner permitted under this Agreement.

11. CONFIDENTIALITY

A. Confidential Information. The parties acknowledge that during the course of their working relationship, each party (the "**Disclosing Party**") may disclose to the other party (the "**Receiving Party**") certain of its nonpublic confidential and proprietary information, including, without limitation, any information concerning the function, design, specifications, tools or other characteristics of Disclosing Party's products or services, any marketing, personnel, pricing or customer related information, any

financial information of Disclosing Party or any trade secrets or business plans of Disclosing Party, whether such information is in written, oral or visual form (“**Confidential Information**”). Without limiting anything contained herein, the terms of this Agreement shall be deemed Confidential Information.

B. Non-Disclosure. Receiving Party agrees, to the extent allowed by law, (i) to hold Disclosing Party’s Confidential Information in strict confidence, (ii) not to disclose such Confidential Information to any third parties, and (iii) not to use any Confidential Information for any purpose except to fulfill its obligations to the Disclosing Party. In the event that Receiving Party is requested or required by law, deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process to disclose any of the Confidential Information, Receiving Party shall, to the extent permitted by applicable law, provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Receiving Party is nonetheless, in the written opinion of Receiving Party’s legal counsel, legally compelled to disclose Confidential Information, Receiving Party may, without liability hereunder, disclose only that portion of the Confidential Information which such counsel advises Receiving Party is legally required to be disclosed, provided that Receiving Party exercises reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with Disclosing Party to obtain appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

C. Exceptions. Confidential Information will not include information which: (i) is now, or hereafter becomes, through no act or failure to act on the part of Receiving Party, generally known or available to the public; (ii) was independently developed by Receiving Party without any use of or reference to the Confidential Information, as demonstrated by files created at the time of such independent development; (iii) is disclosed with the prior written consent of Disclosing Party; or (iv) was acquired by Receiving Party from a third party which has no obligation of confidentiality to Disclosing Party.

12. INDEMNIFICATION

A. Mutual Indemnification. Each party (the “**Indemnifying Party**”) shall indemnify, defend and hold the other party (the “**Indemnified Party**”) harmless as provided below.

B. Spring Indemnification. Spring shall indemnify, defend and hold Company harmless from any and all third-party claims, damages, losses, costs, actions and expenses, including reasonable attorneys’ fees, to the extent arising from any allegation or claim that the Services infringe the IP Rights of such third party (“IP Claims”). Spring shall have no obligation to indemnify Company to the extent such IP Claim results from Company’s (i) breach of Section 8(a), or (ii) gross negligence or willful misconduct.

C. Company Indemnification. Company shall indemnify, defend and hold Spring harmless from any and all third-party claims, damages, losses, costs, actions and expenses, including reasonable attorneys’ fees, to the extent arising from Company’s breach of its express obligations under (i) Section 5, Data Privacy, Protection and Compliance, (ii) Section (7(A) Restrictions on the Use of Services, and (iii) Section 10(B), Intellectual Property Ownership - Restrictions, but only to the extent that such claims are caused by the negligence of Company or any officer, employee, representative or agent of Company. Nothing herein shall be construed as a waiver of County’s sovereign immunity nor as its consent to be sued by third parties. Company’s liability is limited in an amount not to exceed the monetary limits on liability and attorney’s fees and costs set forth in Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

D. Procedures for Indemnification. The Indemnified Party must promptly notify the Indemnifying Party of the claim and must give the Indemnifying Party reasonably requested information and cooperation, and sole control and authority, to be exercised in the Indemnifying Party's sole discretion, to defend or settle any claim, except that the Indemnifying Party will obtain the Indemnified Party's approval before agreeing to a settlement that would impose a finding of fault or financial obligation on the Indemnified Party. The Indemnified Party may engage separate counsel of its choosing at its expense, for purposes of conferring with the Indemnifying Party's counsel with respect to the defense of any claim. The Indemnifying Party shall not be responsible for claims arising from the Indemnified Party's gross negligence, willful misconduct, or breach of this Agreement.

13. DISCLAIMERS

EXCEPT AS EXPLICITLY SET FORTH HEREIN, THE SERVICES AND THE SPRING IP ARE DELIVERED "AS IS" AND SPRING DOES NOT REPRESENT OR WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE, WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA OR THAT THE SERVICES OR THE INFRASTRUCTURE THAT MAKES THE SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SPRING DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE SUITABLE FOR ANY PARTICULAR PURPOSE AND COMPANY ASSUMES THE SOLE RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF THE SERVICES FOR ITS INTENDED USE. SPRING IS NOT RESPONSIBLE FOR ANY INABILITY TO ACCESS AND USE THE SERVICES DUE TO INCOMPLETE OR INACCURATE EMPLOYEE INFORMATION PROVIDED BY COMPANY OR A COVERED LIFE.

14. LIMITATION OF DAMAGES AND LIABILITY

A. EXCEPT FOR EITHER PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS IN SECTION 12, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY STATEMENT OF WORK, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES, THE SPRING IP, OR ANY OTHER ITEMS PROVIDED BY, THROUGH OR ON BEHALF OF SPRING, HOWEVER SUCH LOSS IS CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. EXCEPT FOR EITHER PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS IN SECTION 12, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED ANY AMOUNTS PAID BY COMPANY TO SPRING HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO SUCH CLAIM. THE FOREGOING LIMITATIONS WILL APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

15. GENERAL TERMS

A. Force Majeure. Neither party will be liable for and will not be responsible to the other party for any delay or failure to perform under this Agreement or any statement of work, except for Company's obligation to pay fees for Services rendered, if such delay or failure results from fire, explosion, labor dispute, earthquake, casualty or accident, epidemic, pandemic, lack of or failure of transportation facilities and/or services, lack of or failure of telecommunications facilities and/or services including internet services, epidemic, flood, drought, war, revolution, civil commotion, blockade or embargo, act of

God, any inability to obtain any requisite license, permit or authorization, or any other cause whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the party who is unable to perform.

