



DATE: December 7, 2023

MEMO TO: Gina Roberts, Chair
Finance Committee

FROM: Mary E. Kann
Director of Administration

RECOMMENDATION: Recommend approval of a Resolution awarding a three-year contract for mental health benefit services to Talkspace, LLC, and Talkspace Provider Network, PA in an annual amount of \$67,000.00.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: This item was budgeted for in FY2024, in account 19214000-701500 Miscellaneous Contractuals, in the amount of \$67,000.00.

BACKGROUND: Since the COVID-19 pandemic, mental health support has transitioned from a “nice-to-have” benefit to a true business imperative. As the work environment has changed, employees expect mentally healthy workplaces. This requires support in addition to that offered by the traditional Employee Assistance Program (EAP).

The Talkspace platform offers a comprehensive, multidisciplinary approach supporting individuals wherever they are in their mental health care journey. The platform provides access to self-guided programs and tools, counseling, and therapy. This plan will provide employees with intake assessments, personalized therapist matching, asynchronous therapy via text, audio, and video messaging, as well as live sessions. As a recent article on mental health stated, "You can have the most capable people in the world, but if they aren't healthy, they're not going to be able to deliver for you in the way they know they can at their very best". The Talkspace platform takes the District's support for mental health to the next level.

After its initial three-year term, the contract automatically renews unless notice of non-renewal is provided by either party. The attached resolution will authorize the Executive Director to provide notice of non-renewal if the Executive Director determines it is in the best interest of the District to do so.

REVIEW BY OTHERS: Manager of Board Operations, Director of Finance, Manager of Human Resources & Risk, Corporate Counsel.

PLATFORM SERVICES AGREEMENT

This Platform Services Agreement (“Agreement”) is made effective as of December 20, 2023 (the “Effective Date”), by and among Lake County Forest Preserve District, an Illinois non-profit corporation, located at 1899 W. Winchester Road Libertyville, Illinois 60048 USA on behalf of itself and any affiliate entities (“Lake County Forest Preserves”), Talkspace LLC, a Delaware limited liability company (“Talkspace LLC”), and Talkspace Provider Network, PA, a Texas professional association (“TPN” and together with Talkspace LLC “Talkspace”). Talkspace and Lake County Forest Preserves may be collectively referred to herein as the “Parties” and each may be individually referred to as a “Party”.

WHEREAS, Talkspace offers such unlimited asynchronous, end-to-end encrypted text, audio, and video messaging counseling, as well as scheduled, synchronous live video counseling sessions, from licensed therapists (“Therapy”);

WHEREAS, Talkspace also offers a membership for self-guided therapy services (“Self-Guided”, and together with Therapy, the “Services”);

WHEREAS, Talkspace has implemented administrative, physical, and technical data security controls required by state and federal law, including HIPAA, and the Services are delivered on the Talkspace secure and encrypted platform and mobile applications (together, the “Platform”);

WHEREAS, Talkspace LLC developed and maintains the Platform, and it provides the professional services contemplated under this Agreement through one or more professional entities affiliated with Talkspace pursuant to a Management Services Agreement with TPN; and

WHEREAS, Lake County Forest Preserves desires to offer the Services to its Eligible Population as fully and definitely described hereto and desires Talkspace to provide the Services via the Platform.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises, and undertakings herein and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS

1.1. Eligible Population. Eligible Population means the individuals Lake County Forest Preserves desires to offer the Services to, as described in detail in **Exhibit B: Talkspace Statement of Work**, that do not reside in any of the Blocked Countries (defined below).

1.2. Data Breach. Data Breach means an actual, confirmed theft, loss, or unauthorized access, use or disclosure of personally identifiable information including Personal Data (as defined in **Exhibit C: Data Protection**) under the control or in the possession of Talkspace, its affiliates or its third-party service providers, or resulting from their acts or omissions.

1.3. Go Live Date. Go Live Date means the date that the Platform becomes available to the Eligible Population to register as clients and initiates applicable charges as described in Section 2.6 of this Agreement, which is anticipated to occur on or within thirty (30) days of the Effective Date of this Agreement (“Go Live Date”). The Go Live Date will be a date that is mutually agreed upon by both Parties and will allow for an early or delayed Go Live Date by five (5) business days if needed, in addition to the required timing indicated in Section 2.5 of this Agreement for implementation to occur after the Effective Date of this Agreement; provided, however, that if such allowance results in the Go Live Date occurring outside of the calendar month originally agreed upon, then this Agreement shall be amended to reflect the actual Go Live Date and provide an updated Initial Term of the Agreement.

1.4. Eligible Population Form. The Eligible Population form means the method by which Lake County Forest Preserves will provide Talkspace with Eligible Population counts for primary billing purposes.

1.5. Licensed Provider. Licensed Provider means a therapist, counselor, social worker, psychologist or psychiatrist licensed by their state licensing board(s).

1.6. Blocked Countries. Blocked Countries include, without limitation, (i) any sanctioned countries identified by the Treasury Department Office of Foreign Asset Control (“OFAC”) and (ii) any countries which Talkspace, in its sole discretion, may determine poses a threat to its security, including but not limited to, Nigeria, Russia, Indonesia, Philippines, and Egypt.

2. STATEMENT OF PLATFORM SERVICES

2.1. Services Provided to Eligible Population. The specific Services to be provided to the Eligible Population during the Term of this Agreement are set forth on **Exhibit A: Services and Compensation** and an explanation of those specific Services and any other services or benefits agreed upon by the Parties shall be set forth on **Exhibit B: Talkspace Statement of Work**. During the Term, Talkspace's Licensed Providers shall be able to receive messages on the Platform from the Eligible Population twenty-four (24) hours a day. In providing the Services, Talkspace will abide by all state laws and regulations, federal law, and international laws and requirements, as applicable.

2.2. License Subject to this Agreement. Talkspace hereby grants Lake County Forest Preserves a limited, revocable, non-transferable and non-exclusive license to use the Platform and related services through one (1) a mutually agreed upon co-branded landing page configured according to the Talkspace guidelines and approval, and, in accordance with the terms of this Agreement. Lake County Forest Preserves agrees not to: store, copy, reproduce, republish, modify, upload, post translate, scrape, rent, lease, loan, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reverse assemble, decipher or otherwise attempt to discover any programming code or any source code used in or with the Talkspace application or website or otherwise distribute in any way the information other than as specifically permitted in this Agreement and understand that all of the Eligible Population (as defined) who register as clients on Talkspace will agree to the current Talkspace Terms of Use Agreement and Privacy Policy which can be found on the Talkspace website.

2.3. Licensed Providers; Matching Service.

2.3.1. Licensed Providers. Licensed Providers undergo an extensive evaluation and review to meet important healthcare requirements and are closely monitored and evaluated for their performance. All Licensed Providers have been carefully vetted and trained according to applicable law and Talkspace standards. Without limiting the foregoing, each Licensed Provider shall have and maintain during the term of this Agreement all applicable professional licenses required to provide the Services described herein in the manner contemplated by this Agreement.

2.3.2. Matching Service. Talkspace shall use its proprietary algorithm to match a Licensed Provider to provide the Services to the Eligible Population and shall manage and coordinate administrative functions related to the Services rendered to the Eligible Population pursuant to this Agreement, its Addenda, and Amendments. The Services will be rendered in compliance with all applicable laws and based on US time zones.

2.4. Platform Updates. Talkspace reserves the right, in its sole discretion, to modify or replace any part of its Platform at any time, effective upon the date of the change, so long as doing so will not materially decrease or change the functionality of the Platform that exists at the Effective Date. In the event of any such change, Talkspace will post a notice on the Platform and on the Lake County Forest Preserves landing page that Talkspace has implemented changes. Talkspace may offer new services and/or features through the Platform (including the release of new tools and resources). For the avoidance of doubt, such new features and/or services shall be subject to the terms and conditions of this Agreement.

