



**STUDENT SUPPORT SERVICES AGREEMENT  
ORDER FORM**

134 North LaSalle Street  
Suite 2200  
Chicago, Illinois 60602

Institution Order No.: Initial Term: 1 year Territory: United States Currency: \$/USD
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<b>Institution Information</b>				
Institution Legal Name and related details (entity type, organizational jurisdiction, registration number etc.) <b>University of North Texas Health Science Center</b>				
Institution Service Contact [REDACTED]	Phone No. (required) [REDACTED]	e-mail (required) [REDACTED]		
Institution BILLING Address (please insert full and complete mailing address including applicable postal codes and county) (required) 3500 Camp Bowie Blvd, Fort Worth, TX 76107				
Institution NOTICE Address – if different from billing address above (please insert full and complete mailing address including applicable postal codes and county) (optional)				
Eligible Affiliates (optional):				
<b>Standard Service Package (check applicable)</b>	<b>Invoice Frequency</b>	<b>Data Shared With Institution</b>	<b>Unit Price</b>	<b>Student Population</b>
<input type="checkbox"/> My SSP 24/7 Crisis Phone Support <input type="checkbox"/> My SSP Essential <input checked="" type="checkbox"/> My SSP Total Care	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>\$14.40</b> per student per year	<b>3200</b> (no. of current students)
<b>Ancillary Services</b>		<b>Fees</b>		
<input type="checkbox"/> Critical Incident Support Services		Fee for service model, quote can be provided upon request		
<input type="checkbox"/> Campus Learning Solutions		Fee for service model, quote can be provided upon request		
<b>Effective Date</b>		<b>Total Estimated Annual Contract Value (not including FFS Offerings)</b>		
<b>June 1st, 2021</b>		<b>\$46,080 per year</b>		

*All prices on this Order Form are exclusive of all Taxes*

*This Agreement to sponsor student support services for the Institution's Eligible Users is being entered into between the Institution described above and the LifeWorks entity identified in the signature block below. This Order Form, together with any schedules, exhibits, attachments, annexes or appendices, shall be governed by the Standard Terms & Conditions Schedule attached hereto as Schedule A.*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the Effective Date written above.

SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

**LIFEWORKS (US) LTD.**

**University of North Texas Health Science Center**

Per: _____ Name: _____ Title: _____	
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*I have the authority to bind LifeWorks*

*I have the authority to bind the Institution*

HSC Contract #2021-0832



## SCHEDULE A – STANDARD TERMS & CONDITIONS

In this Agreement the LifeWorks entity identified on the Order Form is referred to as “LifeWorks” and the Institution identified on the Order Form is referred to as the “Institution.” Each party may also be referred to as a “Party” or collectively as the “Parties”.

### Section 1. Defined Terms.

Term	Definition
<b>Affiliate</b>	With respect to any person, an Affiliate means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, that person.
<b>Agreement</b>	The Order Form, these Standard Terms & Conditions, and any other schedules or addendums attached hereto.
<b>Ancillary Services</b>	Those Services agreed between the parties which are not included in the Recurring Fees as reflected on the Order Form; these services may be offered on a fee for service (“FFS”) basis where available.
<b>App</b>	The MySSP mobile application available for download from third party mobile application stores or from the Website
<b>Business Day</b>	a day other than a Saturday, Sunday or federal holiday in the United States when banks in Chicago, Illinois, are open for business.
<b>Effective Date</b>	The effective date set out on the Order Form.
<b>Eligible User Documentation</b>	The ‘Terms of Use’, as amended from time to time, available on the Website or through the App.
<b>Eligible Users</b>	A student of the Institution, or agreed upon eligible dependent, who has the primary direct relationship with the Institution. The Institution is ultimately responsible for determining who is an Eligible User and, if required in this Agreement, for disclosing that information to LifeWorks.
<b>Force Majeure Event</b>	Any (i) act of God, fire, casualty, flood, hurricanes, earthquakes or other natural disasters, (ii) war, riots, terrorism, insurrection, hostilities (whether declared or not) or acts of foreign enemies, (iii) failure of public utilities, loss of electrical or other power or telecommunications equipment not attributable to a Party’s negligence, or destruction of production facilities (iv) pandemic, epidemic or other public health emergency, (v) act, exercise, assertion or requirement of any Governmental and Regulatory Authority, or (vi) any other similar cause as those listed herein that are beyond the reasonable control of a Party.
<b>Initial Term</b>	The initial term set out on Order Form.
<b>Intellectual Property</b>	All patent rights, moral rights, copyrights, software code, source code, know-how, applications, tools, digital content, service marks, trademarks, registered and unregistered designs, rights in databases, trade secrets and other intellectual property.
<b>Minimum Quantity</b>	The Student Population set out on the Order Form
<b>Personal Information</b>	Information about an identifiable individual which is protected by any applicable privacy or data protection law, statute, or regulation applicable to such individual in their jurisdiction
<b>Services</b>	The mental health services described in more detail in Schedule B (Services) attached hereto, together with any Ancillary Services described in Schedule B that the Institution has selected on the Order Form.
<b>Unit Price</b>	The unit price for Services set out on the Order Form.