B. Governing Law. The interpretation, validity and enforcement of this Agreement or any statement of work, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the laws of the State of Florida, except for any conflicts-of-law principles thereof.

C. Notices. All notices, requests, demands and other communications hereunder shall be effective if in writing and delivered personally or sent by facsimile or electronic mail, Federal Express or other priority delivery service, or by certified or registered mail, postage prepaid, to the applicable party at the addresses indicated on the signature page of this Agreement. Unless otherwise specified herein, such notices or other communications shall be deemed effective (i) on the date delivered, if delivered personally, (ii) two (2) business days after being sent, if sent by Federal Express or other priority delivery service, (iii) one (1) business day after being sent, if sent by facsimile or electronic mail with confirmation of good transmission and receipt, and (iv) five (5) business days after being sent, if sent by registered or certified mail. Either party may specify another address by giving notice as provided herein to the other party.

D. Severability. If any provision of this Agreement or any statement of work, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

E. Relationship of Parties. The parties are operating as independent contractors, and nothing in this Agreement will be construed as creating a partnership, franchise, joint venture, employer-employee, or agency relationship.

F. Customer Reference. During the Term and upon Spring's reasonable request, Company will act as a reference on Spring's behalf and engage in discussions with other potential customers of Spring.

G. Waiver. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

H. Assignment. Neither party will assign this Agreement without the prior written consent of the other party except as set forth in this Section. Either party may assign its rights and obligations upon notice to the other party to: (i) any entity resulting from any merger or other reorganization of the party; (ii) any entity to which the party transfers all or substantially all of its assets or business existing at the time; or (iii) any entity which controls, is controlled by, or under common control with the party, provided, in each case, that the party to whom this Agreement is assigned agrees in writing to assume the obligations hereunder.

I. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but both of which together constitute one and the same instrument. This Agreement may be executed by facsimile, PDF or digital signatures each of which will be deemed an original, and all of which together will constitute one and the same agreement.

J. Entire Agreement; Amendments. This Agreement and any exhibits attached hereto contain the whole agreement between the parties relating to the subject matter of this Agreement and supersede all previous agreements between the parties relating to that subject matter. Any terms and conditions set forth

in any Company purchase order shall be for convenience only and shall not be binding upon the parties hereto. Any amendment of this Agreement (or any exhibit attached hereto) is not binding on the parties unless set out in writing signed by each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through the signatures of their duly authorized representatives, as of the Effective Date.

SPRING CARE, INC.

**BOARD OF COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Signature

Signature

Name

Name

Title

Title

Date

Date

Notice address:

60 Madison Avenue
2nd Floor
New York, NY 10010

Notice address:

500 San Sebastian View, St. Augustine,
Florida 32084, United States



STATEMENT OF WORK NO. 1

US SERVICES

This Statement of Work No. 1 and any attachments, schedules or exhibits hereto (“**SOW**”) is made effective on August 21st, 2023 (“**SOW Effective Date**”) by and between Spring Care, Inc. (“**Spring**”) and Board of County Commissioners of St. Johns County, Florida (“**Company**”) pursuant to the terms and conditions of the Master Services Agreement dated August 21st, 2023 by and between Spring and Company (“**Agreement**”). Capitalized terms not defined herein shall have the meanings assigned in the Agreement. In the event of a conflict between the terms and conditions of this SOW and the terms and conditions of the Agreement, the terms and conditions of this SOW will prevail solely with respect to the Services being performed under this SOW and shall not be deemed to modify the Agreement unless the parties expressly state their intent to do so.

WHEREAS, Company desires to engage Spring to render certain behavioral health Services relating to Company’s employee wellness program in the United States and Spring agrees to provide such Services pursuant to the terms and conditions of the Agreement and this SOW.

NOW, THEREFORE, in consideration of their mutual promises, the parties agree to perform their respective obligations under this SOW as follows:

1. DEFINITIONS

For purposes of this SOW, the following definitions shall apply:

- A. “Launch Date” means the date that the Services are made available to Covered Lives. Unless the Parties otherwise agree in writing, the Launch Date of this SOW will be January 1, 2024.

2. TERM

The term of this SOW will begin on SOW Effective Date and continue in effect for thirty-six (36) months from the Launch Date (the “**SOW Term**”) and will automatically renew for successive twelve (12) month terms thereafter (each, an “**SOW Renewal Term**”), unless terminated in accordance with the Agreement.

3. IMPLEMENTATION

Spring will provide high-touch implementation support and assign a dedicated manager to work with Company to set up the Services, including, but not limited to, administrative and billing processes, culture and engagement plans, manager and Employee education, reporting, transition of care, and health plan integration.

4. SERVICES PROVIDED

The Services shall include the following standard Services:

- A. Covered Life Account. Each Covered Life will be provided one Spring account to access the Services, via web or mobile app, created when accessing the Services for the first time.
- B. Covered Life Behavioral Health Screening. Spring shall provide each Covered Life with access to Spring’s proprietary machine learning technology which screens for various issues through its questionnaires, and, to the extent applicable, tracking and reporting Covered Life progress. Behavioral

health screenings are accessible by Covered Lives on a computer, tablet, or smartphone via a secure cloud-based program.