2.5. Implementation. It is expected that the implementation period between the Parties will take approximately two (2) to four (4) weeks (standard services). During implementation, Lake County Forest Preserves and Talkspace will have regular and frequent email communication and hold meetings/conference calls to prepare for launch as detailed in **Exhibit B: Talkspace Statement of Work**. Talkspace and Lake County Forest Preserves agree to designate appropriate resources and points of contact to effectively make decisions necessary for a successful implementation.

During the implementation period, the Eligible Population form link will be unique to Lake County Forest Preserves and will be provided by Talkspace. Lake County Forest Preserves will submit an initial Eligible Population count and thereafter a minimum semi-annual basis (in February and August each year) and on an ad hoc basis in the event a change in Eligible Population occurs that is +/-10%. The updated Eligible Population count must be submitted by the 20th of the month to take effect for the month by which it is submitted, the count will not be prorated based on the date received. Eligible Population counts will be accepted no more than once a month. The various methods in which Talkspace will verify the Eligible Population are set forth in **Exhibit B: Talkspace Statement of Work** and will be discussed during the implementation period. Lake County Forest Preserves will confirm its chosen verification method with Talkspace prior to the Go Live Date.

2.6. Fees; Payment.

2.6.1. Fees. Lake County Forest Preserves agrees to pay Talkspace the fees (“Fees”) set forth in **Exhibit A: Services and Compensation** for the Initial Term. Fees shall be subject to increase for any Renewal Term. Notwithstanding the foregoing, the Parties acknowledge and agree that, during the Initial Term, if market conditions so require, Talkspace may propose an increase in Fees (“Increase Proposal”). If an Increase Proposal is made, the Parties shall negotiate the terms of such Increase Proposal in good faith. For the avoidance of doubt, Lake County Forest Preserves is not required to accept the Increase Proposal and, pursuant to Section 3.3 below, may terminate this Agreement if Talkspace does not agree to withdraw the Increase Proposal upon Lake County Forest Preserves’s rejection.

2.6.2. Payment. Talkspace shall invoice Lake County Forest Preserves for all Fees in accordance with the invoicing schedule and requirements set forth in **Exhibit A: Services and Compensation**. Lake County Forest Preserves agrees to pay Talkspace within thirty (30) days after receipt of the invoice via direct payment methodology (ACH is preferred). Lake County Forest Preserves shall have the right to reasonably, and in good faith, dispute any invoice or any portion of any invoice claimed by Talkspace as due and payable provided that Lake County Forest Preserves timely pays any undisputed portion of the amount, due and payable.

2.7 Reporting. Talkspace will provide Lake County Forest Preserves with Talkspace standard usage metrics as detailed in **Exhibit B: Talkspace Statement of Work**. All reporting is based on a calendar year. All data provided by Talkspace is de-identified.

2.8 TPN. Talkspace LLC and TPN shall be jointly and severally bound with one another with respect to the fulfillment of all the terms and conditions of this Agreement, including all obligations.

2.9 Representations and Warranties. Talkspace represents and warrants that (i) Licensed Providers are licensed in the state(s) or jurisdiction(s) where the recipient(s) of services are located, or as required by the jurisdiction in which the recipient(s) of services are located; (ii) the Platform delivered under this Agreement will operate substantially in conformity with its applicable documentation; (iii) such documentation accurately and completely reflects all features and functions of the Platform; (iv) it shall comply with all applicable federal, state and local laws, rules, and regulations when performing its obligations under this Agreement; (v) it uses commercially reasonable measures to ensure the Platform, landing pages, Services and related services and data, and other materials provided hereunder, do not contain, and will not transmit to Lake County Forest Preserves or its systems, any viruses, Trojan horses, timebombs, or any other code, programs or mechanisms that disrupt, modify, delete, harm, or otherwise impede the operation of computer systems; (vi) it shall provide and complete the services hereunder diligently, in a competent and professional manner and in accordance with all requirements and any time frames set forth in Exhibit B; (ii) all Talkspace personnel and Licensed Providers have the proper skill and training to perform the services and Services.

3. TERMS AND TERMINATION

3.1. Initial Term. The Initial Term for the Services begins on the Go Live Date and extends for thirty-six (36) months through the last date of the thirty-six (36th) month (the “Initial Term”).

3.2. Renewal. After the completion of the Initial Term the Agreement will automatically renew for additional successive twelve (12) month periods unless a Party provides written notice of nonrenewal at least sixty (60) days prior to the end of the then-current term (each a “Renewal Term” and together with the Initial Term, the “Term”), or unless sooner terminated pursuant to Section 3.3 below. If the Term is renewed for any Renewal Term pursuant to this Section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to the Fee increases described in Section 2.6.1 above. If a Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.

3.3. Termination for Cause. Each Party may terminate this Agreement for cause (defined as a material breach of this Agreement or a failure of the Parties to agree on the terms of the Increase Proposal as set forth in Section 2.6.1 of this Agreement), at any time, after providing ten (10) calendar days’ advance written notice to the other Parties. Such notice must be provided in accordance with Section 9.9.

4. INSURANCE

During the term of this Agreement, Talkspace shall maintain general liability, professional liability, cyber security and workers’ compensation insurance as outlined in the linked [Insurance Summary](#). Talkspace shall either provide or require its providers, employees and independent contractors to maintain professional liability insurance at least at the minimum levels required by applicable law. All Licensed Providers are required by the Provider Contracts with Talkspace to carry malpractice insurance at a minimum of \$1,000,000 per occurrence and \$3,000,000 aggregate, which is verified as part of their Platform Network credentialing process.

5. LIABILITY

5.1. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, in no event shall a Party be liable to any other Party for any claim for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages including lost profits, anticipated savings or revenues arising out of, relating to, or in connection with any breach of this Agreement, whether based on contract, tort (including negligence) or otherwise and regardless of whether (i) such damages were foreseeable; and (ii) whether or not it was advised of the possibility of such damages.

5.2. No Party’s aggregate, out-of-pocket liability arising out of or related to the Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, shall exceed 100% of the Fees paid to Talkspace pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the claim.

5.3. Talkspace's aggregate liability to Lake County Forest Preserves in respect of any one event or series of connected events covered by the insurance policies referenced in Section 4 above shall not exceed the amount recoverable by Talkspace under the applicable insurance policies.

6. INDEMNIFICATION

6.1. Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Parties and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (the "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and costs, incurred by the Indemnified Party or awarded against the Indemnified Party in a final non-appealable judgment (collectively, "Losses"), relating to, arising out of or resulting from any claim of a third party arising out of or occurring in connection with: (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the Indemnifying Party's willful, fraudulent or grossly negligent acts or omissions; or (b) the Indemnifying Party's negligence, willful misconduct, or material breach of this Agreement, including but not limited to material breach of any representation or warranty made by the Indemnifying Party in this Agreement.

6.2. The indemnified party shall (i) timely notify the indemnifying party in writing of any claim; provided, however, that the failure to provide such notice shall not relieve the indemnifying party of its indemnification obligations hereunder, except to the extent of any material prejudice as a direct result of such failure; and (ii) reasonably cooperate in the defense, at the indemnifying party's sole cost and expense. The indemnified party may appear (at the indemnified party's own expense) through counsel of its own choosing. The indemnifying party will have the right to fully control the defense or settlement in any case not involving equitable relief, FINRA or other regulatory agencies or criminal liability; provided, however, that the indemnifying party shall not enter into any settlement or compromise of any such claim in the event such settlement or compromise imposes any liability or obligation on the indemnified party without the indemnified party's prior written consent.

7. RELATIONSHIP OF THE PARTIES

7.1. Independent Contractor Status. The Parties acknowledge and agree that they are independent contractors to each other. This Agreement does not create any partnership, joint venture, or agency relationship of any kind between the Parties. Talkspace is not an employee or agent of Lake County Forest Preserves. Talkspace is entirely and solely responsible for Talkspace's actions while engaged in the performance of Talkspace Services under this Agreement. No Party has the authority to bind any other Party or enter into any agreements or contracts on behalf of such other Party. The Parties shall not represent, either explicitly or implicitly, that it possesses any such authority.