<b>Website</b>	The website at which the Services may be accessed and all subdomains thereof as well as any other future domains through with LifeWorks makes the Services available. As of the Effective Date, the website is <a href="http://www.us.myissp.com">www.us.myissp.com</a>
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### Section 2. Services.

**2.1. Performance of Services.** LifeWorks shall be responsible for providing the Services specified on the Order Form to Institution’s Eligible Users. The Services are described in more detail in Schedule B (Services) attached to the Agreement. LifeWorks may, in LifeWorks’ sole discretion, subcontract any of the Services to LifeWorks’ Affiliates or to LifeWorks’ network of local affiliate mental health providers (as independent contractors). Notwithstanding the foregoing, as between Institution and LifeWorks, LifeWorks shall be responsible for the Services performed by any such third parties as if LifeWorks performed those Services subject to the terms and conditions set out in this Agreement.

**2.2. Minimum Age of Eligible Users; Valid Legal Consent Requirement.** Except as otherwise restricted or required by locally applicable law, Eligible Users must be legally eligible to independently use the Services and must otherwise legally be able to independently accept and comply with the eligibility requirements set forth in the Eligible User Documentation to access the Services. If Eligible Users are not legally eligible to independently use the Services, such Eligible Users may only use or access the Services with the consent of a parent or other legal guardian capable of providing legally acceptable consent.

**2.3. Population Updates.** The Institution shall provide LifeWorks with a report updating its population no later than the fifth (5<sup>th</sup>) day following each anniversary of the Effective Date of this Agreement. In at any point during the term of this Agreement the population of Eligible Users increases by greater than 10%, the Institution shall promptly notify LifeWorks of such increase. The Institution agrees that, except as otherwise agreed by the Parties, it shall not be permitted to reduce its population of Eligible Users by greater than 5% in any three-month period.

**2.4. Sharing of Data with Institution.** In the event the Institution elects to receive any of the personal information collected by LifeWorks in its delivery of the Services, either directly or indirectly through a third party technology service provider, relating to students that have accessed the Services with the Institution the Institution acknowledges that LifeWorks will only share such information with the Institution where the Eligible User has explicitly consented to their information being provided to the Institution. The Institution agrees that it shall maintain, and shall ensure that any of its third party technology service providers maintain, the confidentiality of all such information it receives from LifeWorks and handle such information with the same degree of care it uses to maintain its own confidential information, which under no circumstances shall be less than a reasonable degree of care. The Institution further agrees that it will not, and will ensure that any third party technology service providers that are receiving personal information will not, use or disclose such information except where it has obtained the consent of the individual that such information pertains to. This restriction will not apply to any information that the Institution is required by law to disclose. The Institution represents and warrants to LifeWorks that it, and any third party technology vendors it elects to use in the sharing of such personal information, are compliant with all applicable laws relating to privacy, data protection, and the collection, storage and dissemination of personal information and that any personal information it receives as part of any data sharing initiatives under this Agreement shall be handled in compliance with such laws.



The Institution shall defend, indemnify and save LifeWorks, its affiliates and agents, harmless from and against any third party claim, investigation, liability and expense (each a "Claim") of any kind that arises in connection with its breach of this Section 2.34, as well as any losses that arise from the actions of its third party technology service providers, except to the extent finally judicially determined to have resulted primarily from the gross negligence, willful misconduct or fraud of LifeWorks. Without limitation, the Institution will pay any costs, damages or award of settlement, including reasonable legal fees and expenses, arising out of such Claim. LifeWorks agrees to give the Institution prompt notice of any such Claim and shall, to the extent not adversely impacted and at the Institution's expense, cooperate fully with the Institution in the defense and settlement thereof. This indemnity shall survive the termination of this Agreement.

