

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the Town of Whitestown, Indiana, acting by and through its Town Council (hereinafter "TOWN"), and HealthJoy, LLC (hereinafter "Professional").

RECITALS

WHEREAS, the TOWN prioritizes the health of its employees and wishes to provide its employees with better access to healthcare benefits; and

WHEREAS, from time to time, TOWN needs professional assistance in fulfilling its foregoing responsibilities; and

WHEREAS, Professional is experienced in providing and desires to provide to TOWN the professional services referenced herein; and

WHEREAS, the TOWN desires to engage Professional as an independent contractor for the purpose of providing to TOWN the services referenced herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, TOWN and Professional mutually agree as follows:

SECTION 1 INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2 SCOPE OF SERVICES

- 2.1 TOWN desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A ("Services"), incorporated herein by this reference.
- 2.2 Professional understands and agrees that TOWN may, from time to time, request Professional to provide additional or modified Services to TOWN. When TOWN desires additional Services from Professional, the TOWN shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after TOWN has approved Professional's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to TOWN. A copy of the TOWN's authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by TOWN.
- 2.3 Time is of the essence of this Agreement.

SECTION 3 TOWN'S RESPONSIBILITIES

- 3.1 TOWN shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 TOWN shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3 TOWN shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 TOWN shall designate its Town Council President or his duly authorized representative to act on TOWN's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with TOWN its performance of the Services.
- 4.3 Professional shall provide the Services by following and applying reasonable and lawful standards as accepted in the industry.

SECTION 5 COMPENSATION

- 5.1 Professional agrees and warrants that the fees for the Services rendered to TOWN hereunder shall be consistent with the rates set forth in Exhibit A and shall not exceed the rates set forth in Exhibit A. Professional shall submit an invoice to TOWN no more than once every thirty (30) days for Services provided TOWN during the period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. TOWN shall pay Professional for all undisputed Services rendered and stated on such invoice within forty-five (45) days from the date of TOWN's receipt of same.
- 5.2 Professional agrees not to provide any Services to TOWN that would cause the total cost of same to exceed the rates set forth in Exhibit A, without TOWN's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date until December 31, 2024 ("Initial Term"). Thereafter, the term of this Agreement shall automatically renew for successive additional one-year periods (each a "Subsequent Term"), unless otherwise agreed by the parties hereto.

SECTION 7 MISCELLANEOUS

7.1 Termination

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by TOWN or Professional, without cause, upon thirty (30) days' notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by TOWN, for cause, immediately upon Professional's receipt of TOWN's "Notice To Cease Services."
- 7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall only be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute. TOWN shall not be required to make payment in full of all fees payable for the remainder of the Initial Term or any Subsequent Term if the Agreement is terminated before the end of said term. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect

TOWN and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

7.3 No Third Party Beneficiaries

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

7.4 Relationship

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are TOWN employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants and indemnifies TOWN for and from any and all costs, fees, expenses and/or damages incurred by TOWN as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Insurance

7.5.1 Professional shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and TOWN from the claims set forth below which may arise out of or result from Professional's operations under this Agreement, whether such operations be by Professional or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;

3) Claims for damages to property.

Professional's insurance shall be not less than the amounts shown below:

- A. Commercial General Liability (Occurrence Basis)

Bodily Injury, personal injury, property damage,
Contractual liability, product/completed operations

Each Occurrence Limit \$1,000,000.00

Damage to Rented Premises \$100,000.00
(each occurrence)

Medical Expense Limit \$5,000.00

Personal and Advertising Injury Limit \$500,000.00

General Aggregate Limit \$2,000,000.00 (Other than
Products Completed Operations)
NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations \$1,000,000.00

- B. Auto Liability \$1,000,000.00 (combined
single limit) (owned, hired & non-
owned)

- C. Bodily injury & property damage \$1,000,000.00 each accident

- D. Excess/Umbrella Liability \$2,000,000 (each occurrence and
aggregate)

- E. Worker's Compensation & Disability Statutory

- F. Employer's Liability:

Bodily Injury by Accident/Disease: \$100,000 each employee
Bodily Injury by Accident/Disease: \$250,000 each accident
Bodily Injury by Accident/Disease: \$500,000 policy limit

- G. Professional Liability Insurance. The Professional shall carry and maintain during
the continuance of this Agreement, professional liability insurance in the amount of
\$2,000,000 for single limit claims and \$3,000,000 in the aggregate. The
Professional's policy of insurance shall contain prior acts coverage sufficient to
cover all Services performed by the Professional for this Project. Upon TOWN's
request, Professional shall give prompt written notice to TOWN of any and all claims

made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, the Professional will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

7.5.2 Professional shall provide the TOWN with a certificate of insurance, naming the TOWN as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with TOWN prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to TOWN.

7.5.3 Professional may, with the prior approval of the TOWN, substitute different types of coverage for those specified if the total amount of required protection is not reduced. Professional shall be responsible for all deductibles.

7.5.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Professional to the above enumerated amounts.

7.6 Liens

Professional shall not cause or permit the filing of any lien on any of TOWN's property. In the event such a lien is filed and Professional fails to remove it within ten (10) days after the date of filing, TOWN shall have the right to pay or bond over such lien at Professional's sole cost and expense.

7.7 Default

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from TOWN specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, TOWN shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

7.8 Government Compliance

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless TOWN from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

7.9 Indemnification

7.9.1 Professional shall indemnify and hold harmless TOWN and its officers, officials, attorney's, employees and agents from all losses, liabilities, claims, judgments and liens, including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.9.2 Any obligation TOWN has to indemnify Professional shall be limited in substance by state and federal statutes and constitutional provisions designed to protect the exposure and liability of TOWN as an instrumentality of the State of Indiana or otherwise (e.g., actions and conditions as to which TOWN is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the Eleventh Amendment, and the continued ability to defeat a claim by reason of contributory negligence or fault of a claimant), so that TOWN's liability to indemnify, defend, and hold harmless hereunder shall not in any case exceed what might have been its liability to a claimant had TOWN been sued directly by the claimant in Indiana and all appropriate defenses had been raised by TOWN, and provided further, in no event shall TOWN's obligation to indemnify hereunder exceed the value of the consideration paid by TOWN under this Agreement.

7.10 Discrimination Prohibition

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Professional shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Professional is further required to execute the attached Affidavit, herein referred to as Exhibit C, which is an Affidavit affirming that: (i) Professional is enrolled and is participating in the E-verify program, and (ii) Professional does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached Exhibit C. In support of the Affidavit, Professional shall provide the TOWN with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Professional and delivered to the TOWN's authorized representative.

Should Professional subcontract for the performance of any work under this Addendum, the Professional shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-verify program. Professional shall maintain a copy of such certification for the duration of the term of any subcontract. Professional shall also deliver a copy of the certification to the TOWN within seven (7) days of the effective date of the subcontract.

If Professional, or any subcontractor of Professional, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Professional or subcontractor subsequently learns is an unauthorized alien, Professional shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Professional or any subcontractor of Professional fail to cure within the Cure Period, the TOWN has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

7.12 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.13 Notice

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

TOWN:

Town of Whitestown, Indiana
Town Manager
Whitestown Municipal Complex
6210 Veterans Drive
Whitestown, Indiana 46075

Ashley Ulbricht-Town Attorney
Taft Law
1 Indiana Square, Ste 3500
Indianapolis, IN 46204

PROFESSIONAL:

HealthJoy, LLC

435 North LaSalle Drive, Suite 400
Chicago, IL 60654

Notwithstanding the above, TOWN may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

7.14 Effective Date

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

7.15 Governing Law; Lawsuits

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as by all ordinances and codes of the Town of Whitestown, Indiana. The parties agree that, in the event a lawsuit is filed hereunder, they waive any right to a jury trial they may have, agree to file such lawsuit in an appropriate court in Boone County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

7.16 Waiver

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.17 Non-Assignment

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without TOWN's prior written consent.

