

**MASTER SERVICE AGREEMENT**

This Master Service Agreement (“Agreement”), effective as of \_\_\_\_\_ (“Effective Date”), by and between Thriveworks Administrative Services, LLC, a Virginia limited liability (“Thriveworks”) and the Joliet Township High School District 204 in Will County, Illinois, (hereinafter, “Township”). Thriveworks and Township can be referred to individually as a “Party” or together as the “Parties”.

WHEREAS, Thriveworks manages the provision of mental health counseling and medication management services to clients; and

WHEREAS, Township has residents, employees and other covered lives who may benefit from Thriveworks’ services; and

WHEREAS, Thriveworks and Township desire to enter into an arrangement whereby Thriveworks will become part of the suite of services that Township offers to its Covered Lives, as defined below;

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties understand and agree as follows:

**I. SCOPE OF SERVICES**

- A. COVERED LIVES: For the purposes of this Agreement, “Covered Lives” means residents, employees, and other persons referred by Joliet Township High School District 204 to Thriveworks.
- B. COMMENCEMENT DATE: This agreement is effective on the date stated above. (“Commencement Date”).
- C. REFERRAL PROCESS: To utilize Thriveworks’ services, potential clients shall complete resident verification through Township’s referral portal, Iris. Township shall then submit qualified referrals to Thriveworks through the shared form. Thriveworks shall contact qualified referrals to schedule an appointment within forty-eight (48) business hours of receipt of referral in the shared form. Thriveworks shall attempt three (3) phone calls, send three (3) emails, and send three (3) text messages over the span of three (3) days in attempt to schedule the referral’s first appointment. Thriveworks shall notify Township through Iris if, after five (5) days of attempted outreach, the referral was unsuccessful. If unsuccessful, referral will then be closed in the system.
- D. BILLING PROCESS AND GRANT FUNDS: Upon signing this Agreement, Township shall transfer Grant Funds to Thriveworks to be held as a retainer. For services provided to Covered Lives, Thriveworks shall first submit claims to any applicable commercial insurance. Sessions for Covered Lives with Medicaid and uninsured Covered Lives shall be directly invoiced and billed to Grant Funds at a rate for One Hundred and Forty-Five Dollars (\$145.00) for Talk Therapy sessions and Two Hundred and Fifty Dollars (\$250.00) per Medication Management intake sessions, with One Hundred and Ninety-Nine Dollars (\$199.00) per thirty (30) minute follow up sessions. Thriveworks reserves the right to change these rates upon thirty (30) days’ notice to Township. Thriveworks shall send a monthly invoice to Township by the 5th day of the following month. Township shall have

ten (10) days from receipt of invoice to review and, if applicable, object to any charges. Given there is no objection, Thriveworks shall then deduct the invoice balance from the Grant Funds held in the account.

- a. Thriveworks shall provide Township with written notice in the event that Grant Funds fall below twenty-five percent (25%) of the original amount provided. Township shall replenish Grant Funds within five (5) business days of receipt of notice to avoid a material breach of contract and delay of services to Covered Lives.
  - b. Thriveworks shall hold the retainer Grant Funds for three (3) months post-Termination of this Agreement to cover any sessions that occurred while this Agreement was in place, with regular invoices still being supplied. Termination of this Agreement results in any Covered Lives referred by Township to be responsible for their own payments. Township shall have the responsibility of informing all referred Covered Lives of the end of the benefit. At the end of the three (3) month term, any remaining Grant Funds not pulled down by Thriveworks shall be returned to Township within ten (10) business days.
- E. SERVICES OFFERED TO COVERED LIVES: Covered Lives shall be given access to Thriveworks' standard services, which includes mental health Talk Therapy and psychiatric Medication Management. In the event a Covered Life no-shows to a session or cancels outside the 48 hour cancellation window, the Grant Funds shall cover the first two (2) occurrences. The fee for a no show or late canceled session of One Hundred and Thirty-Five Dollars (\$135) shall be added to Township's upcoming invoice. After a third no show or late cancellation, the Covered Lives shall be referred out and Thriveworks shall notify Township through Iris.
- F. ADMINISTRATIVE FEE: An Administrative Fee shall be charged for Thriveworks to administratively manage the Covered Lives, including but not limited to the following: reporting, account management, marketing, billing and claims support and management, outreach to referrals, navigation and care coordination if a higher level of care is required. The Administrative Fee shall be five percent (5%) of each month's invoice and shall be charged to the retainer monthly.
- G. MARKETING: The Parties shall not create any marketing materials promoting this partnership without authorization and approval from the other Party. Any additional marketing or media efforts by Township shall be submitted to Thriveworks and must be approved by Thriveworks at least thirty 30 days prior to launch.
- H. ANALYTICS: Parties shall conduct quarterly Joint Operating Committee (JOC) meetings to discuss partnership progress, goals, and share data.
- I. COMPLAINTS: In the event that either Party has an issue or complaint with the services or processes of the other Party, the complaining Party shall provide written notice of such within five (5) days of discovery. The receiving Party shall investigate and issue a corrective action report to the complaining Party within thirty (30) days, detailing that the issue has been remedied or the steps being taken to resolve the issue.