**2.5. Using Services; Affiliates.** The Services may be accessed only by Eligible Users. Eligible Users of Institution's Affiliates may use the Services only if authorized by Institution (for example, by identifying Institution's Affiliates to LifeWorks). If the Services are used by Eligible Users of any of Institution's permitted Affiliates then each such Affiliate shall be deemed to be bound by this Agreement and shall be jointly and severally responsible for all payments owed to LifeWorks hereunder; *provided, however*, that only Institution (and not Institution's Affiliates) shall be entitled to bring an action under this Agreement against LifeWorks. In order for Institution's Affiliates to be eligible to provide the Services to their Eligible Users pursuant to this Agreement Institution must identify them on the Order Form. Notwithstanding the foregoing, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**2.6. User Documentation.** Institution's Eligible Users will each be required to create an account on the App or Website and consent to the Eligible User Documentation to access the Services. Notwithstanding anything to the contrary in this Agreement, and subject to applicable law, LifeWorks reserves the right to modify or amend the Eligible User Documentation at any time.

**2.7. Nature of LifeWorks' Relationship with Institution's Eligible Users.** Due to the sensitive nature of the Services LifeWorks provides, Institution acknowledges that LifeWorks has the right to communicate directly and privately with Eligible Users as necessary to provide the Services to Eligible Users. The relationship between Institution's Eligible Users and LifeWorks will remain confidential in the absence of an Eligible User's consent to release information about the Eligible User and except as otherwise set out herein, LifeWorks shall be under no obligation to disclose any Personal Information LifeWorks possesses about Institution's Eligible Users to Institution, even if that information might be beneficial to Institution.

**2.8. Changes to Services, Supplemental Services; Amendments.** LifeWorks reserves the right to make upgrades and non-material changes to the Services (including, but not limited to, delivery protocols), or to other aspects of the Services that affect LifeWorks' customers generally and that are reasonable and necessary to LifeWorks' business operations; *provided, however*, that if a change is made to Institution's Services that Institution reasonably and in good faith determines to substantially degrade the value of the Services Institution contracted for under this Agreement, then Institution may terminate this Agreement as if LifeWorks had materially breached this Agreement pursuant to the procedures set forth in [Section 5.2\(b\)](#) of these Standard Terms & Conditions. LifeWorks shall have the opportunity to cure LifeWorks' deemed breach or show that the changes LifeWorks made did not substantially degrade the value of the Services Institution contracted for under this Agreement. Notwithstanding the foregoing, the Parties may enter into amendments, addendums or other modifications at any time provided that such modification is set forth in writing signed by both Parties.

### Section 3. Eligible Users' Access to the Services.

**3.1. Consent to Services.** Institution's Eligible Users will request access to the Services by telephone or through an alternative modality (such as chat or video) offered on the Website the App if available in

Institution's jurisdiction. Before receiving any Services (including when calling into LifeWorks' call centers to request Services), Eligible Users will receive information about their privacy rights and shall be required to consent to terms and conditions applicable to LifeWorks' Services prior to being able to access the Services. Services may be provided through in-person support sessions, a referral to a community-based resource, or through telephonic or video-based services, in all cases subject to what is available locally under Institution's service plan.

**3.2. Unauthorized Access to Institution's Services.** Institution shall use reasonable efforts to prevent unauthorized persons from accessing or using the Services and Institution must notify LifeWorks promptly if Institution becomes aware of any unauthorized access to or use of the Services; *provided, however*, that this paragraph does not limit LifeWorks' responsibility to maintain and enforce the security features LifeWorks uses to prevent unauthorized persons from accessing or using the Services.

### Section 4. Fees; Taxes.

**4.1. Calculation of Fees.** Institution shall pay the fees equal to the Unit Price per Eligible User indicated on the Order Form, multiplied by Minimum Quantity of Eligible Users (the "Fees"). Fees do not include any applicable Federal, Provincial, State or jurisdictional taxes or levies, or any other sales tax, VAT, or GST, as applicable. The Parties acknowledge and agree that the fees set out on the Order Form are an estimate and that the actual Fees may vary according to the Institution's population of Eligible Users

**4.2. Incurring Fees.** Institution shall not begin to incur Fees until the earlier of (a) the first day LifeWorks actually begins to perform Services for Eligible Users, or (b) the first day of the calendar month immediately following the date on which LifeWorks has completed all of LifeWorks' implementation or onboarding activities, even if Institution has not communicated that the Services are available to Institution's Eligible Users or (where applicable) provided LifeWorks with an User List (through no fault of LifeWorks), in which case LifeWorks shall use the Minimum Quantity to calculate Institution's Fees.