7.18 Entire Agreement

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.19 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.20 Headings

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

7.21 Advice of Counsel

The parties warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel throughout the negotiation of same, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

7.22 Copyright

TOWN acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. TOWN agrees that all ownership rights and copyrights thereto lie with Professional, and TOWN will use them solely for and on behalf of its own operations. TOWN agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property. Notwithstanding the above, any material generated for the Town remains property of the Town and is subject to Section 7.24 below.

7.23 Personnel

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with TOWN. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.24 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. TOWN shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.25 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within TOWN's organization.

7.26 Debarment And Suspension

7.26.1 The Professional certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Professional.

7.26.2 The Professional certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Professional shall immediately notify the TOWN if any subcontractor becomes debarred or suspended, and shall, at the TOWN's request, take all steps required by the TOWN to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

7.27 Access to Public Records Act

Professional understands and agrees that any “public record”, as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the TOWN, shall be subject to release under and pursuant to the provisions of Indiana’s Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

7.28 IRAN CERTIFICATION.

Pursuant to I.C. § 5-22-16.5, the Professional shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

7.29 Non Appropriation Clause

The parties acknowledge that TOWN is a governmental entity whose funds are subject to appropriation by its fiscal body. If at any time during any term of this Agreement, the fiscal body of TOWN should fail to appropriate sufficient funds to continue this Agreement, this Agreement shall become null and void. In the event of non-appropriation of funds, TOWN will give notice to Professional immediately of such failure and shall pay Professional for all Services provided prior to the exhaustion of the appropriated funds. TOWN agrees to seek funding for the continuation of this Agreement during each budget cycle during any term of this Agreement.

7.30 Professional’s Terms and Conditions of Use

To the extent the provisions of this Agreement conflict with the Client Program Order Form contained in Exhibit A and any terms and conditions contained therein, the terms of this Agreement shall prevail.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

**TOWN OF WHITESTOWN, INDIANA
TOWN COUNCIL**

BY:

Dan Patterson, President
Date: _____

Tanya Sumner, Vice President
Date: _____

Cheryl Hancock

Tobe Thomas

Eric Nichols

ATTEST:

Matt Sumner, Clerk Treasurer
Date: _____

HealthJoy, LLC

BY:

Authorized Signature

Printed Name: _____

Title: _____

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

Date: _____

EXHIBIT A



March 7, 2024

HealthJoy[®]

Program Summary & Proposal


A smartphone mockup displaying the HealthJoy app interface. The screen shows a 'Wallet' section with various service icons and labels: CliftonLarsonAllen (WELLNESS), LifeWorks (EAP), dr. on demand (TELEMEDICINE), HealthJoy (BENEFIT GUIDANCE), workday (ENROLLMENT), BlueCross BlueShield of Michigan (MEDICAL), DELTA DENTAL (DENTAL), VISION (VISION), learn2live (TALK THERAPY), COMPT (WELLNESS STIPEND), and hr. tools (HEALTH SAVINGS). The time 9:41 and signal strength are visible at the top of the phone screen.

Healthcare benefits are complex, underutilized, and a mystery for most people. This crisis is driving delays in care, rising healthcare costs, poor health outcomes, and ultimately a frustrating employee benefits experience.

HealthJoy is a flexible, digital-first healthcare navigation platform that takes the confusion and complexity out of healthcare by connecting members with the care they need, when they need it. By fully integrating your entire benefits package into a single, connected healthcare platform, HealthJoy delivers a personalized, benefits experience to every member.

I'm confident that HealthJoy will minimize your healthcare costs and improve employee healthcare outcomes through better benefits engagement, all while reducing the administrative burden for your HR team.

Sincerely,

A handwritten signature in blue ink, appearing to read "DMS".