- J. CONSENT REQUIRED: Township acknowledges that, as a material and necessary condition of the provision of services, every Covered Life who wishes to utilize Thriveworks' services shall be required to execute Thriveworks' Consent to Services Agreement prior to the provision of services.
- K. LIMITATIONS ON SCOPE: In performing the services set forth in this Agreement and in any associated agreements, the Parties shall not:
- a. be deemed to be an agent of the other Party, nor have any authority to bind the other Party to any representation, warranty, contract, agreement or other binding commitment;
  - b. attempt to make any representation, warranty, contract, agreement or other binding commitment on the part of the other Party;
  - c. represent to any person or entity that the other Party is a subsidiary, joint venturer or partner of or is in any way affiliated with the other Party;
  - d. use any names, trademarks or service marks except only in the forms approved by the owning Party in writing;
  - e. misrepresent or provide inaccurate information regarding the services offered by the other Party.
- M. NO REFERRALS OR REMUNERATION BY THRIVEWORKS: Township agrees that Thriveworks will not be compensating Township in any form for the Covered Lives which choose to engage with Thriveworks for the provision of services.
- N. NO PAYMENT FOR REFERRALS: The Parties acknowledge that there is no requirement or any other agreement, explicit or implied, under this Agreement for Thriveworks to refer clients to Township or any affiliate of Township. Additionally, no payment made under this Agreement shall be in return for the referral of patients or in return for the purchasing, leasing, or ordering of any products or services. Neither Party will make payments or seek other remuneration under this Agreement which would be prohibited by law. It is the intent of the Parties to establish an independent business relationship which complies with the Stark Law, 42 U.S.C. § 1395nn and also complies with the requirements of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) and any applicable State law, and the Parties believe that this Agreement satisfies those requirements.
- O. NO GUARANTEE: Township has not and cannot warrant or guarantee the level or number of Covered Lives which may choose to use Thriveworks or that Covered Lives will, in fact, use Thriveworks.

## **II. TERM**

- A. INITIAL TERM: The Initial Term of the Agreement shall be for one (1) year, and shall thereafter automatically renew for subsequent one (1) year terms, unless terminated by

either Party in writing at least sixty (60) days prior to the conclusion of the applicable term. At the end of the Initial Term, and each term thereafter, Thriveworks session prices may be subject to change. If Township cannot get their Grant Fund replenished within the allotted time, this Agreement shall automatically terminate.

**B. TERMINATION WITHOUT CAUSE:** This Agreement may be terminated as follows:

- i. At the conclusion of the Initial Term or any Renewal Term, by either Party upon at least sixty (60) days prior written notice of non-renewal;
- ii. During any Term, by the mutual written agreement of the Parties; or
- iii. During any Term, by either Party for any or no reason upon its delivery of not less than ninety (90) days prior written notice of termination.

**C. TERMINATION FOR CAUSE:** Either Party may terminate this Agreement or any individual Addendum for cause upon the occurrence of the following:

- i. Upon material breach of this Agreement or any other agreement between the Parties (including individual Addendums), provided the Party has the opportunity to cure such breach within thirty (30) business days of written notice that such breach has occurred. In the event of such termination, payment of the charges by the Covered Lives will be continued through the notice period to the date of conclusion of services to the applicable Covered Lives;
- ii. Immediately, upon a finding by any federal, state, court, or governmental agency that a Party is operating in violation of any law, regulation or order;
- iii. Immediately, upon the suspension, revocation, expiration, non-renewal or lapse of required licenses, permits, certifications, and accreditation requirements or other regulatory approvals set forth in this Agreement;
- iv. Immediately, upon the initiation of bankruptcy, receivership, insolvency, or reorganization proceedings against a Party under any section or chapter of the Bankruptcy Code, as amended, or any similar federal or state laws.