**4.3. Invoicing:** The Fees will be invoiced *in advance* on the frequency identified on the Order Form and will be calculated based on the number of Eligible Users as of the Effective Date and shall reflect timely updates to Eligible Users. LifeWorks reserves the right to invoice the Institution less frequently if Institution's estimated periodic invoice amount is below 1,000 per month or 4,000 per quarter in the specified Currency. Any Ancillary Services will be invoiced and payable monthly *in arrears* unless otherwise agreed.

**4.4. Pricing Adjustments.** Except as set forth in [Section 4.5](#), if LifeWorks wants to adjust the Unit Price or any fee-for-service rate in the ordinary course of business (an "Ordinary Adjustment"), LifeWorks may do so by notifying Institution in writing at least ninety (90) days before the Ordinary Adjustment becomes effective. Any such Ordinary Adjustment will become effective only upon Institution's written acceptance of such Ordinary Adjustment. LifeWorks shall not propose any Ordinary Adjustments before the end of the Initial Term.

**4.5. Inflation Adjustments.** Notwithstanding anything to the contrary in [Section 4.34](#) the Fees will be subject to an annual increase on each anniversary of the Effective Date based on the greater of 2.0% or the rise in the annual wage as reflected in the National Average Wage Index (NAWI) issued by the United States Social Security Administration.

**4.6. Payments.** Institution must pay LifeWorks all Fees plus applicable Taxes and expenses, in the currency specified on the Order Form. All Fees shall be paid to LifeWorks within thirty (30) days of the date of an invoice. Institution shall pay all invoices via pre-authorized debit (PAD) or recurring credit card payments (PAP). Payment will be processed on the invoice due date or the first business day following the invoice due date if the due date is on a weekend or a holiday. Institution shall complete all documentation requested by LifeWorks to set up the payment method concurrently with the execution of this Agreement.

**4.7. Overdue Payments.** Interest on overdue invoices will accrue at a rate of 1.5% monthly starting five (5) calendar days after the due date of the invoice. Payment will be deemed to be made on the date that Institution's payment is credited to LifeWorks' designated bank account.



**4.8. Taxes Applicable to Eligible Users.** All Fees and any other costs indicated in this Agreement are net of (i.e. do not include) any and all applicable Federal, Provincial, State or other jurisdictional taxes or levies applicable to the Institution. Notwithstanding the foregoing, LifeWorks acknowledges that it shall remain responsible for all income taxes it incurs as a result of its provision of the Services hereunder.

## Section 5. Term and Termination.

**5.1. Initial Term; Automatic Renewal.** This Agreement will be effective when signed by both Parties and shall continue until the end of the Initial Term identified on the Order Form. This Agreement may be renewed for up to three additional one-year periods ("**Renewal Term**") unless either party delivers to the other, at least ninety (90) days prior to the end of the Initial Term or the applicable Renewal Term (collectively referred to as the "**Term**"), written notice of the party's intention not to renew the Agreement ("**Non-Renewal**").

**5.2. Termination.** Notwithstanding [Section 5.1](#) above:

(a) LifeWorks may terminate this Agreement at any time if Institution fails to pay Fees when due and for thirty (30) days thereafter (other than Fees being disputed in good faith by Institution).

(b) Either Party may terminate this Agreement immediately upon written notice if a material breach remains uncured by the breaching Party for more than 30 days after the breaching Party's receipt of a notice from the non-breaching Party describing the breach with reasonable specificity.

(c) After the Initial Term, each Party shall have the right to terminate this Agreement by giving at least ninety (90) days prior written notice of termination to the other Party.

(d) This Agreement shall automatically terminate, without notice: (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either Party's debts; (ii) upon either Party making an assignment for the benefit of creditors; or (iii) upon either Party's dissolution or ceasing to do business.

**5.3. Effect of Termination or Expiration; Unfinished Counseling Sessions; Closing Accounts.** Upon the expiration or termination of this Agreement:

(a) Institution shall pay all outstanding Fees within thirty (30) days after the date of such expiration or termination; and

(b) LifeWorks shall cease to provide Services on such expiration or termination date except that Eligible Users who have not completed their course of support sessions (which began before such expiration or termination date), shall be able to complete any planned course of support sessions under this Agreement.