7.2. Intellectual Property. The Parties each retain the right to control the use of its "Intellectual Property" including, but not limited to proprietary software, name, symbols, trademarks, and

service marks presently existing or later established. No Party will use any other Party's Intellectual Property in advertising in non-member promotional materials or otherwise without the prior written consent of that Party, not to be unreasonably withheld. The Parties understand and agree that all repackaging, reuse or distribution of the Talkspace Intellectual Property, Talkspace Services, Talkspace Platform Talkspace landing page(s) or Talkspace data studies, promotional material or training material shall contain the Talkspace logo and branding as presented to Lake County Forest Preserves. Any Talkspace marketing material, promotional material or other distributed materials that are derived or modified by either Party shall properly attribute the material to the source Party by logo, branding or other mutually acceptable attribution. Notwithstanding the above, Talkspace agrees that Lake County Forest Preserves may use Talkspace's name, identifying marks, and descriptive information in directories, on the Lake County Forest Preserves website, and in other materials and marketing literature of Lake County Forest Preserves. Lake County Forest Preserves agrees that Talkspace may use Lake County Forest Preserves's name in materials to identify the Services utilized by Lake County Forest Preserves. Nothing in this Agreement contemplates a transfer of any Intellectual Property between the Parties.

7.3. Rules of Engagement.

7.3.1. Employee Non-solicitation. No Party shall solicit any employee of any other Party working on the purpose hereunder to leave the employment of such Party during the term of this Agreement (including any extension) and for a period of one (1) year thereafter; provided, however, that nothing in this Section shall prohibit any employee of either Party from: (a) responding to generalized job postings with the other Party on his or her own initiative; or (b) pursuing employment opportunities with the other Party on his or her own initiative.

7.3.2. Exclusivity. In regards to the purpose stated hereunder, the Parties agree that this Agreement and the Services are of a non-exclusive nature and will not limit the ability of the Parties to negotiate similar offerings with other third parties.

8. CONFIDENTIALITY, PRIVACY AND SECURITY

8.1. Confidentiality.

8.1.1. Confidential Information. Neither Party, except as required by law or court or governmental agency, shall divulge, furnish or make available to any third party, without the other Party's prior written consent, any confidential or proprietary information of or concerning the other Party ("Confidential Information") or use or copy the Confidential Information except to the limited extent necessary to perform its obligations or exercise of its rights 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. The obligations in this Section shall, with respect to each disclosure of Confidential Information, apply for a period of 5 (five) years from its first disclosure, provided, however, that trade secrets shall be protected until they are no longer trade secrets under applicable law.

8.1.2. Return or Destruction of Confidential Information. Talkspace may retain the other Party's information for (i) as long as it believes necessary; (ii) as long as necessary to comply with its legal obligations, resolve disputes, and/or enforce agreements; or (iii) as long as needed to provide you with its Services. Talkspace may dispose of or delete any such information at any time, except as set forth in any other agreement or document executed by or as required by law.

8.1.3. Additional Obligations. The Parties shall not disclose any Confidential Information to any person or entity other than to its employees, consultants or agents who have a need to know the Confidential Information in order to perform its obligations or exercise its rights under this Agreement or as otherwise expressly permitted by this Agreement. The Parties shall use the same measures that each Party uses to protect its own most confidential and proprietary information to protect the Confidential Information from use or disclosure in violation of this Agreement, but in no event less than commercially reasonable measures. Each Party is liable and responsible for any use or disclosure of Confidential Information that would constitute a breach of this Section by any person or entity to whom or which it provides, or provides with access to, any Confidential Information, as if done by the other Party.

8.2. HIPAA. Talkspace agrees to abide by and implement all HIPAA and 42 CFR Part 2 regulations and their requirements. To the extent Talkspace prepares, maintains, uses, or discloses protected health information or other administrative records with respect to Lake County Forest Preserves or the Eligible Population, it shall do so in accordance with all applicable laws, rules and regulations. As applicable, Talkspace represents and warrants that it shall obtain all required approvals and consent to allow Talkspace to disclose protected health information to Lake County Forest Preserves. Such records must be and will remain the property of Talkspace, and must be retained for the applicable time period dictated by the state, national or international jurisdiction, which is typically seven (7) to ten (10) years from the age of majority unless the record owner can legally ask for deletion under applicable data privacy regulations.

8.3. Security. Talkspace follows rigorous security protocols to assure the privacy of its users and of the Eligible Population. Talkspace hereby represents that the security standards detailed in the linked [Security Whitepaper](#) will be the minimum standards employed when providing Talkspace Services to the Eligible Population.

8.4. Personal Data. The Parties acknowledge and agree that to the extent any Personal Data (as defined in **Exhibit C: Data Protection**) is shared between the Parties, the Parties act as

independent Controllers (as defined in **Exhibit C: Data Protection**) and each Process such Personal Data in accordance with **Exhibit C: Data Protection**.

9. MISCELLANEOUS

9.1. Publicity. During the Term of this Agreement, Lake County Forest Preserves hereby grants Talkspace a non-exclusive, non-transferrable, non-sublicensable, and royalty-free license to use and reproduce Lake County Forest Preserves's name, logos, and trademarks on Talkspace's customer lists, advertising, and website. The Parties agree to cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this Agreement and the relationship between the Parties.

9.2. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9.3. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action, proceeding, or dispute arising out of or relating to this Agreement, or the transactions contemplated hereby shall be instituted in the Delaware Court of Chancery or, if such Court does not have subject matter jurisdiction, to the Superior Court of the State of Delaware or, if jurisdiction is vested exclusively in the Federal courts of the United States, the Federal courts of the United States sitting in the State of Delaware.

9.4. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.5. Assignment. No Party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Talkspace may assign its rights or delegate its obligations, in whole or in part, without such consent, to one or more of its subsidiaries, affiliates, or any entity managed by Talkspace, and either Party may assign its rights or delegate its obligations, without such consent and upon thirty (30)

days written notice to the other Parties, to an entity that acquires all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder unless the non-assigning or non-delegating Party enters into a novation releasing the assigning or delegating Party of its obligation under the Agreement.

9.6. Disclaimer. The Talkspace services are provided to Lake County Forest Preserves and the Eligible Population with all terms and limitations present on the Talkspace Platform at the time of each of the Eligible Population's initial account creation. The Talkspace.com site and mobile application services are presented to Lake County Forest Preserves "As Is," "as available," "with all faults" and without any warranty of any kind, express or implied. To the fullest extent permissible under applicable law, Talkspace's Licensed Providers disclaim all warranties of any kind, either express or implied, including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Without limiting the foregoing, neither Talkspace nor its Licensed Providers warrant that access to the Platform or landing page, the materials and/or the services available through the Platform or landing page will be uninterrupted or error-free, or that defects, if any, will be corrected. Except as otherwise provided herein, neither Talkspace nor its Licensed Providers make any representations: (i) about the accuracy, reliability, currency, quality, completeness, usefulness, performance, security, legality or suitability of the offered services through the Platform or landing page access and (ii) that the services or the materials or the Platform or landing page are appropriate or available for use in all geographic locations.

9.7. Survival. All representations and warranties made in this Agreement, and other sections contained herein that by its nature should survive termination or expiration of this Agreement are intended to be observed and performed after the termination.

9.8. Compliance with Law. Each Party shall at all times comply with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to this Agreement and its performance hereunder, except to the extent that failure to comply would not, in the aggregate, have a material adverse effect on its ability to comply with its obligations under this Agreement.