**D. NOTIFICATION REQUIREMENT:** Upon termination by either Party, it shall be the responsibility of Township to promptly notify Covered Lives of the discontinuation of its participation with Thriveworks.

**E. CONTINUITY OF CARE:** Termination of this Agreement shall not affect Thriveworks' ability to continue to indefinitely treat patients within its census. Nor does it prevent Thriveworks from treating any Covered Lives under its normal business.

**III. PRIVACY, CONFIDENTIALITY, AND COMPLIANCE**

**A. CONFIDENTIAL INFORMATION:** "Confidential Information" means any business or technical information in any form or medium, whether memorialized in writing, electronically, verbally discussed, seen or heard relating to either Party's business. Confidential Information includes any and all information concerning current, past or projected customers, enrollees, insureds, beneficiaries, Protected Health Information (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and

its implementing regulations (45 C.F.R §§ 160-64 (hereafter, “HIPAA”)), Personal Information and Personally Identifiable Information (“PII”) (as these terms are defined at 32 C.F.R. §310.4), health care providers, health care services offered or provided, business methods and strategies, operations, computer programs, automated systems, finances, rates, trade secrets, formulae, intellectual property, software codes, log-in and password information, methods, ideas, inventions, employees and/or third party vendors and all information relating in any way to the work being performed for or by Thriveworks. Confidential Information shall also include all reproductions, notes, analyses, fee schedules, compilations, forecasts, studies or any documentation which would identify the contents of such aforementioned information.

“Confidential Information” does not include any of the following: (a) information that has been made generally available to the public (other than through a breach of this Agreement or by a third-party’s breach of a confidentiality covenant), (b) information made available by a third party who was under no legal duty of non-disclosure, (c) information already known to the Party, and (d) information independently developed by Purchaser without use of or access to Confidential Information.

- B. ACKNOWLEDGEMENTS: The Parties acknowledge and agree to the following:
- (i) The Parties are engaged in highly competitive and technical businesses, and success in this business requires the cooperation and interaction of employees with skills, knowledge and expertise in various specialized and technical areas; and
  - (ii) Performance of the duties herein may involve the discussion of valuable confidential and proprietary information, such as product development plans, techniques, protocols, formulations and other know-how.
- C. USE AND DISCLOSURE: The Parties agree that each has or will have access or knowledge of information and operations of the other Party that is proprietary in nature including, without limitation, Confidential Information and information concerning the relationships between the Parties and various individuals, entities, suppliers and client lists. The Parties will hold Confidential Information in strict confidence and exercise a reasonable degree of care to prevent disclosure to others. Confidential Information may only be used as necessary for the performance of the services involved with this Agreement. The Parties will not directly or indirectly disclose Confidential Information to any third party unless first authorized to do so by the other Party in writing. Upon termination of this Agreement, the Parties shall return or destroy any copies of Confidential Information to the owner. Additionally, each Party shall keep and maintain any PHI and PII in strict confidence in accordance with all applicable Federal and State laws.
- D. RETURN OF EVALUATION MATERIAL: The Parties agree that all Confidential Information is and shall remain the property of the owner. This Agreement shall not be construed as granting any license or title to any patent, copyright, trademark or other proprietary right owned or controlled by the Disclosing Party. The Parties agree that when the business activities contemplated have been concluded or terminated, or upon notice if earlier, the Recipient shall promptly return or destroy all copies of all Confidential Information in the possession of the Recipient, in whatever form such information may

exist, together with all copies of documents and other materials prepared on the basis of Confidential Information that was previously provided or made available to the Recipient. At the Disclosing Party's option, such information may be destroyed rather than returned if written certification of destruction is provided to the Disclosing Party.