## Section 6. Confidentiality and Data Privacy.

**6.1. Confidentiality.** Neither Party shall use or disclose confidential information of the other Party except as required in accordance with such Party's obligations under this Agreement. The terms and conditions of this Agreement (including pricing provisions) shall be kept confidential at all times. Any Party receiving confidential information under this Agreement (the "**Receiving Party**") shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the Party that has disclosed such confidential information (the "**Disclosing Party**"). The foregoing obligations shall not apply to any information that: (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (ii) is subsequently disclosed to the Receiving Party by a third party that does not impose an obligation of confidentiality on the Receiving Party; (iii) was known to the Receiving Party at the time of disclosure; (iv) was generated independently by the Receiving Party; or (v) is required or permitted to be disclosed by law, subpoena or other legal process. In the absence of a separate written agreement, LifeWorks may share Institution's confidential information with LifeWorks' third-party subcontractors or vendors who are bound by obligations of confidentiality to LifeWorks at least as stringent as those in this Agreement, but only to the extent reasonably necessary for LifeWorks to perform LifeWorks' obligations under this Agreement.

**6.2. Data Privacy.** LifeWorks shall comply with all applicable Federal, Provincial, and State laws concerning information or data privacy. Where applicable the Parties may be required by applicable law to enter into a data protection agreement. LifeWorks' standard agreements will be separately provided to Institution and, if executed, shall be incorporated into this Agreement as if set forth herein.

**6.3. Receipt and Use of Personal Information.** Except for information disclosed by Institution in a User List, LifeWorks does not expect, need, or desire to receive, and Institution shall not disclose, any Personal Information about Institution's Eligible Users to LifeWorks. Instead, LifeWorks expects to collect such information (if at all) directly from the Eligible Users who use the Services. Institution acknowledges that LifeWorks may use, process, transfer, or disclose Eligible Users' Personal Information to LifeWorks' subcontractors and vendors to the extent LifeWorks is authorized to do so by the consents Eligible Users provide to LifeWorks, including without limitation pursuant to the Eligible User Documentation, but only to the extent reasonably necessary for LifeWorks to perform its obligations under this Agreement.

**6.4. Injunctive Relief.** Each Receiving Party agrees that any breach by it or by any of its agents, representatives or employees of the provisions hereof may cause irreparable harm to the Disclosing Party and that actual damages may be difficult to ascertain and, in any event, may be inadequate. Accordingly, in the event of such breach, the Disclosing Party shall be entitled to seek temporary and/or permanent injunctive relief against the Receiving Party and/or its agents, representatives, and employees (in addition to such other legal or equitable remedies as may be available), without the necessity of proving irreparable harm or actual damage to the Disclosing Party.

## Section 7. Intellectual Property.

**7.1. Ownership.** Each Party owns all Intellectual Property it owned prior to the Effective Date and that which it creates in the performance of its obligations under this Agreement. As between the Parties and vis à vis any third party, LifeWorks is and shall remain the sole and exclusive owner of all Intellectual Property in any materials LifeWorks prepares for Institution in order for LifeWorks to advertise LifeWorks' services to Institution's Eligible Users (together with any related goodwill, whether owned by LifeWorks or licensed to LifeWorks, on the Effective Date or acquired thereafter); *provided, however*, that Institution shall remain the sole owner of any Intellectual Property Institution provides to LifeWorks to customize the Platform for Institution's Eligible Users or to create any such advertising materials for Institution's Eligible Users. For clarity, any aggregate reports LifeWorks delivers to Institution as part of the Services (but not the underlying data) shall become Institution's materials upon delivery. Institution will not (and Institution's Eligible Users will not) acquire any ownership of, or other rights in relation to, any of LifeWorks' Intellectual Property by using or receiving any Services. Upon the expiration or termination of this Agreement each Party shall promptly return to the other Party, any Intellectual Property of the other Party in its possession or control.

**7.2. License.** LifeWorks hereby grants to Institution and Institution's Eligible Users, starting on the Effective Date and continuing throughout the Term, a non-exclusive, non-transferable license to access and use LifeWorks' materials, software, technology, documentation and other Intellectual Property as may be required to receive and use the Services for the duration of this Agreement. LifeWorks' license grant is subject to the following conditions:

(a) Institution shall not assign, transfer, sublicense, charge or otherwise deal in, encumber, or make available to any third party the Services, the Platform, or any of LifeWorks' other Intellectual Property, and any attempt to do so shall be null and void and shall constitute Institution's material breach of this Agreement; and

(b) Institution shall not (and shall not attempt to) modify, merge, copy, disseminate, display, disassemble, reverse engineer, tamper with, or otherwise attempt to decrypt or derive any source code, digital content, trade secrets or proprietary information included in LifeWorks' Platform or create any websites or mobile applications similar to LifeWorks' Platform.



