The Michigan Community College Association (MCCA) has entered into an agreement with TimelyCare that enables your campus to provide student mental health, medical, and psychiatry services, student success coaching, and faculty and staff mental health services. MCCA’s preferred pricing offers a discounted rate on services from TimelyCare, higher education’s most trusted virtual health and well-being provider.

TimelyCare is proud to support over 850,000 community college students, faculty, and staff at more than 130 campuses. Users rate our app 4.9/5.0 on the Apple App Store and give our providers a 4.94/5.0 rating. Take advantage of this special pricing agreement to bring trusted virtual care to your campus.

TimelyCare Helps Support Community College Students’ Well-Being

- 85% of community college students say that they are more likely to stay in class, improve their grades, and graduate after using TimelyCare
- 77% of students report mental health improvements, including 100% presenting as a suicide risk
- 80% of visits are related to mental health
- 58% of visits are after-hours or weekends
- 120+ health conditions can be treated

Ready to transform your campus? Get started at timelycare.com
What TimelyCare can bring to your campus:

Student Health and Wellness
- Peer Community
- Digital Self-Care Content
- Basic Needs Support
- TalkNow (24/7 on-demand emotional support)
- Scheduled Counseling
- MedicalNow (24/7 on-demand medical care)
- Scheduled Medical
- Psychiatry
- Health Coaching

Student Success Coaching
- Academic Preparation
- Financial Wellness
- Career Readiness

Faculty & Staff Care
- Behavioral Care
- Dedicated Faculty & Staff Peer Community
- Digital Self-Care Content

Ready to transform your campus? Get started at timelycare.com
©TimelyCare 2024
Nearly one in three non-completers cited mental health issues as a contributing factor for leaving college, and 14% said it was the primary reason.

Source: Sallie Mae, How American Complete College 2022

“One thing that TimelyCare does really well is it helps students to think intentionally about self-care. When we graduate a student, we want to graduate the whole student, not just a student who’s academically prepared, but a student who is prepared to go into the workplace.”

Dr. Jeanne Natali
Director of Student Resource and Empowerment Center
Tidewater Community College

Ready to transform your campus? Get started at timelycare.com

© TimelyCare 2024
Create a Healthier Campus Through a Connected System of Care

Support for the Whole Student
From mental health to medical care and self-care to basic needs, TimelyCare provides the complete virtual care students need through a single virtual platform.

Diverse, Qualified Providers
With over 50% of our provider network identifying as people of color, TimelyCare is committed to offering college students, faculty, and staff a provider network that reflects the diversity of the campuses that we serve. Additionally, through TimelyCare’s partnership with Violet, mental health and medical providers complete cultural competence upskilling to deliver improved identity-centered care for BIPOC, LGBQ, and TGNC patients.

Insights that Make a Difference
TimelyCare’s team-based approach and care coordination complements your existing campus healthcare resources. Our commitment to quality assurance and ongoing satisfaction metrics means that we understand how to continuously improve student care.

Ready to transform your campus? Get started at timelycare.com
© TimelyCare 2024
Students are stressed, and it can become overwhelming for them to navigate campus resources. To help students reach their goals, TimelyCare offers Student Success Coaching, an integrated and streamlined experience for students to get support when and where they need it.

**How Success Coaching Supports Students:**

**Academic Preparedness**
Students can receive help to navigate college, with offerings such as study skills, goal setting, time management, note-taking strategies, and how to communicate with faculty.

**Financial Wellness**
Success Coaches can provide support for financial concerns, such as managing a budget and searching for scholarships.

**Career Readiness**
Students getting ready to enter the workforce can receive the support they need to find success after school, including resume review, LinkedIn profile review, interview preparation, and personal branding guidance.

**Top Barriers to Using Campus Student Success Resources:**

- Restrictive office hours
- Unaware of how or where to seek support
- Campus locations are inconvenient

[Source: National survey of college students, January 2024]

Ready to transform your campus? Get started at timelycare.com
Help Students Develop Motivation, Resilience, and Persistence

Success Coaching is a custom solution fully integrated into the TimelyCare virtual health and well-being platform that students already know and trust. By eliminating barriers to resources, it provides equitable, on-demand and scheduled access to holistic coaching that's available whether they're on or off campus.