- C. Care Navigation. If a Covered Life requires assistance accessing behavioral health care through Spring, the Covered Life can schedule an appointment with Spring's licensed mental health clinicians ("**Care Navigators**"). Care Navigators will provide information with respect to the Spring network of behavioral health providers and can refer the Covered Life to a provider and assist in scheduling an appointment.
- D. Moments. Each Covered Life will have access to Moments, a library of on-demand exercises based in Cognitive Behavioral Therapy (CBT) techniques. Moments exercises provide support for a full spectrum of conditions, including, but not limited to, eating disorders, substance abuse, and sleep exercises. Care Navigators and providers may recommend specific exercises for Covered Lives to practice on their own time as an alternative or supplement to therapy.
- E. Care for Behavioral Health. Spring will provide the following behavioral health treatment Services for appropriate Covered Lives who so elect:
 - i. Fee-for-Service Therapy Sessions. In consideration for the fees paid by Company, Spring shall provide access to up to 6 therapy sessions with an appropriately licensed and credentialed provider per applicable Covered Life per twelve (12) month period ("**Sponsored Therapy Sessions**"). Company acknowledges and agrees, and shall inform all Covered Lives, that (a) payment for any additional therapy sessions will be the Covered Life's responsibility, and (b) Spring is not currently a participating provider with any third-party payors.
 - ii. Medication Management Sessions. In consideration of the fees paid by Company, a Covered Life may use up to two (2) of the Sponsored Therapy Sessions for a virtual appointment with a provider appropriately licensed and credentialed to manage and prescribe medication per twelve (12) month period ("**Medication Management**"). The parties acknowledge and agree that Medication Management does not include the prescribing of any controlled substances.
 - iii. Provider Selection. Covered Lives shall have the ability to identify a provider available through Spring based on the Covered Life's needs and preferences by filtering Spring providers by specific characters (e.g., ADHD, eating disorders, generalized anxiety), specialties (e.g., gender identity, LGBTQ identify, racial identify, etc.), location, gender and ethnicity.
 - iv. Therapy Session Description. Each therapy session includes evaluation and behavioral health counseling at a duration as deemed appropriate by the provider. Spring may, at the direction of a Covered Life's treating provider who determines that the Covered Life is not clinically indicated for treatment for a behavioral health condition, limit the number of therapy sessions with that provider. Unless otherwise agreed to by the parties in writing, care that is excluded from Services rendered hereunder includes, without limitation, the following: inpatient or residential treatment (e.g., rehab), intensive outpatient treatment (e.g., day programs), emergent care, long term open-ended psychotherapy, chemical dependency treatment, autism spectrum disorder treatment, remedial education services, and general medical care of a non-behavioral health nature.
- F. Family Benefits. Employees may choose to sponsor dependent access to the Services. Subject to applicable state minor consent laws and regulations, parents and legal guardians can create an account on behalf of their minor child to schedule and manage therapy appointments for the child and access a Care Navigator for additional parental and guardian support. Employees can also invite dependents who have reached their state's minor consent age to enroll in Spring benefits independently.
- G. Coaching. Coaching sessions are structured wellness and/or life coaching sessions that support Covered Lives with setting goals, developing action plans, and encouraging action to achieve their goals for common life challenges including, but not limited to, stress, work issues, home problems or growth areas.

Coaching is not therapy, nor a substitute for therapy. Spring's coaches are graduates of an ICF accredited coaching training program, an ICF-credentialed coach, or National Board Certified with a minimum of 100 hours of post-training coaching experience.

- H. Individual Crisis Support. Spring will provide individual crisis support, twenty-four (24) hours per day, seven (7) days per week, via telephone at 1 (855) 629-0554.
- I. Virtual Trainings and Programs. Spring provides the following virtual training and program opportunities in English:
 - i. Spring Benefit Overviews. In consideration of the Monthly Fees (as defined in Section 7, Fees) Company may request, upon at least two (2) weeks advance written notice, up to 2 Spring Benefit Overviews per twelve (12) month period, not to exceed 1 in any month ("**Bundled Overviews**"). Spring Benefit Overviews provide Employees and Company's managers with a deeper understanding of the value of the Services, including how Employees and Eligible Dependents can access the Services and may include overviews of coaching, global, and substance use disorder program services, as applicable. The content of each Spring Benefit Overview may be configured to accommodate Company's internal terminology in limited circumstances, as agreed upon by the parties.
 - ii. Clinical Programs. Spring will provide the following events (collectively, each a "**Clinical Program**"):
 1. WellSprings. Each month Spring provides its users with small group conversations that cultivate curiosity, connection, and support around topical mental health issues.
 2. Clinical Webinars. Each month Spring provides its users with large group virtual sessions for education on a variety of mental health topics, validation, and coping skills development.
- J. Customer Specific Network (CSN). Company shall require its medical carrier or third-party administrator (the "**Carrier**") to integrate with Spring to set up a Customer Specific Network ("**CSN**") to process provider claims for therapy sessions at the Covered Life's in-network benefit level for the plan. Spring will submit standard 837 (electronic claims) files directly to the Carrier. The Carrier will flag claims by the Spring Tax ID numbers and process claims according to Company's standard in-network behavioral health benefit. Company shall ensure that the Carrier will pay Spring, as provider, for services rendered. Spring will follow electronic remittance advice from the Carrier and collect any applicable Covered Life cost share directly from the Covered Life.
- K. Circumstances Outside of Spring's Control. Spring's ability to provide Services to Covered Lives is dependent upon cooperation from the Carrier to process and pay claims to Spring for Services rendered. In the event the Carrier does not cooperate in the implementation of the CSN with Spring or demonstrates chronic or material delays in processing claims submitted by Spring, Spring may, in its sole discretion, pause Services until resolution of the claim processing issue or terminate this Agreement, effective immediately.
- L. Management Consultations. Upon Company's request, Spring will provide guidance and support to Company's managers and HR professionals in organizational dynamic; and navigating the complexities of mental health concerns and substance use in the workplace. Management Consultations include the following:
 - i. Informal Referrals. General questions regarding an Employee who is experiencing challenges impacting their health, wellness and/or work performance. Spring may equip managers with talking points and resources to help Employees connect to the Services.