## Section 8. Warranties; Disclaimers.

**8.1. By LifeWorks.** LifeWorks warrants to Institution that: (i) LifeWorks shall perform the services in a professional and workmanlike manner in accordance with this Agreement; (ii) LifeWorks' Intellectual Property does not now, and shall not during the Term, infringe on the rights of any third-party; (iii) LifeWorks has the requisite authority to enter into this Agreement and is lawfully entitled to supply the Services to Institution and Institution's Eligible Users; (iv) LifeWorks will use reasonable skill and care to perform the Services in accordance with industry practice; (v) LifeWorks will comply with all laws and regulations applicable to LifeWorks relating to LifeWorks' provision of the Services; and (vi) LifeWorks shall maintain amounts and types of insurance coverage appropriate to similarly situated businesses in LifeWorks' industry and Institution may request from LifeWorks, and LifeWorks shall provide, a certificate of insurance from LifeWorks' insurers no more frequently than once per year.

**8.2. By Institution.** Institution warrants to LifeWorks that: (i) Institution has all the requisite authority to enter into this Agreement and is lawfully entitled to enter into this Agreement; (ii) Institution is solely responsible for the accuracy and completeness of all information Institution provides to LifeWorks pursuant to this Agreement; (iii) Institution will comply with the limitations, restrictions and obligations as set out in this Agreement; and (iv) Institution will provide all reasonable cooperation to LifeWorks in the performance of this Agreement.

**8.3. Exclusions.** The warranties provided in this Agreement comprise all the warranties made with respect to the Services pursuant to this Agreement. Any other representations, warranties, conditions or other terms, whether express or implied and including, without limitation, implied warranties, conditions and other terms of merchantability, satisfactory quality or fitness for a particular purpose, are expressly excluded to the extent permitted by law. Without limiting the foregoing, LifeWorks does not warrant that, to the extent the Services require computers, computer software, mobile devices, mobile network technology or other third-party hardware, software, or technology, the provision of those Services will be entirely error free or will run uninterrupted.

**Section 9. Limitation of Liability.** LifeWorks' liability (including the liability of any of LifeWorks' Affiliates), if any, to any person, arising out of or in any way related to this Agreement or the performance of LifeWorks' duties and obligations hereunder, shall for all purposes in total be limited to direct damages in an amount not to exceed an amount equivalent to twelve (12) months of Fees paid by Institution in the period prior to the event giving rise to the claim. In no event shall LifeWorks have any liability at any time for any loss of profits, loss of business revenue, failure to realize expected savings, or for any indirect, special, or consequential damages, even if advised of the possibility of such damages.

**Section 10. Notices.** All notices given under this Agreement shall be in writing and shall be sent to the Parties at the address set forth on the Order Form, attention to their respective Legal Departments. Each such notice, request or communication shall be effective upon receipt or if not received on a Business Day, on the next succeeding Business Day.

**Section 11. Paramourty.** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any other addendum, schedule or other document executed by the Parties with respect to the provision of the Services, then, notwithstanding anything contained in such other addendum, schedule or other document, the provisions contained in the Order Form and this Schedule A shall prevail to the extent of such conflict or inconsistency and the provisions of such other document shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of the other document is to add to, and not detract from, the rights granted to the Parties hereunder.

**Section 12. Applicable Law.** This Agreement shall be governed by and construed in accordance with substantive law of the State of Delaware and each Party agrees to submit to the exclusive jurisdiction of the courts in New Castle County, but each Party is also entitled to apply to any court worldwide for injunctive relief or other remedies in

order to protect or enforce its Intellectual Property rights or confidential information.

**Section 13. Force Majeure.** If either party to this Agreement (the "Non-Performing Party") is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any Force Majeure Event, and if the Non-Performing Party has used commercially reasonable efforts to avoid the impact of the applicable Force Majeure Event and minimize its duration, then the Non-Performing Party's failure to perform its obligations will be excused and will not give rise to any liability for losses or other damages, and the time for performance of such obligations will be extended for the period of delay or inability to perform due to such Force Majeure Event. In order to be excused from its obligations as a result of a Force Majeure Event, the Non-Performing Party shall be required to (i) promptly notify the other party of the circumstances creating the failure or delay to meet its obligations, and (ii) for so long as it is continuing to excuse its obligations under the Agreement, use commercially reasonable efforts to re-commence performance of its obligations as soon as reasonably possible. Any payment obligations of either party hereunder shall not be excused as the result of any Force Majeure Event provided that the banking systems used by the Parties in the ordinary course of business are functioning normally notwithstanding the Force Majeure Event.