How to Connect to a Success Coach

Ready to transform your campus? Get started at timelycare.com

©TimelyCare 2024
Faculty and staff report being more stressed than ever, and that can keep them from being their best for students. Extend access to 24/7, on-demand health and well-being resources for your faculty and staff with no need for insurance and no copays. From an online peer community and scheduled counseling to self-care tools and health coaching, TimelyCare helps you create a healthier work culture for your campus employees.

Employees Are Struggling

5 in 10 have considered leaving their job because of burnout, increased workload, and stress

6 in 10 identified mental health issues such as stress, anxiety, or depression

3 in 4 believe supporting students' mental health is a job expectation

[Source: Nationwide survey of higher education faculty and staff, December 2023]

Empower faculty and staff with the resources they need to thrive. Get started at timelycare.com

© TimelyCare 2024
24/7 Support for Higher Ed Employees

24/7 Convenience
With TimelyCare, faculty and staff no longer have to find time for in-person appointments through campus health centers, counseling centers, or off-site resources. Care is always just a tap away, with 24/7 on-demand support available in minutes.

Confidential Care
The care provided to faculty and staff is separate from any student resources provided through TimelyCare. That means care records and health information do not go back to the institution, ensuring faculty and staff privacy.

No Cost or Copays
With no insurance requirement and no-cost visits, TimelyCare ensures faculty and staff get the care they need when they need it.

“I think faculty and staff need resources more than anything. They need to know that whatever concern that they have, there’s a resource that is easily accessible to them, that they’re not gonna be judged for using.”

Davien Armstrong
Case Manager, Student Resources & Empowerment Center
Tidewater Community College

“We wanted to have some additional options to be able to provide employees. I think a big challenge is that we have a subset of our employees that don’t qualify for health insurance benefits, and so we wanted to be able to provide a resource that would be available to everyone. We’re thrilled that Virginia Tech is offering TimelyCare to all employees.”

Julie Carlson
Health Educator, Employee Wellness
Virginia Tech

Empower faculty and staff with the resources they need to thrive. Get started at timelycare.com

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MICHIGAN COMMUNITY COLLEGE ASSOCIATION
PREFERRED PRICING PROGRAM AGREEMENT

This Preferred Pricing Program Agreement (this “Agreement”) is made effective as of the
date last signed below (the “Effective Date”), by and between Michigan Community College
Association (“MCCA”), with its principal offices located at 110 W. Michigan Avenue, Suite 650,
Lansing, Michigan 48933 and Timely Telehealth, LLC (“TimelyCare”) with its principal
offices located at 1315 S. Adams St. Fort Worth, Texas 76104. MCCA and TimelyCare may
hereinafter be referred to, individually, as a “Party,” and collectively, as the “Parties”.

RECITALS

WHEREAS, MCCA is the unified voice for Michigan’s community colleges,
empowering members to lead in the areas of student success, talent development, and community
vitality.

WHEREAS, TimelyCare provides to higher education, access to remote telehealth
consultations, facilitated via TimelyCare’s proprietary software platform and mobile application
(“Platform”) whereby Services, as described in Exhibit A, are rendered by therapists, counselors
health coaches and/or physicians (“Providers”); and

WHEREAS, MCCA has determined it is beneficial to enter into this Agreement to allow
TimelyCare to provide the Services to its Participating Member Institutions (“Participating
Member Institutions” or “PMI”) as listed in Exhibit B, as may be amended from time to time, and
that have executed a PMI Client Agreement with TimelyCare; and

WHEREAS, in connection with MCCA, TimelyCare will provide preferred pricing
herein for Services, attached to this Agreement and made a part hereof, as such Exhibit B as may
be amended from time to time, (collectively, the “Services”).

NOW, THEREFORE, in consideration of the mutual covenants contained in this
Agreement, MCCA and the TimelyCare agree as follows:

1. **Term.** This Agreement shall commence on the Effective Date and shall persist three (3)
years with automatic one (1) year renewals, unless terminated earlier pursuant to the
terms hereof (the “Term”).

2. **Preferred Pricing.** TimelyCare agrees to include the following pricing schedule in the
PMI TimelyCare Client Agreement.