- ii. Formal Referrals. A voluntary, but highly encouraged, referral of an Employee to counseling by their manager to provide mental health support to assist the Employee in meeting performance expectations. Spring will ask the Employee to complete a release of information to allow for updates regarding the Employee's participation in the referral, to be shared with Company.
- M. Mandatory Referrals. Support for specific instances of performance, organizational policy, and regulated protocols (such as Department of Transportation (DOT) regulated employees) where an Employee is either requested or required to engage with Spring for treatment.
- N. Company Reports. Spring shall provide Company with monthly Company Reports.
- O. Limitations on Services. The Services do not include the cost of fulfilling any prescribed medications. Covered Lives are responsible for fulfilling any prescribed medications and for submitting the documentation required by the Company's employee health care plan(s) for reimbursement for the cost of such prescribed medications.

5. ADDITIONAL SERVICES

Spring will provide the following additional Services:

- A. Work-Life Services. Spring shall provide a work-life package that includes resources and referral services for elder/adult care, pet care, travel resources, divorce/custody, criminal, basic estate planning/wills/trusts, adoption, probate, bankruptcy, budgeting, and identity theft protection.
- B. Critical Incident Support ("CISM"). Upon request from Company, Spring may provide support for Employees in the event of a Critical Incidents. A "Critical Incident" is a man-made or natural disaster that affects an employer, such as fires, shootings, employee death or suicide.

6. ENGAGEMENT ASSISTANCE

Company shall provide information and assistance to Spring necessary to deliver the Services to Covered Lives, including, but not limited to, the obligations contained in Schedule 2 to this SOW and the Engagement Plan set forth in Schedule 3 to this SOW.

7. FEES

Company shall pay to Spring the following fees for the Services. At the beginning of each calendar year of the SOW Term, Spring may increase fees the greater of (i) five percent (5%), and (ii) in accordance with the Consumer Price Index rate for medical care services.

- A. Implementation Fee. Company shall pay a one-time implementation fee of \$10,000.00, invoiced on the SOW Effective Date.
- B. Annual Program Fee. Company shall pay an annual program administrative fee of , invoiced on each anniversary of the SOW Effective Date.
- C. Monthly Fees. Company shall pay to Spring \$5.04 per Employee per month ("**Monthly Fees**"). Spring will invoice Company at the beginning of each quarter of the SOW Term for the total Monthly Fees due for such quarter based on the most recent Employee List provided by Company. At the end of each month, Spring will reconcile the amounts paid by Company with the actual Monthly Fee owed for that month and will credit or charge Company, as applicable.

D. Fee-for-Service Therapy Session Rates. Company shall pay Spring for each Fee-for-Service Therapy Session utilized by a Covered Life at the rates set forth in Schedule 1 to this SOW. For the first three (3) months of the SOW Term, Spring will invoice Company monthly for Fee-for-Service Therapy Sessions rendered in the preceding month. Thereafter, at the beginning of each quarter of the SOW Term Spring will invoice Company for anticipated Fee-for-Service Therapy Sessions for the then current quarter based on the utilization of Services by Covered Lives in the month immediately preceding each quarter. At the end of each month, Spring will reconcile the amounts paid by Company with the actual Fee-for-Service Sessions rendered and will credit or charge Company, as applicable.

E. Coaching.

- i. Coaching Fee. Company shall pay Spring One Hundred and Five Dollars (\$105.00) for each coaching session utilized by a Covered Life.
- ii. Invoicing Process. For the first three (3) months of the SOW Term, Spring will invoice Company monthly for Sponsored Coaching Sessions rendered in the preceding month. Thereafter, at the beginning of each quarter of the SOW Term Spring will invoice Company for anticipated Sponsored Coaching Sessions for the then current quarter based on the utilization of the coaching Service by Covered Lives in the month immediately preceding each quarter. At the end of each month, Spring will reconcile the amounts paid by Company with the actual Sponsored Coaching Sessions rendered and will credit or charge Company, as applicable.
- iii. Cancellation Policy. In the event a Covered Life does not show for or cancels a coaching session with less than twenty-four (24) hours' notice, the coaching session will (i) count as one of the Covered Life's Sponsored Coaching Sessions and will be invoiced to Company, or (ii) if no Sponsored Coaching Sessions remain, will be invoiced to the Covered Life.
- iv. Covered Life Responsibility. Covered Lives that utilize all Sponsored Coaching Sessions may purchase additional coaching sessions at a rate of Ninety Dollars (\$105.00) per coaching session for the remainder the applicable twelve (12) month period, billed directly to the Covered Life.

F. Virtual Trainings and Programs.

- i. Spring Benefit Overviews. Company shall pay Spring for Spring Benefit Overviews that exceed the Bundled Overviews at a rate of Five Hundred Dollars (\$500.00) per session, invoiced to Company in the month following the event.