Doug Morse-Schindler, President

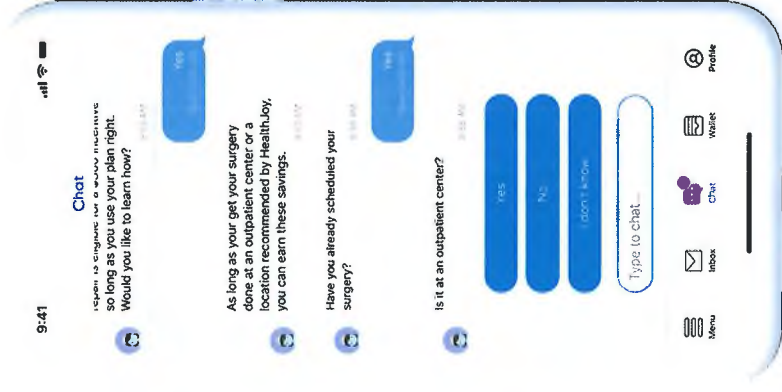
A handwritten signature in blue ink, appearing to read "DMS".

Connected Healthcare Navigation Solution



HealthJoy is your employees' front door to care

We connect the dots between employees and their benefits to help them find high-value care at the right moment.



Why Healthcare Navigation?

- ★ Personalized benefits wallet for employee's entire benefits package
- ★ Member-driven care navigation and steerage
- ★ Free app access for spouses and dependent(s)
- ★ 24/7/365 access to Concierge team via in-app chat or telephonically
- ★ Search tool to locate in-network care
- ★ Targeted, personalized provider, facility and procedure recommendations based on member preferences
- ★ Deductible and out-of-pocket max accumulators*
- ★ Financial account (HSA/FSA/401k) integration**
- ★ Year-round benefits education and reminders
- ★ Expert prescription savings reviews
- ★ Medical bill review, advocacy and coordination
- ★ Appointment booking support
- ★ Company-specific dashboard with program performance, chat support, and employee-facing marketing materials
- ★ Customer Success team support

*For participating carriers

**For participating financial partners

Virtual Care Options

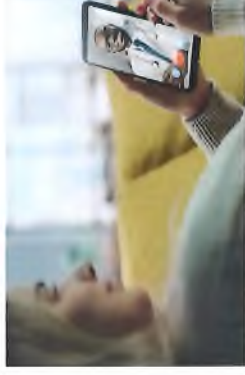
HealthJoy integrates with leading virtual care programs to help employers expand the benefits they're able to offer while delivering an integrated care and enrollment experience for members.



General Medical

Teladoc^{HEALTH}

- Episodic care to address common conditions
- Dermatology, Nutrition, Tobacco Cessation and Sexual Health
- 24/7/365 in all 50 states
- Largest network in U.S.



Virtual Primary Care

Teladoc^{HEALTH}

- Dedicated care team (PCP, RN, MA) to develop continuous relationship
- Personalized care plans, referrals, gaps in care
- Welcome kit with blood pressure cuff and heart rate monitor



Mental Health

Teladoc^{HEALTH}

- Access to psychologists, psychiatrists and counselors
- Scheduled sessions via video or phone available 7 days a week
- Ability to order labs and medication
- Broad network in 50 states



HealthJoy EAP

Curalinc^{HEALTHCARE}

- Fully integrated short-term counseling
- Financial and legal consultations; child and eldercare; future planning
- 24/7 Support
- 3 – 8 sessions



Chronic Care

Teladoc^{HEALTH}

- Pre-diabetes, Diabetes, Weight Management and Hypertension
- Coach-based approach with physician oversight
- Integrated with glucometers, BP cuffs, scales & test strips



MSK Exercise Therapy

HealthJoy[®]

- Virtual exercise therapy program for individuals with back and joint pain
- 1:1 coaching with physical therapist
- 12 week program with high quality digital content
- Does not require a separate device

Your Investment – Proposed Pricing

Based on your unique benefits strategy and goals, we recommend the following solutions:

Service	Employees	Pricing (PEPM, PPM, Consult Fees)	Expected Monthly Cost	Expected Annual Cost
HealthJoy Navigation Platform*	165	\$5.50 PEPM	\$907.50	\$10,890
Optional Services				
General Medicine	165	\$2.25 PEPM	\$371.25	\$4,455
Behavioral Health – Consult Fees**	165	\$2.00 PEPM	\$330	\$3,960
Behavioral Health – No Consult Fees***	165	\$4.00 PEPM	\$660	\$7,920
EAP – 3 sessions	165	\$1.50 PEPM	\$247.50	\$2,970
EAP – 5 sessions	165	\$1.70 PEPM	\$280.50	\$3,366
EAP – 6 sessions	165	\$1.80 PEPM	\$297	\$3,564
EAP – 8 sessions	165	\$2.00 PEPM	\$330	\$3,960
Virtual Primary Care	165	\$2.50 PEPM	\$412.50	\$4,950