9.9. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement will be effective only if given in writing and sent via delivery service with proof of receipt, email with return receipt requested, certified mail return receipt requested, or hand delivery. Notices must be sent to the following addresses:

To Lake County Forest Preserves:

Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, IL 60048
ATTN: Legal Department

To Talkspace:

Talkspace LLC
2578 Broadway # 607
New York, NY 10025
ATTN: Legal Department

With an electronic copy sent to:
legal@talkspace.com

9.10. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the complete and sole agreement between the Parties regarding the subject hereof, and supersedes any and all prior or currently existing oral or written communications, proposals, or contracts between Lake County Forest Preserves and Talkspace. The execution of this Agreement will supersede any existing agreements for the subject matter contained in this Agreement, between Lake County Forest Preserves and Talkspace, effective as of the date of the final signature below.

9.11. Amendment and Modification. No changes, modifications or amendments to this Agreement will be binding upon the Parties unless in writing and signed by the Parties.

9.12. Counterparts. This Agreement may be executed in one or more counterparts, whether by facsimile, electronic signature (including portable document format) or similar, each of which shall be deemed original and shall be considered part of the Agreement.

9.13. Force Majeure. No Party shall be liable or responsible to the other Parties, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Parties hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) government order or law; (v) action by any governmental authority; (vi) national or regional emergency; (vii) epidemic, pandemic, or quarantine; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbances. The Party suffering a Force Majeure Event shall give notice within two (2) business days of the Force Majeure Event to the other Parties, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned Parties have executed this Platform Services Agreement.

Lake County Forest Preserve District

Talkspace LLC

By:

By:

Name:

Name: John Reilly

Title:

Title: Chief Legal Officer and EVP,
Government Relations

Date:

Date:

Talkspace Provider Network, PA

By:

Name: John Reilly

Title: Authorized signatory

Date:

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EXHIBIT A: SERVICES AND COMPENSATION

Pricing:

The Parties agree an annual minimum fee to be billed monthly for all Lake County Forest Preserves’s Eligible Population as detailed in **Exhibit B: Talkspace Statement of Work**. Talkspace will provide Lake County Forest Preserves its Unlimited Messaging Therapy + 1 Live Video Session™, and Self-Guided Services at the cost outlined below:

Unlimited Messaging Therapy + 1 Live Video Session™ + Talkspace Self-Guided Membership	Initial Term: \$5,583.33 per month, which is 1/12 of the Talkspace minimum annual fee of \$67,000.00
Additional Fees	Additional fees may apply to any custom requests beyond the standard Services and only with client approval.

Invoice:

Talkspace will submit invoices by the fifteenth day of the month for Services provided in the previous month based on the Eligible Population as of the 20th day of that month. Talkspace reserves the right to reconcile and charge retroactively for any uncharged counts.

EXHIBIT B: TALKSPACE STATEMENT OF WORK

General Talkspace Service and Product parameters:

- Talkspace standard, proprietary, HIPAA-compliant Platform is used to deliver all services. The defined user experience is developed, owned and determined by Talkspace.
- One dedicated Talkspace URL and co-branded Welcome page is assigned to support the Lake County Forest Preserves program and all of the locations, employers, organizations, subsidiaries, etc.
- The Talkspace Platform includes ongoing enhancements through standard product releases.
- Talkspace credentialed (using NCQA standards and NCQA certified CVO) provider network used.
- Talkspace messaging therapy services are delivered with unlimited, asynchronous text, audio and video messaging. Live, scheduled video therapy is also included.
- Talkspace use of census by state and country (when applicable) for initial network determination and ongoing capacity management, required prior to or as part of implementation.

Lake County Forest Preserves Responsibilities:

- Submission of accurate and complete Talkspace requested account information no less than thirty (30) days prior to initial launch.
- Provide state and country (when applicable) level census sixty (60) days prior to launch.
- Provide team resources for implementation and ongoing services.
- Establish and execute member communication strategy.
- Describe additional resources (wellness programs, EAP, onsite clinics, etc.) or events (health fairs, open enrollment, etc.) available to eligible users that may contribute to referral and communication strategy.
- Establish and work towards mutually agreeable target utilization ranges.
- Participate in recurring leadership-level strategy and planning meetings.

Talkspace Standard Services Description
Therapy Services Overview
<ul style="list-style-type: none"> ● Available to eligible users as defined and agreed upon and described in the Eligibility Overview section ● Scheduled live 30 minute video therapy sessions at a frequency of one Live Video Session per month ● Live, complimentary “Intro Video Session” (up to 10 min) included for each member ● The Talkspace Platform and support services are delivered in English; therapy may be offered in other languages based on provider availability ● Therapy Services are individual, one-on-one services and do not include couples or family services

<ul style="list-style-type: none"> ● Crisis support hotline available 24/7 through ProtoCall ● Talkspace provider availability on the Platform is based on US time zones
Access to Self-Guided
<ul style="list-style-type: none"> ● Access to the premium level of the Self-Guided app for the Eligible Population ● Validation for Self-Guided will be the same as validation method for Talkspace ● Self-Guided is only available as a downloaded app (no website access) ● Self-Guided reporting metrics are designed to provide pertinent data related to engagement and usage ● Self-Guided is only available in English
Implementation
<ul style="list-style-type: none"> ● Talkspace account management and professional services team support implementation ● Standard implementation (for initial launch) is typically two to four weeks after contract execution; non-standard requests may impact timeline and require a revised <i>or</i> amended SOW/legal document and cost impact analysis estimate ● Talkspace provides a draft implementation plan based on agreed upon initial go-live date ● box.com (HIPAA-compliant) folder established for file and material exchange ● Talkspace standard Welcome Page Configuration, Standard File Templates (when applicable), Communication Portal/Materials, and Report Samples provided ● Overall readiness testing conducted by Talkspace according to Talkspace timeline and protocol(s)
Eligibility Overview
<ul style="list-style-type: none"> ● Available to eligible population as defined by Lake County Forest Preserves: ● Eligible Population means all: <ul style="list-style-type: none"> ○ Core: Full-Time Employees; Part-time employees; ○ Secondary: Dependents ○ Age minimum: 13+ ○ Residency: U.S. Residents
Web Configurability
<ul style="list-style-type: none"> ● Lake County Forest Preserves utilizes the Talkspace standard, co-branded, member-facing Welcome page ● Standard Welcome Page configurability includes Talkspace approved: limited custom Welcome Page text, placement of Lake County Forest Preserves logo, and limited disclaimer/legal footer language

- Talkspace standard, proprietary, HIPAA-compliant Platform is used to deliver all services. The defined user experience is developed, owned and determined by Talkspace

Services Set Up and Eligibility Validation

Eligibility Validation

- Talkspace **verifies eligibility** of the defined eligible population based on **one** of the following methods; validation method will be impacted by the eligible population defined and will be finalized as part of implementation:
 - The user's email domain (employee@company.com)
 - Up to five (5) domains
 - The user's email address
 - A predefined keyword or organization name
- When a predefined keyword or organization name is used for eligibility for Talkspace Services, the following guidelines apply:
 - Up to 5 alternative or alias names can be submitted for Lake County Forest Preserves
 - Alternative/Alias names must be a unique combination of six or more alphanumeric characters
- Talkspace may decline any proposed Alternative/Alias names

Outcomes & Measurement

- Talkspace standard, condition-specific, clinical scales used for (baseline and follow-ups) are incorporated into the service and user experience (e.g. including, but not limited to: GAD, PHQ, DAS, EAT, AUDIT)
- Talkspace standard user satisfaction survey delivered to all participants

Marketing and Communications

- An annual Eligible Population communications program is developed
- Lake County Forest Preserves executes launch communications plan within 30-60 days of service availability.
- Recommended launch plan incorporates a minimum of one inbound communication channel (ex: intranet, support line, HR office, etc.) and one outbound communication channel (ex: email, direct mail, social post, poster, etc.).
- Lake County Forest Preserves will have ongoing access to multimedia creative files and templates within the Talkspace communications portal.
 - Lake County Forest Preserves may add a custom logo or plan details to files, when relevant.
 - Costs related to printing and shipping portal files will be out-of-pocket expenses assumed by Lake County Forest Preserves.
- Any new creative materials designed by Lake County Forest Preserves will reflect Talkspace brand guidelines provided in the client toolkit.