**Option 1 – Independent/Individual Services (Available to Student Enrollees Only)**

| Select Service                  | Annual Cost per Enrollee – before 12/31/2024 | Annual Cost per PMI Enrollee – Effective 1/1/2025
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Digital Self Care Base Service</td>
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</table>


Additional *Services below may be added but require Digital Self Care
- Basic Needs Assistance *
- Health Coaching Consultations*
- TalkNow Consultations* (50-minute consultations)
- MedicalNow Consultations* Scheduled Medical Consultations*
- Scheduled Psychiatric Consultations* (100 consultations minimum)

Enter Number of Visits: ______

<table>
<thead>
<tr>
<th>Select</th>
<th>Service</th>
<th>Annual Cost per Enrollee</th>
<th>Annual Cost per Enrollee – effective 1/1/2025</th>
<th>Annual Cost per Enrollee – effective 1/1/2026</th>
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<tbody>
<tr>
<td></td>
<td>Student Success Coaching</td>
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</tbody>
</table>

Option 2 - Comprehensive Services *(Available to Students and/or *Faculty & Staff Enrollees)*

<table>
<thead>
<tr>
<th>Select</th>
<th>Service</th>
<th>Annual Cost per Enrollee</th>
<th>Annual Cost per Enrollee – effective 1/1/2025</th>
<th>Annual Cost per Enrollee – effective 1/1/2026</th>
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<tbody>
<tr>
<td></td>
<td>Behavioral Care - includes: Digital Self Care (and/or Faculty and Staff Care), Basic Needs Assistance, TalkNow Consultations, Scheduled Counseling Consultations (6 visits)</td>
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</tr>
<tr>
<td></td>
<td>Complete Care - includes: Digital Self Care (and/or Faculty and Staff Care), Basic Needs Assistance, TalkNow Consultations, Scheduled Counseling Consultations (6 visits), MedicalNow Consultations &amp; Scheduled Medical Consultations</td>
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</tbody>
</table>

*All Services include the annual Platform Fee and Enrollment Fee in the Annual Costs per Enrollee listed above.*
If Comprehensive Services are selected, any Scheduled Counseling Consultations by an Enrollee in excess of six (6) Scheduled Counseling Consultations during an academic year will be charged at $ per Scheduled Counseling Consultation payable by the Enrollee at the time of such consultation.

**Required Implementation and Set-up Services**

<table>
<thead>
<tr>
<th>Service</th>
<th>One-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation &amp; Set-up*</td>
<td></td>
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</tbody>
</table>

***50% off this One-time listed fee through September 30, 2024***

3. **Promotion.**

(a) MCCA will, annually, email member Presidents, and/or Vice Presidents/Deans of Students (or similar), and to Professional Associations Leadership Alliance (PALA) with a targeted request for applicable affinity group(s) to forward to their membership.

(b) MCCA will provide an announcement in two (2) newsletters: Board Report (Board Members) and Inside Story (2,000+ subscribers).

(c) MCCA will post the consortium pricing agreement to MCCA consortium website to include TimelyCare’s logo and a link to the pricing details (pricing shall be redacted).

(d) TimelyCare agrees to sponsor at least one MCCA event each year for the duration of the agreement.

4. **Intellectual Property.**

(a) TimelyCare grants to MCCA, throughout the Term, the non-exclusive right and license to use the common law and/or registered trademarks of TimelyCare ("TimelyCare Marks"). MCCA acknowledges TimelyCare’s ownership of TimelyCare Marks and agrees that it will not contest such ownership or the validity of TimelyCare Marks. All trademark and service mark rights arising from the use of TimelyCare Marks hereunder by MCCA shall inure to the benefit of TimelyCare. MCCA agrees that its right to use TimelyCare Marks under this Agreement is conditioned upon MCCA taking steps to assure that the nature and quality of its activities carried out under TimelyCare Marks are consistent with standards that will be established by TimelyCare from time to time during the Term.