G. Fees for Additional Services.

- i. Work-Life Services and Legal/Financial Assistance. Company shall pay Spring \$500.00 per month for Work-Life Services and Legal/Financial Assistance.
- ii. Critical Incident Support. Company shall pay Spring based on the following response times based on the level of urgency:
 - a. Immediate Response (Less than 2 hours): Company shall pay to Spring \$330.00 per hour, with a two-hour minimum per incident.
 - b. Same Day Response (Between 2 - 24 hours): Company shall pay to Spring \$260.00 per hour, with a two-hour minimum per incident.
 - c. Standard Response (Greater than 24 hours): Company shall pay to Spring \$235.00 per hour, with a two-hour minimum per incident.

- d. Administrative and Travel Fees. Company may opt for either in-person or virtual support for the above-listed urgency levels with the associated fees:
 - 1. Virtual Fees: \$35.00 administrative fee.
 - 2. Travel Fees: \$210 travel fee per event for standard and same day response. \$245 travel fee per event for immediate response.
- e. Cancellation Policy. If Company cancels or reschedules regular services within forty-eight (48) hours of the originally scheduled appointment, customer will pay a flat fee of three hundred dollars (\$300) per requested clinician for each shift cancelled within the 48-hour period, e.g. - a three-day assignment incurs two cancellation fees if cancelled the day before. The third day is outside the 48 hours. Deadline for cancellation of any service scheduled for a Monday is 12:00 PM EST on the preceding Friday.

8. SCHEDULES

The Schedules listed below are attached hereto and incorporated into this SOW by reference:

- A. Schedule 1 – Therapy Session Rates
- B. Schedule 2 – Company Assistance and Information
- C. Schedule 3 – Engagement Plan

9. COUNTERPARTS

This SOW may be executed in two counterparts, each of which shall be deemed an original but both of which together constitute one and the same instrument. This SOW may be executed by facsimile, PDF, or digital signatures each of which will be deemed an original, and all of which together will constitute one and the same agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Spring and Company have caused this SOW to be duly executed by their respective authorized officers as of the SOW Effective Date.

SPRING CARE, INC.

**BOARD OF COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA**

Signature

Signature

Name

Name

Title

Title

Date

Date

**SCHEDULE 1 TO SOW 1
THERAPY SESSION RATES**

CPT Code	Code Description	Telehealth (POS 02)	In-Person (POS 11)
90791	PSYCHIATRIC DIAGNOSTIC EVALUATION W/OUT MEDICAL SERVICES	\$195	\$215
90792	PSYCHIATRIC DIAGNOSTIC EVALUATION WITH MEDICAL SERVICES	\$325	\$345
99203	NEW PATIENT OFFICE OR OTHER OUTPATIENT VISIT, TYPICALLY 30 MINUTES	\$292	\$312
99204	NEW PATIENT OFFICE OR OTHER OUTPATIENT VISIT, TYPICALLY 45 MINUTES	\$325	\$345
99205	NEW PATIENT OFFICE OR OTHER OUTPATIENT VISIT, TYPICALLY 60 MINUTES	\$351	\$371
99212	ESTABLISHED PATIENT OFFICE OR OTHER OUTPATIENT VISIT, TYPICALLY 10 MINUTES	\$156	\$176
99213	ESTABLISHED PATIENT OFFICE OR OTHER OUTPATIENT VISIT, TYPICALLY 15 MINUTES	\$195	\$215
99214	ESTABLISHED PATIENT OFFICE OR OTHER OUTPATIENT, VISIT TYPICALLY 25 MINUTES	\$221	\$241
99215	ESTABLISHED PATIENT OFFICE OR OTHER OUTPATIENT, VISIT TYPICALLY 40 MINUTES	\$260	\$280
90832	THIRTY MINUTES OF INDIVIDUAL PSYCHOTHERAPY	\$130	\$150
90833	THIRTY MINUTES OF INDIVIDUAL PSYCHOTHERAPY PERFORMED WITH AN E/M SERVICE	\$78	\$98
90834	FORTY-FIVE MINUTES OF INDIVIDUAL PSYCHOTHERAPY	\$156	\$176
90837	SIXTY MINUTES OF INDIVIDUAL PSYCHOTHERAPY	\$195	\$215
90847	FAMILY PSYCHOTHERAPY WITH THE PATIENT PRESENT	\$182	\$202
96127	BRIEF EMOTIONAL OR BEHAVIORAL ASSESSMENT ONLINE	\$8	\$28
No Show	No Show or Late Cancellation	\$195	\$215

SCHEDULE 2 TO SOW 1
COMPANY ASSISTANCE AND INFORMATION

1. Company grants Spring the right to use Company's name, trademarks, service marks, tradenames, or logos of Company in its marketing materials or other oral, electronic, or written promotions, which shall include naming Company as a client of Spring and a brief scope of services provided.
2. Upon prior written approval of the other party, which shall not be unreasonably withheld, either party may elect to issue a press release related to this Agreement.
3. Company shall leverage the Spring brand and brand guidelines for all Covered Life communications related to the Services to ensure consistency in engagement assets and platform messaging.
4. Company shall authorize and confirm IP addresses used by Spring to send emails to Covered Lives in order to ensure successful delivery (i.e. not blocked by firewall).
5. Spring may send an email communication to Covered Lives about the availability of Services (i) within the first thirty (30) days of the SOW Term, and (ii) at times otherwise agreed to by the parties.
6. Company will promote the Services during Company's open enrollment period in all relevant communication forums with Covered Lives, including, but not limited to, Company's benefits website, any related materials sent to Covered Lives, platforms used in benefits selection, and on-site benefits fairs.
7. If agreed to by the parties in writing, Company shall provide Spring with Covered Life-level financial claims data related to the Services to enable Spring to calculate savings attributable thereto and making reasonable efforts in support of attaining claims data from any third party.
8. Upon Spring's written request, Company shall work with Spring to create a co-branded case study regarding the Services using shared claims data, which may be shared with third parties.