**Section 14. Waiver.** No delay or indulgence by either Party at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, powers and remedies shall be cumulative.

**Section 15. English Language.** The Parties have expressly requested that this Agreement be drawn up in the English language.

**Section 16. Severability.** Any provision of this Agreement, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 17. Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal and each of the Parties acknowledges that it has not been induced to enter into this Agreement by reason of any other representation made by or on behalf of the other Party. Nothing in the preceding sentence shall limit or exclude any liability for fraud or fraudulent misrepresentation. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

**Section 18. Survival.** Terms which by their nature survive expiration or Non-Renewal of this Agreement shall survive, including but not limited to [Section 2.7](#) (Nature of LifeWorks' Relationship With Institution's Eligible Users), [Section 3](#) (Eligible Users' Use of the Services), [Section 4](#) (Fees; Taxes), [Section 5.3](#) (Effect of Termination or Expiration; Unfinished Counseling Sessions; Closing Accounts), [Section 6](#) (Confidentiality and Data Privacy), [Section 7](#) (Intellectual Property), [Section 9](#) (Limitation of Liability), [Section 112](#) (Governing Law), [Section 144](#) (Waiver), [Section 166](#) (Severability), and [Section 199](#) (Assignment).

**Section 19. Assignment.** This Agreement shall be binding upon both Parties and their respective, successors and permitted assigns. Neither party may assign or transfer this Agreement to any third-party; *provided, however*, that LifeWorks may assign (including an assignment by operation of law), transfer or delegate any of LifeWorks' rights or obligations to any of LifeWorks' Affiliates or any successor in interest to all or substantially all of the assets or business of any LifeWorks line of business, without Institution's consent, in which case, such Affiliate or successor in interest shall be bound by and entitled to the benefit of the terms, conditions and obligations of this Agreement.

**Section 20. Electronic Signatures; Counterparts.** Signatures may be provided in digital form (such as DocuSign™) or transmitted by



electronic means (such as via email confirmation, .PDF or facsimile). This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

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## SCHEDULE B – SERVICES

My SSP 24/7 Crisis Phone Support	My SSP Essential	My SSP Total Care
<ul style="list-style-type: none"> <li>• 24/7 crisis/real-time phone support               <ul style="list-style-type: none"> <li>- Campus crisis protocols followed</li> </ul> </li> <li>• Staff and faculty consultations</li> <li>• Student case data report access</li> <li>• Integration with existing resources for referrals to campus</li> <li>• Community Resource referrals to off campus resources</li> <li>• Engagement &amp; utilization reports</li> </ul>	<ul style="list-style-type: none"> <li>• <b>All components included in My SSP 24/7 Crisis Phone Support</b></li> </ul> <p>Plus:</p> <ul style="list-style-type: none"> <li>• 24/7 real-time chat/text support</li> <li>• Brand/logo configured app               <ul style="list-style-type: none"> <li>- Campus Twitter feed</li> <li>- Campus resource links</li> </ul> </li> <li>• On-demand content library</li> <li>• Health assessments (depression, anxiety, alcohol use, drug use)</li> <li>• Virtual fitness - LIFT Sessions</li> </ul>	<ul style="list-style-type: none"> <li>• <b>All components included in My SSP 24/7 Crisis Support &amp; My SSP Essential</b></li> </ul> <p>Plus:</p> <ul style="list-style-type: none"> <li>• Ongoing, appointment-based phone/video support with a dedicated clinician</li> <li>• In person support               <ul style="list-style-type: none"> <li>- Brief, solution focused</li> </ul> </li> <li>• Monitored Referrals between campus counseling &amp; My SSP clinicians, with consent</li> </ul>

## STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

**Payment.** Payment will be made in accordance with the terms of University’s purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

**Eligibility to Receive Payment.** By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Tax Exempt.** University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

**Breach of Contract Claims against University.** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

**No Excess Obligations.** In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall

issue written notice to Vendor that University may terminate the Agreement without further duty or obligation.