- E. HIPAA AND 42 CFR PART 2: The Parties agree to abide by Federal laws, including the HIPAA Privacy Rule and Security Rule and by applicable State laws to maintain the privacy and confidentiality of protected health information of patients.
- F. LAWS AND REGULATIONS: The Parties will comply with all applicable provisions of the law and other valid rules and regulations of all governmental agencies. If any State of Federal law or regulation now existing, enacted, or promulgated after the Effective Date of this Agreement is interpreted by a judicial decision, regulatory agency, or a Party's legal counsel in a manner that indicate the Agreement may be in violation of such law or regulation, the Parties will immediately amend the Agreement as necessary or cease the services related to the violation.
- G. AUDITS, EVALUATIONS, AND INSPECTIONS: The Parties will cooperate and comply with any necessary audits, evaluations, and onsite inspections conducted by the U.S. Department of Health and Human Services, a State Department of Insurance, the Center for Consumer Information and Insurer Oversight, the Comptroller General, and all other governmental and accrediting agencies to which the Parties may be subject.
- H. Each Party agrees that the provisions in this Section III shall survive termination of this Agreement and shall inure to the benefit of the Parties, their successors and permitted assigns.

#### **IV. INDEMNIFICATION & LIMITATION OF LIABILITY**

- A. INDEMNIFICATION: Each Party solely is responsible for its own actions or omissions, and those of its officers, directors, employees, contractors, and agents, arising in connection with obligations created under the Agreement, including Thriveworks' clinicians' rendering of professional advice and/or treatment. Each Party shall hold the other, including its officers, directors, employees, agents, successors and assignees, and those of its affiliates, harmless from and against all third-party claims, liability, damages, and expenses, which may be incurred by the other Party and are the result of any negligent act or omission or intentional or willful misconduct, solely or primarily, of the indemnifying Party, or any of its employees, contractors and/or agents, in connection with the Agreement, except to the extent the indemnified Party contributed to causing the loss in question. The indemnification obligations provided herein will survive the termination of the Agreement.
- B. LIMITATION OF LIABILITY: With the exception of indemnification obligations, and breaches of Article III or Article V, neither Party or its affiliates, directors, officers,

employers, subcontractors or agents shall not have any liability (including without limitation, contract, negligence, and other tort liability) to the other Party for any loss of profits, opportunities or goodwill or any type of indirect or consequential damages in connection with this Agreement or the services rendered by Thriveworks.

- C. DAMAGE LIMITATION: With the exception of indemnification obligations and breaches of Article III or Article V, in no event shall the collective, aggregate liability (including without limitation, contract, negligence, and other tort liability) of either Party or its affiliates, directors, officers, employees, subcontractors or agents under this Agreement exceed the total amount of fees arising under this Agreement paid to Thriveworks by the Covered Lives during the twelve (12) months prior to the date on which the claim accrued.

## **V. INTELLECTUAL PROPERTY**

- A. OWNERSHIP: As between the Parties, intellectual property that either Party owned prior to execution of this Agreement or develops after, independently of this Agreement (collectively, “IP”) is that Party's separate property. It is not affected by this Agreement. Neither Party has any claims to or rights in such IP of the other Party.
- B. POST-TERMINATION RIGHTS: Following the effective date of termination of the Agreement all IP shall be returned to the owning Party or, at the owning Party’s option, such information may be destroyed rather than returned if written certification of destruction is provided to the owning Party.
- C. USE OF NAME AND TRADEMARKS: Each Party retains the right to control the use of its name, symbols, trademarks, and service marks presently existing or later established. Neither Party will use the other Party’s name, symbols, trademarks, nor service marks in advertising or promotional materials or otherwise without the prior written consent of that Party. All marketing materials must be approved by Thriveowkrs, including using Thriveworks trademarks and symbols. Thriveworks reserves the right to control, limit, and withdraw the aforementioned consent at any time.
- D. DEFEND TRADE SECRETS ACT OF 2016: Notwithstanding the nondisclosure obligations contained in this Agreement, nothing in this Agreement is intended to interfere with or discourage a good faith disclosure to any governmental entity related to a suspected violation of the law. Neither Party will be have criminal or civil liable under any federal or state trade secret law for the disclosure of a trade secret, or Confidential Information, that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Neither Party will not retaliate against the other in any way for a disclosure made in accordance with 18 U.S.C. Section 1833.