SCHEDULE 3 TO SOW 1 ENGAGEMENT PLAN

1. **Spring Engagement Obligations.** Spring will execute the following engagement tactics:
 - A. Spring will provide digital flyers, digital postcards, digital posters, digital wallet/crisis cards to Company to use in its communications to Covered Lives. The content of the digital materials will be configured to meet Company's specifications for certain predetermined fields that are limited to benefit summaries and key terms (e.g. "employee", "mental health").
 - B. Spring will provide logo tiles to be used on Company's internal benefits pages and communications to Covered Lives.
 - C. Spring will provide a standard benefits landing page that will include Company's logo and/or branding. The landing page will include a unique Company URL (<https://benefits.springhealth.com/CUSTOMER/>). The content included on the landing page will be delivered in English and Spanish and may be configured to meet Company's specifications for certain predetermined fields that are limited to benefit summaries and key terms (e.g. "employee", "mental health"). Delivered in English and Spanish.
 - D. Spring will send invitation emails in English to Covered Lives including a primary invite, dependent invite, new hire invite, and reminder invite. Initial invitation emails will be sent within thirty (30) days of the Launch Date and weekly thereafter for newly hired Employees.
 - E. Spring will, upon request, provide digital manager support guides, digital team huddle guides, digital vendor referral guides from Spring's content library that are delivered in English.
 - F. Spring will provide Company's HR representatives with monthly digital toolkits, to support mental health observances (WMHD, suicide awareness month, Veteran's Day, etc.).
 - G. Spring will send monthly email engagement campaigns, in English, to Covered Lives and Company's HR representatives from a Spring email address.
 - H. Spring will provide Company's HR representatives with rapid response toolkits and playbooks for responding to social issues (e.g. gun violence, political unrest, etc.). Spring may provide incremental webinars, customer-specific Wellsprings or other support materials as deemed necessary by Spring.
 - I. Spring will make available digital manager support guides, digital team huddle guides, digital vendor referral guides from Spring's content library. Content may be configured to meet Company's specifications for certain predetermined fields that are limited to benefit summaries and key terms (e.g. "employee", "mental health").
2. **Company Engagement Obligations.** Company will execute the following engagement tactics:
 - A. Company will send an email from their CEO, President, CFO, CHRO, or COO to all Employees announcing the partnership with Spring within 14 days of the Launch Date.
 - B. Company will add Spring contact information and URL to the digital version of its medical ID cards issued to Employees on Company's health plan.
 - C. Company will include a one-page Spring flyer, provided by Spring, into its new hire onboarding materials.

- D. Company will schedule and promote training sessions for all benefits managers and relevant HR stakeholders and other managers.
- E. Company will distribute and display Spring printed and digital marketing materials at large work sites. Marketing materials may include, but are not limited to, posters, flyers, and wallet cards.
- F. Company will include digital Spring marketing materials in relevant internal communications channels and messaging where benefits are mentioned (i.e. overview materials, product offering materials).
- G. Company will distribute to all relevant employees, any and all communication materials provided by Spring Health within 1 week (standard) or in a mutually agreed timeline.
- H. Company will promote the Services offered during its open enrollment period for benefits in all relevant communication forums with Covered Lives, including: (i) on its benefits website, (ii) all related materials sent to Covered Lives and/or platforms used in benefits selection, and (iii) on-site benefits fairs.
- I. Company will publish communications about Spring on its internal communication channels, including, but not limited to, Company's intranet, Slack, internal newsletters, and emails.
- J. Company will issue a public press release within ninety (90) days post Launch Date announcing its partnership with Spring.
- K. Company will identify key mental health advocates or ERGs and permit Spring to train individuals on the Services as well as to lead internal facing advocacy initiatives.

Mental Health Benefits | Current

	Florida Blue Mental Health Benefits	Teladoc Mental Health Benefits	Health Advocate EAP
User Experience	Screening, Treatment Plan, Care Navigation, Specialized Care (Substance Use Disorder, Pediatric), Crisis Support. Trial and error to find a quality provider that is a good fit.	Screening, Treatment Plan, Trial and error to find a quality provider that is a good fit.	Screening, Crisis Support, Critical Incident Hours, Unlimited Manager Consultations.
Prescribing Psychiatrists	Yes	Yes	No
Engagement Utilization	Engagement: <1% Utilization: 12.6%	Engagement Utilization: <1%	Engagement: 6.9% Utilization: <1%
Average ROI	Not Available	Annualized 2023 utilization equates to ~\$14,496 in savings/\$93 per visit.	EAPs reduce absenteeism & increase work productivity
Clinical Improvement	Not Available	Not Available	Not Available
Average Time to Appointment	30-60 days (industry average)	1 day	1 week
Sessions	Unlimited, copay or deductible per session.	Unlimited, \$35 copay per session.	6 face-to-face visits per member per issue per year, \$0 copay, 24/7 telephonic crisis support.
Access	In-person, limited virtual.	Virtual only.	Virtual, limited in-person.
Coverage	Employees and dependents (all ages).	Employees and dependents (age 18+)	Employees and dependents (individual counseling 16+, family counseling 12+) parents and parents-in-law.
Critical Incident Response Hours	Not Available	Not Available	10 hours included Add'l hours are \$275/hr (2 - 24 hrs) + \$75 travel fee
Health Plan & Benefit Integration	N/A	Integrated with Florida Blue	Not Available
Fee	Fee for service	\$0.20 PEPM + Consult Fees Psychiatrist Initial/Follow-Up/Counselor: \$185/\$65/\$55	\$1.29 PEPM
Contract Length	36 months	36 months	36 months
Estimated Annual Cost	~\$250k (2022 outpatient & professional paid mental health claims)	\$8,180	\$35,681