<ul style="list-style-type: none"> ○ Talkspace may ask Lake County Forest Preserves to review newly designed materials to ensure Talkspace brand and product description accuracy. ● Lake County Forest Preserves understands that members of the Eligible Population may be exposed to Talkspace’s national advertising campaign across TV, out-of-home, direct mail, podcast/radio and social media. ● Talkspace reserves the right to use Lake County Forest Preserves's logo on its website and marketing materials as a client example. Talkspace reserves the right to develop a Lake County Forest Preserves case study based on population usage of Talkspace and to use said case study on its website and marketing materials. Information will be limited to Lake County Forest Preserves's name, registration, utilization, outcomes, and satisfaction score-level data at the population level.
<p>Customer Service & Technical Support</p>
<ul style="list-style-type: none"> ● Dedicated Talkspace enterprise email support for technical and Platform related inquiries ● Talkspace email support response within one business day ● Customer support provides coverage seven (7) days a week, from 9am - 7pm EST during the week, and 9am - 5:30pm EST during the weekend <ul style="list-style-type: none"> ○ Support staff may be reduced on Talkspace observed holidays (list of holidays will be provided upon request)
<p>Therapy Network</p>
<ul style="list-style-type: none"> ● Licensed Providers are credentialed according to NCQA guidelines ● Licensed Providers are licensed in the state of residence for the user ● Talkspace evaluates and determines network capacity on a continual basis
<p>Training/Webinars</p>
<ul style="list-style-type: none"> ● Access to up to four (4) annual Talkspace curated webinars designed to increase mental health awareness and reduce stigma (one per quarter and public to all enterprise clients) ● Access to Talkspace recorded demo video(s) highlighting the user experience ● Access to clinical content videos on mental health specific subjects (i.e., managing stress at work) ● Additional training requests will incur additional fees
<p>Reporting</p>
<ul style="list-style-type: none"> ● Reports are delivered to the Lake County Forest Preserves via a single, secure, HIPAA compliant box.com folder as defined by Talkspace ● Reports do not include PHI ● Minimum user thresholds driven by confidentiality and data validity

- One report provided per client; multiple reports (divisions, locations, etc.) are considered non-standard and may incur additional costs.

Talkspace Report Package:

- Monthly Registration Counts:
Monthly registration counts support Lake County Forest Preserves’s ongoing monitoring of Talkspace usage and impacts of marketing efforts
 - Monthly registration reports are automated and posted to a Lake County Forest Preserves specific box.com folder
 - Monthly reports are posted no later than the 10th of the following month
- Quarterly Talkspace Metrics (all groups included on one report to Lake County Forest Preserves):
 - Talkspace aggregate Quarterly reports are designed to provide relevant data and outcomes (e.g. registration information, network availability, engagement, presenting issues, outcomes improvement and satisfaction data) Quarterly reports are posted to Lake County Forest Preserves specific box.com folder within 30 days following the end of the reporting period
 - Outcomes data requires 30+ users completing a baseline and one or more follow ups since the beginning of the partnership
 - Satisfaction data requires 30+ survey responses since the beginning of the partnership

Account Management & Customer Success Services

- Talkspace values our customer partnerships and dedicates resources towards resolving issues quickly, providing clarification when needed about data, services or our processes, updating partners on Platform enhancements and new products and developing trusted relationships as a foundation of our business.
 - A Talkspace dedicated email box has been created exclusively for our key stakeholders and is monitored and staffed by a core team of specialists who are subject matter experts in how our Platform and services work.
 - Our service level expectation that inquiries will receive a response within one business day.
 - Our core team of specialists also have direct oversight of any questions or issues experienced by Lake County Forest Preserves’s population.

EXHIBIT C: DATA PROTECTION

1. **Definitions.** For the purposes of this Agreement, the following expressions have the following meanings unless the context requires otherwise:

- 1.1. Applicable Data Protection Laws. Applicable Data Protection Laws means (a) the General Data Protection Regulation 2016/679 (the “GDPR”); (b) the Privacy and Electronic Communications Directive 2002/58/EC; (c) the UK Data Protection Act 2018 (“DPA”), the UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, and the Privacy and Electronic Communications Regulations 2003 (“UK GDPR”); and (d) any relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument which implements any of the above or which otherwise relates to data protection, privacy or the use of Personal Data, in each case as applicable and in force from time to time, and as amended, consolidated, re-enacted or replaced from time to time.

- 1.2. Controller to Controller Clauses. Controller to Controller Clauses means (i) in respect of transfers of Personal Data subject to the GDPR, the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021, specifically including Module 1 (Controller to Controller); and (ii) in respect of transfers of Personal Data subject to the UK GDPR, the standard contractual clauses for the transfer of Personal Data to data controllers established in third countries set out in the Commission Decision of 5 February 2010, or any equivalent clauses issued by the relevant competent authority of the UK, in each case as amended, updated or replaced from time to time.

- 1.3. Data Processor, Data Subject, Controller, Process, Processor, Processed or Processing shall each have the meaning as set out in Applicable Data Protection Laws.

- 1.4. Personal Data. Personal Data means any information that: (i) identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household; or (ii) relates to an identified or identifiable natural person; an identifiable natural person, is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to the physical, physiological, mental, economic, cultural or social identity of that natural person.

- 1.5. Regulator. Regulator means any ministry, authority, agency or institution that may, from time to time, regulate, supervise and/or otherwise exercise state authority in relation to a Party and includes any data protection supervisory authority which has jurisdiction over the Parties’ Processing of Personal Data, and any competent regulatory, prosecuting, tax or government authority in any jurisdiction.

- 1.6. Third Countries. Third Countries means (i) in relation to Personal Data transfers subject to the GDPR, any country outside of the scope of the data protection laws of the European Economic Area, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time; and (ii) in relation to Personal Data

transfers subject to the UK GDPR, any country outside of the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time to time.

2. Controller Clauses

2.1. The Parties agrees that Talkspace is a Controller of all Personal Data (as defined under Applicable Data Protection Laws) which is submitted by Lake County Forest Preserves's Eligible Population to Talkspace pursuant to this Agreement, including all Personal Data processed via the Platform and in the course of using the Services.

2.2. Where Talkspace acts as a Controller in respect of Personal Data processed pursuant to this Agreement, the nature and purpose of Processing, the subject matter, type of Personal Data processed and the recipients are as set out in the Talkspace [Privacy Policy](#). The duration of the Processing is set out at Clause 3 of this Agreement and the categories of data subject are Lake County Forest Preserves's Eligible Population. If necessary, the frequency of any Personal Data being transferred between the Parties is on a continuous basis for the duration of the Processing as set out at Clause 3, and the period for which the Personal Data is retained is set out in the Talkspace [Privacy Policy](#), unless otherwise deleted earlier (e.g. on termination of this Agreement in accordance with Clause 3, on a valid request by a Data Subject, or as required by applicable law).

2.3. Talkspace warrants that it shall:

2.3.1. provide the Talkspace [Privacy Policy](#) set out at <https://www.talkspace.com/public/privacy-policy> to Lake County Forest Preserves's Eligible Population via the landing page to enable Lake County Forest Preserves's Eligible Population to review the Talkspace Privacy Policy prior to completing the Talkspace onboarding procedure and using the Services;

2.3.2. only use the Personal Data of Lake County Forest Preserves's Eligible Population in accordance with the Talkspace Privacy Policy and the terms of this Agreement;

2.3.3. not disclose, transfer or otherwise make available Personal Data in exchange for monetary or other valuable consideration to any third parties and not combine the Personal Data with any other identifiable information it collects from another client or individual;

2.3.4. ensure that personnel authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

2.3.5. implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of the processing as further set out at Clause 8.3;

2.3.6. handle and address any data subject or regulator requests or complaints from Lake County Forest Preserves's Eligible Population in accordance with applicable law; and

2.3.7. promptly notify Lake County Forest Preserves in writing upon becoming aware of any Data Breach and the steps it has taken to remedy it, including providing details of whether Talkspace will notify any regulators.