## **VI. MISCELLANEOUS**

- A. INDEPENDENT STATUS: The Parties acknowledge and agree that the Parties are independent contractors of each other. This Agreement does not create any partnership, joint venture, or agency relationship of any kind between the Parties. Neither Party is an employee or agent of the other. Neither Party has authority to bind the other or enter into any agreements or contracts on behalf of the other and shall not represent, either explicitly or implicitly, that it possesses any such authority. The Parties shall independently evaluate any feedback provided by the other, and independently decide whether to implement said feedback.
- B. INSURANCE: Neither Party will provide insurance coverage of any kind for the other or name the other as an additional insured on any of its insurance policies. Each Party shall maintain commercially reasonable coverage in consideration of its obligations herein.
- C. COMPLETE AGREEMENT: This Agreement and any attachments, amendments and addendums contains the entire understanding between the Parties and supersedes any prior written or oral agreements between them. This Agreement may not be modified or waived except by an amendment to this Agreement which is signed by both Parties.
- D. NON-SOLICITATION: Neither Party will directly solicit to any client (excluding Covered Lives), customer, employee or subcontractor of the other, unless expressly authorized in writing during the length of this Agreement and for twelve (12) months after the termination of this Agreement. Nothing in this Agreement, however, shall preclude either Party from making standard products or services developed by it available to the general public pursuant to its standard practices.
- E. SEVERABILITY: In the event any part of this Agreement is declared unenforceable, invalid, or illegal, the remaining parts will continue to be valid, legal and enforceable. The Parties will negotiate in good faith a mutually enforceable substitute for the unenforceable provision, which will be as consistent as possible with the original intent of the Parties.
- F. NO BENEFITS FOR THIRD PARTIES: This Agreement inures to the benefit of and is binding upon the Parties and their respective executors, administrators, heirs, assigns, and successors in interest. Nothing in this Agreement, express or implied, is intended to confer upon any Party, other than the Parties to this Agreement, any rights, remedies, obligations, or liabilities.
- G. ASSIGNMENT: Neither the Agreement nor any rights, powers, or duties hereunder may be assigned by either Party without the express written consent of the other Party, and any such unauthorized assignment shall be void; provided, however, that Thriveworks may assign this contract to any parent, subsidiary, affiliate, franchisee, managed practice entity, or successor entity without the consent of Township. Otherwise, if any such unauthorized assignment is attempted either Party shall have the power, at its election, to terminate the Agreement effective immediately upon the giving of notice to the other Party.
- H. WAIVER: Either Party's waiver of, or failure to exercise, any right contained in this Agreement, or Addendum, may not be deemed a waiver of any further or future right under this Agreement, or Addendum, unless such waiver is in writing and signed by an authorized representative of the non-breaching Party.



- I. FORCE MAJEURE: Neither Party shall be liable for its failure to perform any obligation under this Agreement due to Force Majeure Events which means: riots, war, earthquake, fire, acts of God, epidemics, pandemics, quarantines, acts of terrorism, governmental acts, embargoes or acts in compliance with any law or government regulation, except for violations of the confidentiality obligations under this Agreement. Any Party so prevented, hindered or delayed in its further performance due to a Force Majeure Event shall, as quickly as practicable under the circumstances, notify the Party to whom performance is due and describe at a reasonable level of detail the circumstances of the Force Majeure Event, the steps being taken to address such Force Majeure Event and the expected duration of such Force Majeure Event.
- J. NOTICE: The Parties consent to the use of email and other electronic notification mechanisms for communications including without limitation, the delivery of electronic notices. Any notice required by this Agreement must be in writing and sent via i) delivery service with proof of receipt, ii) certified mail return receipt requested, or iii) email using the below email addresses or other addresses provided in writing. Notices must be sent to the following addresses:
- To Thriveworks:     Thriveworks Administrative Services, LLC  
                              ATTN: Office of the General Counsel  
                              1000 Jefferson Street, Suite 2C  
                              Lynchburg, VA 24504  
                              legal@thriveworks.com
- To Township:         Joliet Township High School District 204  
                              300 Caterpillar Drive  
                              Joliet, IL 60436  
                              [abouey@jths.org]
- K. GOVERNING LAW: This Agreement is governed and enforced in accordance with the laws of the Commonwealth of Virginia, without effect to its conflict of laws provisions. The Parties acknowledges and agrees that the State and Federal courts located in the Commonwealth of Virginia shall be the exclusive forums for the resolution of disputes concerning this Agreement, and the Parties agree to submit to the jurisdiction of Virginia courts.
- L. RELEVANT EXHIBITS: The following documents are incorporated by reference and attached as Exhibits: N/A

**IN WITNESS WHEREOF**, the Parties execute this Agreement by their duly authorized representatives. Both Parties have read this Agreement in its entirety, had the opportunity to obtain the advice of legal counsel, and voluntarily agree to each of its terms.

Thriveworks Administrative Services, LLC

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Print Name

Title

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Signature

Date

Joliet Township High School District 204

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Print Name

Title

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Signature

Date