Mental Health Benefits | Proposed

- **Goal:** Improve on current mental health offerings by expanding access to care, increasing engagement and utilization, and improving recovery and productivity
- **Workgroup Recommendation**
 - Continue offering inpatient and outpatient mental health through Florida Blue and Teladoc
 - Replace Health Advocate EAP and improve current mental health offerings by adding **Spring Health**, effective 1/1/2024

	Spring Health Mental Health + EAP
User Experience	Precision Mental Health Assessment Screening, Treatment Plan, Therapy Network, Critical Incident Hours, Care Navigation, Medication Management, Coaching, Self-Guided Digital Resources, Specialized Care (Substance Use Disorder, Pediatric), 24/7 Crisis Support.
Prescribing Psychiatrists	Yes
Engagement Utilization	Average Book of Business Utilization: 7-12% Average Book of Business Engagement: 28%
Average ROI	5.6 weeks to recovery compared to 9.4 weeks for competitors, 70% of employees showing improvement \$225 in annual productivity savings per employee <i>(Clinical outcomes validated by The Journal of the American Medical Association)</i>
Clinical Improvement	4.7 visits
Average Time to Appointment	1.1 days
Sessions	Platform + Direct Bill 6 employer-sponsored therapy sessions + 6 coaching sessions billed to SJC based on utilization.
Access	Virtual, limited in-person with potential performance guarantee to expand.
Coverage	Employees and dependents (age 6+)
Critical Incident Response Hours	Immediate (<2 hrs): \$275/hour Same Day (2-24 hrs): \$215/hour Standard (+24 hrs): \$195/hour Plus \$25 administrative fee for virtual support or \$165 travel fees for in-person support
Health Plan & Benefit Integration	Claims for Spring Health Providers flow through the health plan via Client Specific Network (CSN) after a member exhausts their employer sponsored sessions. Member then picks up their cost share according to their medical plan design (accumulates towards their deductible/coinsurance/copay/OOP maximum).
Fee	\$5.04 PEPM + 1x Fee (\$10,000) + \$6,000 annual optional EAP services + Added Variable Cost Projection \$120k - \$207k*
Contract Length	36 months
Estimated Annual Cost	\$290k - \$377k

*Low assumption: ~7% of population will convert to care, with an average cost of \$195 per therapy session and \$90 per coaching session. High assumption: ~12% of population will convert to care with previously stated average costs per session.



June 15, 2023

Mental Health Point Solution Comparison

lyra

spring health

Summary	Lyra replaces traditional EAPs with a focus on mental health using their own network of providers, typically for up to 25 visits. Can add on other EAP style services like legal assistance, financial, ID theft, etc. Includes medication management.	Heavily focused on the diagnosis and treatment of mental health conditions using proactive screening through their digital platform. Meet with providers in the Spring network. Psychiatrists are able to prescribe medication.
Care Team	Licensed psychiatrists, therapists and coaches via video chat or in-person	Licensed psychiatrists, therapists, and coaches via video chat or in-person
Care Delivery Method	In-person, video, self-guided	In-person, video, self-guided
Average ROI	50% of members reliably improve or recover \$8,524 Medical & Rx spending for Health Plan therapy users vs \$6,221 Medical & Rx spending for Lyra utilizers Fewer hospital admissions, lower ED utilization, Reduced Rx Claims and Spend	5.9 weeks on average to recovery, with 70% of employees showing improvement / 25% fewer days missed / 60% reduction in employee turnover / 24% increase in productivity
User Experience	Concierge member experience, exclusive network access, workforce transformation, customer success, utilization-based for coaching and therapy sessions, critical incident hours. 20% employee engagement. Covers employees and dependents (no minimum age).	Screening, Treatment Plan, Care Navigation, Therapy network, critical incident hours. Covers employees and dependents (age 6+)
Response Rate	-Appt same day, evenings, weekends; -Clinical support available via chat -2 day average wait for initial	-Appts scheduled in 1-2 days -Unlimited access to Care Navigator
St. Johns County In-Person Provider Capacity	23 in-person providers accepting new members within 5 miles of 32084 133 appointment capacity in next 2 weeks -78 child specialists, 80 substance/alcohol abuse specialists, 54 couples specialists, 108 high-risk specialists	Very limited. Would work with St. Johns County to provide performance guarantees of network build-out expectations prior to signing a contract.
Offerings	12 session EAP + Health Plan Integration. Utilization-based for any completed coaching or therapy sessions (projecting 120 members enter care in Year 1, projecting 8 critical incident hours, and projecting an estimated 11 members will need longer-term with their Lyra therapist or medication management and will therefore submit 40 in-network claims).	Option 1: Platform + Bundle 6 prepaid therapy sessions & 6 prepaid coaching sessions. Option 2: Platform + Direct Bill 6 employer-sponsored therapy sessions & 6 coaching sessions billed to SAC based on utilization. Both options include platform an app with CBT self-guided exercises, mental health assessment and care plan, care navigation, 24/7 crisis support, in-network treatment referrals, and EAP replacement.
Critical Incident Response Hours	Added 8 hours in to their quote, which guarantees an on-site provider within 3-24 hours. Pricing is available at three tiers (immediate <3 hours, same day 3-24 hours, standard +24 hours). Immediate: \$250/hour, Same Day: \$215/hour, Standard: \$175/hour Plus \$25 administrative fee for virtual support or \$165 travel fees for in-person support for Standard and Same Day, \$195 for immediate.	Did not include any hours in quote. Pricing is available at three tiers (immediate <2 hours, same day 2-24 hours, standard +24 hours). Immediate: \$275/hour, Same Day: \$215/hour, Standard: \$195/hour Plus \$25 administrative fee for virtual support or \$165 travel fees for in-person support
Health Plan & Benefit Integration	Claims for Lyra Providers flow through the health plan after a member exhausts their employer sponsored sessions. Once employer sessions are exhausted and therapy claims flow through the health plan as in-network claim, the member would pick up their cost share according to their medical plan design (and it would accumulate towards their deductible/coinsurance/copyy/OOP maximum). Has worked with FB.	Claims for Spring Health Providers flow through the health plan via Client Specific Network (CSN) after a member exhausts their employer sponsored sessions. Once employer sessions are exhausted and therapy claims flow through the health plan as in-network claim, the member would pick up their cost share according to their medical plan design (and it would accumulate towards their deductible/coinsurance/copyy/OOP maximum).
Cost	Cost Structure is utilization-based and includes all benefits-eligible employees. Support Fees \$2.42 PMPM Utilization Fees \$106,297 - Utilization-based therapy sessions for 120 members \$1,840 - 8 Critical Incident Hours \$13,533 - Health Plan Claims \$10,000 - one-time implementation fee	Both options are for all benefits-eligible employees. OPTION 1 (Platform + Bundle) \$11.56 PEPM + 1x Fee (\$10,000) + \$6,000 annual optional EAP services OPTION 2 (Platform + Direct Bill) \$5.04 PEPM + 1x Fee (\$10,000) + \$6,000 annual optional EAP services + Added Variable Cost Projection \$120k - \$207k
Estimated Year 1 Cost for St. Johns County**	\$283,752	Option 1: \$370k / Option 2: \$290k - \$377k
Reference Check	School District of Philadelphia (Marissa Quinn, 2/3/2023)	City of Alexandria, VA (Grace Ingram, 1/27/2023)
Florida Blue Outpatient/Professional Mental Health Fee For Service		
2021		\$242,736.22
2022		\$249,049.30
Contract Length	12 - 36 month options	36 months
	Total Employees, Retirees, and COBRA as of 3/31/23	2553
	Total Members as of 3/31/23	5237