2.4. To the extent that Talkspace shall provide any Personal Data of Lake County Forest Preserves's Eligible Population to Lake County Forest Preserves and Lake County Forest Preserves shall process such Personal Data in a Third Country: (i) Talkspace shall comply with the data exporter's obligations; and (ii) Lake County Forest Preserves shall comply with the data importer's obligations set out in the Controller to Controller Clauses which are hereby incorporated into and form part of this Agreement and: (i) for the purposes of Annex I.A (*List of Parties*) of such Controller to Controller Clauses the information of Exhibit D shall apply; (ii) for the purposes of Annex I.B (*Description of Transfer*), the Data Subjects, purpose of transfer, categories of Personal Data, recipients, categories of sensitive personal data, the frequency of the transfer, nature of the Processing, and the period or criteria for which Personal Data will be retained shall be those described in Section 1.2 of this Exhibit C; (iii) for the purposes of Annex I.C (*Competent Supervisory Authority*), the Irish Data Protection Commissioner shall be deemed the competent supervisory authority in accordance with clause 13 of the Controller to Controller Clauses; (iv) for the purposes of Annex II, the technical and organizational security measures in Lake County Forest Preserves's relevant information security documentation from time to time shall apply which shall include the measures set out in Exhibit E; (v) for the purposes of clause 11(a) of the Controller to Controller Clauses the optional wording in relation to independent dispute resolution is deemed to be excluded, (vi) for the purposes of clause 13(a) Option 2 is deemed to be selected; (vii) for the purposes of clause 17 the governing law shall be Laws of the Republic of Ireland (for EU) and the Laws of England & Wales (UK); and (viii) for the purposes of clause 18 the competent courts shall be Ireland (EU) and England & Wales (UK).

EXHIBIT D: LIST OF PARTIES (CONTROLLER TO CONTROLLER CLAUSES)

Data exporter:

Name: Talkspace LLC

Address: 2578 Broadway #607, New York, NY 10025

Contact person's name, position, and contact details: Mary Potter, Chief Privacy Officer and Chief Information Security Officer, mary.potter@talkspace.com

Activities relevant to the data transferred under these Clauses: As set out in **Exhibit C: Data Protection**.

Signature and date:

Role (controller/processor): Controller and Processor

Data importer(s):

Name: Lake County Forest Preserve District

Address: 1899 W. Winchester Road Libertyville, Illinois 60048 USA

Contact person's name, position, and contact details:

Activities relevant to the data transferred under these Clauses: As set out in **Exhibit C: Data Protection**.

Signature and date:

Role (controller/processor): Controller

EXHIBIT E: TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

Talkspace shall implement and maintain security measures as appropriate to the risk and as set out in its relevant information security documentation from time to time, which shall include:

- a. the pseudonymization and encryption of any Eligible Population's Personal Data it processes;
- b. the ability to ensure on-going confidentiality, integrity, availability, and resilience of processing systems and services;
- c. the ability to restore the availability and access to any Eligible Population's Personal Data, which it processes, in a timely manner in the event of physical or technical incident; and
- d. a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring security of processing.

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A THREE-YEAR CONTRACT FOR
MENTAL HEALTH BENEFIT SERVICES TO TALKSPACE**

WHEREAS, the Lake County Forest Preserve District (the “District”) desires to provide additional mental health support benefits to District employees (the “Services”); and

WHEREAS, the Director of Administration has determined that the Services require personal confidence; and

WHEREAS, Talkspace, LLC and Talkspace Provider Network, PA (collectively, “Talkspace”) has submitted a proposal for the Services; and

WHEREAS, the District’s staff, the Director of Administration, and the Finance Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal submitted by Talkspace is the proposal that is most advantageous to the District, and (ii) award a contract for the Services to Talkspace, including the Platform Services Agreement and the Mutual Confidentiality Agreement in substantially the forms attached hereto (collectively, the “Contract”) in the amount of \$67,000 per year for an initial three-year term (the “Contract Price”); and

WHEREAS, the Contract provides that, after the initial three-year term of the Contract, the Contract will automatically renew for successive twelve-month periods unless either party provides timely notice of nonrenewal; and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Talkspace is the proposal that is most advantageous to the District; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Award of Contract. A Contract for the Services in the amount of the Contract Price, in substantially the forms attached hereto, is hereby awarded to Talkspace.

Section 3: Non-Renewal of Contract. The Executive Director of the District is hereby authorized to provide notice of non-renewal of the contract if the Executive Director determines it is in the best interest of the District to do so.

Section 3: Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price in substantially the forms attached hereto.

Section 4: Payments. The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms, including the Proposal.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2023

AYES:

NAYS:

APPROVED this ____ day of _____, 2023

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gagnani, Board Secretary
Lake County Forest Preserve District

Exhibit No. _____

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (this “Agreement”) between Talkspace LLC for itself and on behalf of all of its subsidiaries, divisions and Affiliated Entities (including all such subsidiaries, divisions and Affiliated Entities, the “Company”), and Lake County Forest Preserve District for itself and on behalf of all of its subsidiaries, division and Affiliated Entities (“Lake County Forest Preserves”, together with the Company, the “Parties” and each a “Party”), is entered into as of October 17, 2023. As a condition to, and in consideration of, a Party furnishing or making available to the other Party certain Confidential Information (as hereafter defined) for the Purpose (as defined below), the Parties agree as follows:

1. **Certain Definitions.** The capitalized terms set forth below have the following respective meanings when used in this Agreement:
 - A. “Affiliate” means any entity or natural person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the entity or person specified. “Affiliated Entity” means any corporation, limited liability company, partnership, association or other entity that is an Affiliate.
 - B. “Confidential Information” includes any and all information that is or reasonably should be understood to be confidential, proprietary or generally not available to the public and that is furnished or made available by or on behalf of the Disclosing Party to the Recipient or any of its Representatives, furnished or made available before or after the Effective Date, whether or not labeled or otherwise identified as confidential and regardless of its form, format, media or mode of disclosure (*i.e.*, written, oral, visual, electronic or other). “Confidential Information” also includes all written, electronic or other reports, materials, records and documents, including all copies thereof, prepared by or for the Recipient or any of its Representatives based on, derived from, incorporating or otherwise reflecting, in whole or in part, such information or the Purpose.
 - C. “Disclosing Party” shall refer to the Party providing Confidential Information to the Recipient.
 - D. “Purpose” means the potential business relationship between the Parties.
 - E. “Recipient” shall refer to the Party being provided Confidential Information by the Disclosing Party.
 - F. “Representative” of either Party means, as applicable, any director, officer, partner, employee, temporary or contract personnel, lender, attorney, accountant, financial, tax, legal or other advisor, or other agent or representative of such Party or an Affiliated Entity of such Party.
2. **Ownership.** All Confidential Information of a Party is and will remain the exclusive property of that Party. Without limiting the generality of the foregoing, no license, right to use (except as expressly permitted herein) or any other right, title or interest in any copyright, patent, trademark, trade name, product name, logo or other proprietary or intellectual property right is granted by this Agreement or any disclosure hereunder.
3. **Confidentiality, Non-Disclosure and Non-Use Obligations.** The Recipient acknowledges the economic value to the Disclosing Party of the Confidential Information of the Disclosing Party. The Recipient will keep all Confidential Information of the Disclosing Party confidential and will not disclose it, except as and to the extent expressly permitted by this Agreement. To the extent the Recipient becomes aware of a breach of this Agreement, it agrees to inform the Disclosing Party of such breach. In addition, the Recipient will:
 - A. use and permit the use of the Confidential Information of the Disclosing Party only in connection with the Purpose;
 - B. restrict disclosure of the Confidential Information of the Disclosing Party solely to those of Recipient’s Representatives with a “need to know” (as defined below) such Confidential Information and who are

subject to confidentiality and non-use obligations substantially similar to those imposed by this Agreement (collectively, “Authorized Parties”);

- C. advise Authorized Parties who gain access to any Confidential Information of the Disclosing Party of its confidential nature and their obligations with respect to such Confidential Information;
- D. make only the number of copies of the Confidential Information of the Disclosing Party necessary to disseminate the Confidential Information to Authorized Parties, and ensure that any confidentiality notices set forth on such Confidential Information are reproduced in full on such copies;
- E. safeguard the Confidential Information of the Disclosing Party with at least the same degree of care to avoid unauthorized disclosure as the Recipient uses to protect its own confidential information, but no less than reasonable care; and
- F. be responsible for any improper use or disclosure of any Confidential Information of the Disclosing Party by any Representatives or Affiliates of the Recipient (including, without limitation, any such Representatives or Affiliates who, subsequent to the first disclosure of such Confidential Information, become former Representatives or Affiliates).