(b) MCCA grants to TimelyCare, throughout the Term, the non-exclusive right and license to use the common law and/or registered trademarks of MCCA ("MCCA Marks") solely in connection with the Services, which shall include, without limitation, use of MCCA’s logo on (i) TimelyCare’s promotional materials; and (ii) TimelyCare’s website. TimelyCare acknowledges MCCA’s ownership of MCCA Marks and agrees that it will not contest such ownership or the validity of MCCA Marks. All trademark and service mark rights arising from the use of MCCA Marks hereunder by TimelyCare shall inure to the benefit of MCCA. TimelyCare agrees that its right to use MCCA Marks under this Agreement is conditioned upon TimelyCare taking steps to assure that the nature and quality of its activities carried out under
MCCA Marks are consistent with standards that will be established by MCCA from time to time during the Term.

5. Indemnification.

(a) Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party and its respective shareholders, members, directors, officers, employees, agents, contractors and consultants (collectively, the "Indemnified Parties"), from and against any and all losses (whether joint or several), liabilities (including settlements and judgments), damages, fines, deficiencies, and related costs and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings) (the "Losses"), and shall defend the Indemnified Parties against any third party claim or threatened third party claim for Losses, arising out of or in connection with the Indemnifying Party's negligent performance of, or failure to perform, any of its obligations under this Agreement.

(b) The Indemnified Parties shall give the Indemnifying Party prompt written notice of any event or assertion of which Indemnified Parties obtains knowledge concerning any claims and as to which Indemnified Parties may request indemnification hereunder, provided that any delay in providing written notice shall not serve as a bar to indemnification hereunder except to the extent that Indemnifying Party's ability to defend against or avoid claims has been prejudiced by such delay. The Parties shall cooperate in determining the validity of any claim or assertion requiring indemnity hereunder and in defending against third parties with respect to the same, at Indemnifying Party's cost and expense. Indemnifying Party shall promptly (and in no event later than thirty (30) days after receiving notice of a claim) decide whether to assume control of the defense of a claim, and if Indemnifying Party does not elect to control such defense, then Indemnified Parties shall assume such control of the defense. The Party that is not controlling the defense of a claim may have its own counsel present at its own cost to monitor proceedings related to the claim. In the event Indemnifying Party elects to control the defense of a claim, Indemnifying Party's choice of counsel shall be reasonably satisfactory to Indemnified Parties, and Indemnified Parties shall be entitled to participate in such defense and shall cooperate fully in connection therewith. Indemnifying Party hereby agrees not to settle or compromise any claim without prior written consent of Indemnified Parties.

(c) Neither Party shall have liability to the other Party for indirect, special, incidental, or consequential damages arising out of this Agreement.

6. Confidentiality.

(a) Neither Party, except as required by law or court or arbitrator of competent jurisdiction, shall divulge, furnish or make available to any third party, or without the other Party's prior written consent any confidential or proprietary information of or concerning the other Party ("Confidential Information") or use the Confidential Information except in connection with performance of its obligations under this Agreement. Confidential Information includes methods of operation and organization, lists of clients or suppliers, business plans, expansion plans, pricing schedules or any other such information or data, and specific information that is designated by a Party as confidential or proprietary. Confidential Information does not include
information that (i) is already public knowledge or has become a part of the public domain through no breach of this Agreement; (ii) a Party develops without any use of or reference to the other Party’s information; or (iii) a Party subsequently acquires by lawful means from a third party without any obligation of confidentiality to that third party.

(b) The Parties acknowledge that monetary damages for breach of this Section will be inadequate and that, in addition to any other remedy the non-breaching Party or parties may have, the non-breaching Party or parties will be entitled to injunctive or other equitable relief to restrain any such breach or threatened breach, without any bond or other security being required. This Section shall survive termination of this Agreement for any reason.


(a) Termination. Either Party shall have the right to terminate this Agreement in its absolute discretion without cost, penalty, or liability with prior written notice of at least ninety (90) days’ before expiration of the Term then in effect by the terminating Party to the non-terminating Party.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Venue of any litigation arising hereunder shall be in a court of competent jurisdiction in Tarrant County, Texas.

(c) Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and supersedes any and all prior or contemporaneous representations, understandings and agreements whether oral or written between the Parties relating to the subject matter of this Agreement, all of which are merged in this Agreement.

(d) Assignment. Neither MCCA nor TimelyCare shall assign this Agreement without prior written approval of the other Party.

(e) Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were on the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the Effective Date.