**Travel Expenses.** In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

**Delivery.** Delivery shall be FOB Destination.

**Public Information.** University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

**Required Posting of Contracts on Website.** Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

**Insurance.** University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76,

48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

**Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.**

**VENDOR**

**UNIVERSITY OF NORTH TEXAS  
HEALTH SCIENCE CENTER AT FORT WORTH**

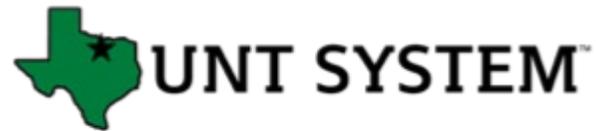
By:  
Name:  
Title:

[Redacted Signature Area]

Date: 7/13/2021

Date: 7/13/2021

HSC Contract # 2021-0832



# REQUEST FOR PROPOSAL

*RFP No.: RFP763-21-0406-BS*  
*Title: HSC Student Assistance Program*

Proposal Submittal Deadline: **May 10, 2021, 2:00 pm, local time**

Prepared by:

Barry Sullenberger  
Strategic Sourcing Coordinator

University of North Texas System Procurement Services  
Business Service Center  
1112 Dallas Drive, Suite 4000  
Denton, Texas 76205  
Date Issued: April 19, 2021

REQUEST FOR PROPOSAL

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ATTACHMENT(S) *(as separate files)*

Attachment A: UNT System Reference Page

Attachment B: Schedule of Fees

Attachment C: HSC Agreement (Sample)

## SECTION 1: INTRODUCTION

### 1.1 UNTS System Description

The University of North Texas System (UNTS) is a University system that is composed of the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in downtown Dallas. The three independent universities of the UNT System have combined enrollment of just over 45,000 students across five major teaching locations, including each main campus as well as Frisco and downtown Dallas. Proposals submitted in response to this RFP shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

### 1.2 Background

UNT-HSC is seeking proposals for Student Assistance Program (NIGP Commodity Code 961-62). The estimated number of students at the University of North Texas Health Science Center (UNTHSC) is 3200

### 1.3 Group Purchase Authority

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof.

## SECTION 2: NOTICE TO PROPOSER

### 2.1 Submittal Deadline

UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time, on May 10, 2021 (the "Submittal Deadline").

### 2.2 UNTS Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following UNTS contact ("UNTS Contact"):

**Barry Sullenberger**  
**Strategic Sourcing Coordinator**

The University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the UNTS Contact via the following email: [barry.sullenberger@untsystem.edu](mailto:barry.sullenberger@untsystem.edu)

The UNTS Contact must receive all questions or concerns no later than 2:00 PM local time on April 26, 2021. It is UNTS' intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern.

Answers to questions will be posted via addendum to this RFP on UNTS Business Service Center Bid Opportunities web page located at: <https://www.untsystem.edu/bid-opportunities>

Vendors are strongly advised to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

### 2.3 Criteria for Selection

The successful Proposer(s), if any, will be the Proposer(s) who submit a response to this RFP on or before the Submittal Deadline, and whose response is the best value UNTS, taking into consideration the evaluation criteria contained herein. Selection by UNTS will be in accordance with the requirements and specifications set forth in this RFP. The successful Proposer(s) is/are referred to as the "Contractor". UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interest of the University, with UNTS being the sole judge thereof.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UNTS in a contract for the services.

An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. Proposers should address, within the response, each of the criteria listed in this section. Failure to respond to these criteria may result in your proposal receiving a negative rating or considered as non-responsive. Proposers should note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to UNTS as described in this section.

The criteria to be considered by UNTS in evaluating proposals and selecting awardee(s), will be the following factors:

- 2.3.1 Experience and qualifications of available staff
- 2.3.2 Conforms to the Scope of Work
- 2.3.3 Pricing
- 2.3.4 Company reputation and experience.

The Texas Education Code 51.9335 shall be considered in making an award when specified that it is Best Value.

Furthermore, UNTS may consider information related to past contract performance of a respondent including, but not limited to, the Texas Comptroller of Public Accounts Vendor Performance Tracking System.

## 2.4 Schedule of Key Events

Issuance of RFP .....4/19/2021  
Deadline for Questions/Concerns .....4/26/2021, 2:00 PM. Local Time  
(Ref. **Section 2.2** of this RFP)  
Answers to Questions posted .....5/3/2021, 2:00 PM Local Time  
Submittal Deadline .....5/10/2021, 2:00pm, local time  
(Ref. **Section 2.1** of this RFP)

**Note:** This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.

## 2.5 Historically Underutilized Businesses

In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of \$100,000 or more shall, before agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

UNTS has determined that subcontracting opportunities (check one)  are probable  are not probable under the agreement.