A “need to know” means that the Authorized Party requires the Confidential Information in order to perform such Authorized Party’s responsibilities in support of the Purpose.

4. Exceptions. The obligations of Section 3 will not apply to any such portion of the Confidential Information of the Disclosing Party that the Recipient can demonstrate:

- A. is or becomes available to the public through no act or omission by the Recipient or any of its Affiliates or Representatives in breach of the terms of this Agreement;
- B. is or becomes available to the Recipient on a non-confidential basis from a source, other than the Disclosing Party or its Affiliates or Representatives, which is not known by the Recipient (after reasonable investigation) to be prohibited from such disclosure by any contractual, legal or fiduciary obligation;
- C. is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; or
- D. is disclosed in accordance with Section 5 hereof as required by law or regulation or in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof and the Recipient complies with Section 5 hereof, but only to the extent of and for the purposes of such law, regulation or order and only if, to the extent permitted by law or regulation, the Recipient has notified the Disclosing Party prior to such disclosure and has cooperated with the Disclosing Party so that the Disclosing Party may take legally available steps to resist or narrow the requested or required disclosure and obtain an appropriate protective order or other assurance that confidential treatment will be afforded the Confidential Information.
- E. that the Recipient can document was known to it or in its possession on a non-confidential basis prior to the date of disclosure by the Disclosing Party.
- F. that is independently developed by the Recipient without use of, or reference to, the Confidential Information, as demonstrated by tangible evidence,

5. Legally Compelled Disclosure. In the event that the Recipient or any of its Representatives is required by law or regulation, or in response to a valid order of court or other governmental or regulatory body (including any nationally-recognized securities exchange), to disclose any of the Confidential Information, the Recipient will provide the Disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the Disclosing Party may seek a protective order or other appropriate remedy (and if the

Disclosing Party seeks such an order, the Recipient will provide such cooperation as the Disclosing Party reasonably requests, at the cost of the Disclosing Party) and/or waive compliance with the provisions of this Agreement. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Agreement, the Recipient will furnish only that portion of the Confidential Information which is legally required.

6. Return and Destruction of Confidential Information. As soon as possible after a Disclosing Party's written request at any time, upon termination of the Purpose or future agreement, if any, or upon expiration of this Agreement, and in any event within fifteen days after such request or termination, the Recipient return and cause its Representatives to return to the Disclosing Party or, at the election of the Recipient, destroy all tangible Confidential Information furnished or made available by or on behalf of the Disclosing Party. The Recipient will confirm such return and destruction in writing to the Disclosing Party. Notwithstanding the foregoing, each Recipient will be entitled to (i) retain copies of the Disclosing Party's Confidential Information preserved or recorded in any computerized data storage device or component (including any hard drive or database) or saved automatically to standard back-up or archival systems, and (ii) retain copies of Confidential Information to the extent required by law, regulation or normal document retention policies; provided, that for so long as the Recipient retains any Confidential Information, it shall employ reasonable security measures and shall exercise reasonable care in protecting the confidentiality of such information as it does in protecting its own information similarly recorded or saved and will continue to be bound by the obligations under this Agreement in regards to all such Confidential Information. The Parties agree that any confidential information related to personal health information created as part of the relationship may be subject to medical retention regulations and Company is a custodian of medical records created in any relationship.

7. Injunctive Relief. An impending or existing violation of any provision of this Agreement by the Recipient or its Representatives or Affiliates would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law. Accordingly, the Disclosing Party will be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

8. No Commitment. Nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto will result in or be deemed to be a commitment by either Party to enter into any further arrangement or agreement or engage in any future commercial or business relationship of any kind with the other Party or to deliver any particular information to the other Party. Each Party will be responsible for all costs and expenses incurred by or on behalf of such Party or any of its Representatives or Affiliates in connection with the provision, receipt or review of any Confidential Information or, except as otherwise hereafter agreed in writing, any Performance.

9. No Warranties. ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS BASIS". NEITHER PARTY NOR ANY OF ITS AFFILIATES OR REPRESENTATIVES HAVE MADE OR MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY HEREUNDER AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION AND NONE OF THEM SHALL HAVE ANY LIABILITY HEREUNDER TO THE OTHER PARTY OR ANY OF ITS AFFILIATES OR REPRESENTATIVES RELATING TO OR RESULTING FROM USE OF THE CONFIDENTIAL INFORMATION OR FOR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

10. Development. Both of the Parties recognize that the other (including certain of its Affiliates) may be engaged in the investment in, research, development, production, marketing, licensing and/or sale of similar services or products to those being considered under this Agreement. These services or products may be competitive with those of the other and may display the same or similar functionality. Nothing in this Agreement shall be construed to prevent either of Party (or its Affiliates) from engaging independently in such activities, provided the developing Party does not use the Confidential Information of the other in order to do so.

11. Survival. This Agreement will be effective as of the date first written above and will remain in effect notwithstanding any termination of the Purpose for a period of three (3) years following the initial date of disclosure

(which may be prior to the date of execution of this Agreement), except that Recipient's obligations under this Agreement to hold Confidential Information in confidence shall continue indefinitely or the maximum time permitted by applicable law.

12. Non-Disclosure of Existence of Negotiations. Without the prior written consent of the other Party, or except as a Party is advised by counsel is required by applicable law, regulation or legal process, neither Party nor any of its Representatives shall disclose to any other person that such Party has received the Confidential Information or the Parties' discussions related to the Purpose.

13. Securities Laws and Other Applicable Laws. Lake County Forest Preserves acknowledges that some or all of the Confidential Information may constitute material, non-public information. Lake County Forest Preserves hereby represents and warrants that they are aware, and that they will advise their respective Representatives to whom they discloses Confidential Information, that United States and other applicable securities laws generally prohibit any person who has material non-public information concerning a publicly traded company or entity from purchasing or selling securities of such company or entity, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

14. Miscellaneous.

- A. This Agreement will be governed in all respects by the laws of the State of Delaware, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Any Party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Delaware Court of Chancery or, if such Court does not have subject matter jurisdiction, in the Superior Court of the State of Delaware or, if jurisdiction is vested exclusively in the Federal courts of the United States, the Federal courts of the United States sitting in the State of Delaware. Each Party waives, to the fullest extent permitted by law, (a) any objection which it may now or later have to the laying of venue of any action or proceeding arising out of or relating to this Agreement brought in the Federal courts of the United States in the State of Delaware, or Superior Court of the State of Delaware and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. **THE PARTIES WAIVE TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, ACTION OR SUIT ASSERTED, BROUGHT OR ARISING UNDER THIS AGREEMENT.**
- B. This Agreement contains the complete agreement between the Parties with respect to the subject matter hereof. All previous and collateral agreements, representations, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement. This Agreement may be amended only by a writing signed by both Parties. The invalidity, in whole or part, of any provision of this Agreement will not affect the remainder of that provision or this Agreement.
- C. The Disclosing Party's waiver of any breach or default by the other or failure to enforce any of the provisions of this Agreement at any time will not in any way affect, limit or waive the Disclosing Party's right thereafter to enforce and compel strict compliance with every provision hereof.
- D. The Recipient may not assign this Agreement or any rights hereunder or delegate any duties hereunder without the prior approval of the Disclosing Party.
- E. All notices, demands and approvals given under this Agreement must be in writing and delivered in person, by first class or express mail, recognized national courier or email with return confirmed, addressed as set forth below or to such other address as a Party hereafter gives in accordance with this notice provision. Notice given in accordance with this subsection will be deemed given when received.