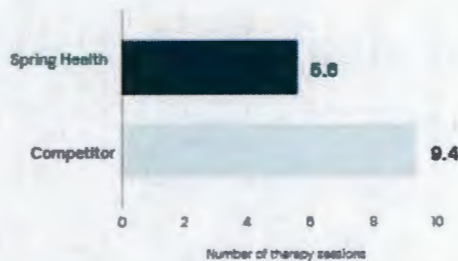


Spring Health ROI

spring health | JAMA

Clinical outcomes & financial ROI backed by peer-reviewed research

Spring Health members achieve 70% recovery in fewer sessions



Spring Health is the only behavioral health solution with peer-reviewed research published in a leading medical journal that shows both clinical and financial outcomes.

Spring Health leverages the power of data across every aspect of care delivery starting with our digital, dynamic mental health assessment that screens for 18+ conditions and provides each member with a customized care plan. Members have access to dedicated clinical care navigation, on-demand digital CBT, easy online scheduling, and a diverse provider network pre-vetted for quality and availability.

Precision behavioral healthcare drives more accurate diagnoses, real-time treatment plan modifications, and is proven to deliver faster clinical improvements; members with depression and anxiety symptoms improved in fewer sessions than the leading competitor.

Check out the JAMA publication



To learn how Spring Health can drive meaningful value for you and your members email us at partnerships@springhealth.com

Evidence-based results & proven financial ROI

FASTER RECOVERY

5.9

weeks on average to recovery, with 70% of employees showing improvement

REDUCED HEALTHCARE COSTS

30%

reduction in total claims cost per Spring Health participant

INCREASED PRODUCTIVITY

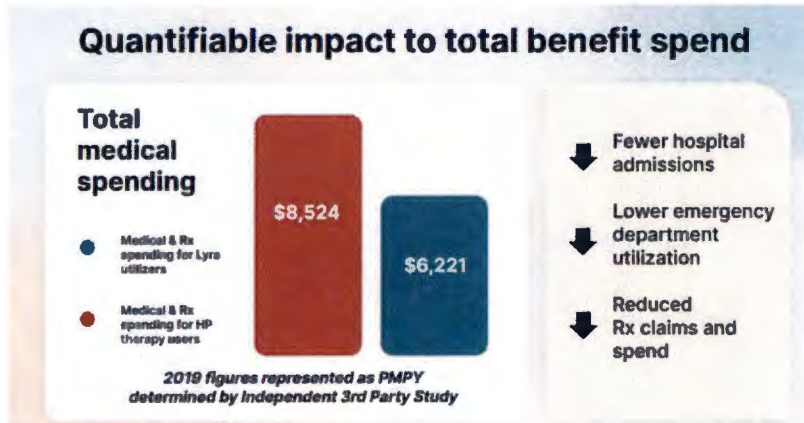
25%

fewer days missed and a 24% increase in productivity



An Aetna Company

Lyra ROI



With Lyra you only pay for outcomes

Performance guarantees ensure fast access to care that delivers measurable, lasting improvement

Fast Access

90%+ instantly matched to available providers with a time to first available session 3 days or less

Real Recovery

50%+ of members reliably improve or recover on the PHQ9, GAD7, or PSS-10

Loved Benefit

Highly satisfied members with a 4 or higher average on a 5 point scale

Lyra