TIMELY TELEHEALTH, LLC

By: ________________________________
   Pete Blaisdell
Name: Pete Blaisdell
Title: Chief Revenue Officer
Date: 7/19/2024

MICHIGAN COMMUNITY COLLEGE ASSOCIATION
EXHIBIT A

SERVICES

For purposes of this Agreement, TimelyCare shall provide, and/or provide access to the following Services as selected by PMI on their Agreement.

“Basic Needs Assistance”, “Digital Self Care”, “Health Coaching Consultations”, “MedicalNow Consultations”, “Scheduled Counseling Consultations”, “Scheduled Medical Consultations”, “Scheduled Psychiatric Consultations”, “Student Success Coaching”, “Faculty and Staff Care” and “TalkNow Consultations”

1. “Basic Needs Assistance” shall mean, if available to the PMI, the assistance provided to the MCCA’s Enrollees in addressing basic non-medical needs, such as accessing healthy food, safe housing, transit, finance, family care, work, and legal resources.

2. “Digital Self Care” shall mean, if available to the PMI, a software-only solution that provides access to features on the Platform that allow Enrollees to engage and connect by providing access to evidence-based resources through on-demand content, and shall include: (i) “Peer Community”, a 24/7, inclusive and positive support system for Enrollees; (ii) “Peer Community Moderation”, allowing ongoing monitoring by TimelyCare of the Peer Community; (iii) “Self-Care Content”, an on-demand suite of evidence-based tools, techniques, and therapeutic practices designed by TimelyCare to help Enrollees navigate the unique health challenges they face and achieve better health & well-being; and (iv) “Self-Care Journeys”, a category-specific self-care content consisting of tools, practices, and experiences designed to help users navigate the unique health challenges Enrollees face and achieve better health & well-being.

3. “Faculty and Staff Care” shall mean, if available to the PMI, a unique Platform experience designed specifically for higher education and/or K-12 faculty and staff and which shall include Digital Self Care.

4. “Health Coaching Consultations” shall mean, if available to the PMI, scheduled, non-diagnostic coaching with a healthcare professional.

5. “MedicalNow Consultations” shall mean, if available to the PMI, on demand, medical diagnostic remote telehealth visits by a licensed healthcare Provider with an Enrollee.

6. “Scheduled Counseling Consultations” shall mean, if available to the PMI, scheduled visits with licensed mental health Providers, where, if requested by the PMI, and subject to applicable law, medical records of the Enrollees shall be shared with the on-PMI clinic.
7. "Scheduled Medical Consultations" shall mean, if available to the PMI, scheduled medical visits with licensed Providers who are able to treat a wide range of medical conditions, where, if requested by the PMI, and subject to applicable law, medical records of the Enrollees shall be shared with the on-site PMI clinic.

8. "Scheduled Psychiatric Consultations" shall mean, if available to the PMI, scheduled visits by Enrollees with licensed psychiatrists, where, if requested by the PMI, and subject to applicable law, medical records of the Enrollees shall be shared with the on-site PMI clinic. Scheduled Psychiatric Consultations shall be controlled by the PMI via access code.

9. "Student Success Coaching" shall mean, if available to the PMI, support coaching services to assist Enrollees in achieving their academic preparedness, financial wellness, and career readiness goals.

10. "Talk Now Consultations" shall mean, if available to the PMI, 24/7 on-demand access to mental health support and emotional support by mental health professionals. Non-diagnostic coaching is provided via video, telephone or online chat.
EXHIBIT B

MCCA PARTICIPATING MEMBER INSTITUTIONS

Community Colleges
Alpena Community College
Bay de Noc Community College
Delta College
Glen Oaks Community College
Gogebic Community College
Grand Rapids Community College
Henry Ford College
Jackson College
Kalamazoo Valley Community College
Kellogg Community College
Kirtland Community College
Lake Michigan College
Lansing Community College
Macomb Community College
Mid-Michigan College
Monroe County Community College
Montcalm Community College
Mott Community College
Muskegon Community College
North Central Michigan College
Northwestern Michigan College
Oakland Community College
Schoolcraft College
Southwestern Michigan College
St. Clair County Community College
Washtenaw Community College
Wayne County Community College
West Shore Community College

Tribal Colleges
Bay Mills Community College
Keweenaw Bay Ojibwa Community College
Saginaw Chippewa Tribal College