- F. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the same agreement.
- G. The Parties may sign and deliver this Agreement by digital PDF transmission, and agree that any such delivery by PDF and digitally executed shall have the same force and effect as delivery of original signatures

[Signature Page Follows]

SIGNATURES

The Parties have duly executed this Confidentiality Agreement as of the date first above written.

Lake County Forest Preserve District

By:

Name:

Title:

Talkspace LLC

By:

Name: John Reilly

Title: Chief Legal Officer and EVP, Government Relations

Consultant Disclosure Statement



Lake County
Forest Preserves

Year

2023

INSTRUCTIONS FOR USE:

Completion of the Consultant Disclosure Statement is required if:

1. You are purchasing professional services from a Consultant/Vendor (either (a) in conjunction with products or goods (e.g., the actual software) or (b) not in conjunction with products or goods),
2. That purchase is through either (a) a new contract with a contract price that exceeds \$30,000.00 or (b) a change order that requires Board approval, and
3. You are not seeking competitive bids, but relying on the "personal confidence" exception, then the vendor is a "Consultant" who must complete a consultant disclosure form.

A Consultant/Vendor must submit a Consultant Disclosure form EACH time it submits a proposal for a purchase described in 1-3 above.

District staff to complete the information below.

Consultant to review and complete the remainder of the Disclosure Statement, sign and submit.

Consultant Disclosure Statement

Each Consultant (***bold/italicized*** words are defined in Section II below) proposing to perform ***Covered Services*** for the Lake County Forest Preserve District (the "District") is required, by the District's Purchasing Policy, to complete this form and make disclosures (i) on its behalf, unless it is a ***Publicly Traded Consultant***, (ii) on behalf of its ***Disclosure-Covered Owners***, unless it is a ***Publicly Traded Consultant***, and (iii) on behalf of its ***Disclosure-Covered Employees***, even if it is a ***Publicly Traded Consultant***. If ***Consultant*** is a ***Publicly Traded Consultant***, please complete Sections I, III, and V. If ***Consultant*** is not a ***Publicly Traded Consultant***, please complete Sections I, IV, and V.

I. Identification of Consultant and Related Parties:

Consultant Name: *

TALKSPACE PROVIDER NETWORK, PA

Consultant Address: *

2578 Broadway #607, New York, NY 10025

Person Certifying Statement for *Consultant*, including Phone # and Email Address: *

Patrick McNally

469-658-7040

patrick.mcnally@talkspace.com

Covered Services

Mental Health Services

Names of *Disclosure-Covered Owners* (if none, please insert "N/A"):

Dr. Varun Choudhary

Names of *Disclosure-Covered Employees* (if none, please insert "N/A"):

II. Defined Terms:

a) "***Campaign Contribution***" is defined in Section 9-1.4 of the Illinois Election Code, 10 ILCS 5/9-1.4.

b) "***Candidate Political Committee***" is defined in Section 9-1.8(b) of the Illinois Election Code, 10 ILCS 5/9-1.8(b).

c) "***Consultant***" is a person or entity that submits a proposal to enter into a contract with the District, or a proposal for a change order to such a contract, that calls for the person or entity to perform ***Covered Services*** for the District.

d) "***Covered Services***" are the "***Covered Services***" identified above by District staff, which have an expected price greater than \$30,000.00, taking into account the original contract price for the ***Covered Services*** plus the prices of all change orders to such original contract.

e) "***Disclosure-Covered Owner***" is (i) a natural person who is a ***Consultant*** or (ii) a person or entity that, directly or indirectly (including without limitation ownership through a corporation, limited liability company, joint venture, or partnership) owns at least 7.5% of a ***Consultant*** that is not a ***Publicly Traded Consultant***.

f) "***Disclosure-Covered Employee***" is (i) a natural person who is a ***Consultant*** or (ii) a ***Consultant*** employee or independent contractor who will receive a direct financial benefit (including without limitation a commission, bonus, or salary increase) if the District awards the proposed contract or change order to the ***Consultant***.

g) "***Family Member***" is a person related as a parent; child; sibling; uncle or aunt; great aunt or great uncle; first cousin; nephew or niece; spouse or civil union partner; grandparent; grandchild; parent-in-law, child-in-law, sibling-in-law, or grandparent-in-law, whether that in-law relationship is created by marriage or civil union; stepparent; stepchild; stepsibling; half sibling; and fiancé or fiancée.

h) "***Publicly Traded Consultant***" is a ***Consultant*** whose common stock is traded on a nationally recognized securities market.

III. Required Disclosures for Publicly Traded Consultant:

a) **Securities Market:** Please identify the nationally recognized securities market on which ***Consultant's*** common stock is traded and identify the stock "ticker" symbol under which the ***Consultant*** is traded:

Exchange:

Symbol:

b) **Campaign Contribution Disclosure:** Please disclose each ***Campaign Contribution*** made by your ***Disclosure-Covered Employees*** to the following persons/entities within the two (2) years preceding the date on which the ***Consultant's*** proposal for ***Covered Services*** was submitted to the District:

i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both, or

ii. a ***Candidate Political Committee*** of a Lake County Board member

Donor/Disclosure-Covered Employee	Recipient of Donation	Donation Type (e.g., cash, in-kind service,)	Amount of Donation	Date if Donation

c) Familial Relationship Disclosure: Please disclose each **Family Member** of your **Disclosure-Covered Employees** who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager

Name of Family Member	Family Member's Position with District	Name of Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure-Covered Employee to Family Member

IV. Required Disclosures for Consultants that are Not Publicly Traded Consultants:

a) **Campaign Contribution Disclosure:** Please disclose each **Campaign Contribution** made by your **Disclosure-Covered Owners** or **Disclosure-Covered Employees** to the following persons/entities within the two (2) years preceding the date on which the **Consultant's** proposal for **Covered Services** was submitted to the District:

- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both, or
- ii. a *Candidate Political Committee* of a Lake County Board member

Donor Disclosure-Covered Owner or Disclosure-Covered Employee	Recipient	Description (cash, item, in-kind service, etc.)	Amount/Value	Date Made
None	N/A	N/A	N/A	N/A

b) **Familial Relationship Disclosure:** Please disclose each **Family Member** of your **Disclosure-Covered Owner** or **Disclosure-Covered Employee** who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager

Name of Family Member	Family Member's Position with District	Name of Disclosure-Covered Owner or Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure-Covered Employee to Family Member
None	N/A	N/A	N/A


V. Consultant Certification and Signature:

By signing below, I certify that (i) I am authorized to make the disclosures above on behalf of **Consultant, Consultant's Disclosure-Covered Owners, and Consultant's Disclosure-Covered Employees**, (ii) I have read and understand this Consultant Disclosure Statement, (iii) the above disclosures are accurate and complete, to the best of my knowledge after making reasonable inquiry, and (iv) my signature below, if electronic, is intended to authenticate this writing and to have the same force and effect as a manual signature.

Name/Signature

Date*

12/02/2023

A handwritten signature in black ink, appearing to be 'V. K.', enclosed in a blue rectangular box. To the right of the signature, the initials 'MS' are written in a smaller, simpler font.