*\$10,000 annual minimum applies

**Consult fees apply

***No Consult fees apply

Total Annual Cost – Core + General Medicine

\$10,890

ROI / Savings Projection

Industry: Government				# of Lives	165
Category	Annualized Utilization	# of Annual Requests	\$ Savings per Request	Total Annual Savings (Expected)	
PCP (Non-Hospital)	3.4%	5.6	\$280	\$1,571	
Specialist (Non-Hospital)	4.9%	8.1	\$300	\$2,426	
Imaging (Freestanding)	0.4%	0.66	\$450	\$297	
Lab (Freestanding)	0.2%	0.3	\$170	\$56	
Urgent Care (Freestanding)	0.6%	0.99	\$200	\$198	
Surgery (Private Facility/Below-Average Cost)	0.9%	1.5	\$4,320	\$6,415	
Dental/Vision Provider	2.3%	3.8	\$50	\$190	
Provider Verification	1.8%	2.97	\$100	\$297	
Rx Reviews	3.4%	5.6	\$132	\$741	
Bill Review Savings	1.4%	2.3	\$689	\$1,592	
Administrative Savings	4.26	702.9	\$8.80	\$6,186	
				Projected Navigation Annual Savings	\$19,966.98
Annual Health Savings				Projected Navigation Savings PEPE	\$121.01

ROI / Savings Projection

Industry: Government		# of Lives	165	
Category	Annualized Utilization	# of Annual Requests	\$ Savings per Request	Total Annual Savings (Expected)
General Medical (Telehealth) Savings	19.8%	32.7	\$526	\$17,184
Mental Health	5.0%	8.3	\$1,953	\$16,112
MSK Therapy (Musculoskeletal)	3.0%	4.95	\$2,572	\$12,731
General Medical - Dermatology	3.0%	4.95	\$101	\$500
General Medical - Nutrition	1.0%	1.65	\$49	\$81
Chronic Care - Diabetes	1.5%	2.0	\$2,100	
Chronic Care - Pre-Diabetes	3.4%	6.0	\$912	\$11,666
Chronic Care - Hypertension	0.8%	1.0	\$912	
Projected Navigation Annual Savings				\$19,966.98
Projected Virtual Annual Savings				\$58,275
Projected Total Annual Savings				\$78,241.98
Annual Health Savings				\$474.19

This ROI tool automatically calculates savings per steerage category, total annual savings, and projected PEY savings based on two inputs: industry and employee count. Category descriptions and justification for our savings estimates can be provided in a separate document. Annualized utilization rates come from the Data team's calculations.

Government Client Performance

Summary

- 59** Active Clients – **16,217** Total Employees
- 54.6%** Total Activation
- 38.3%** Monthly Utilization
- 1,754** General Benefits Questions Answered (time saved for HR)
- 6,834** Telemedicine Consults (that steerage from UC/ER - savings!)
- 461** Appointments Scheduled on behalf of members
- 9,433** Chats / Calls with HealthJoy Concierges
- 133** MSK Participants (929 Intake Surveys)
- 25,891** Health Coverage Opened (Plan Profile access)
- 69,082** Wallet Card Clicks
- 4,932** Find Care Searches

Telemedicine Redirect Savings: **\$3,458,403**

Prescription Savings: **\$1,174,587**

Medical Bill Reviews: **\$230,306**

Administrative Savings: **\$824,012**

Provider & Steerage Savings: **\$1,917,470**

MSK Savings: **\$520,400***

*Numbers as of 2/13/24
*For clients who have HJ MSK program

Key Performance Highlights



Timeline And Major Milestones

60 Day Implementation

KEY MILESTONES:

- **Benefits Overview** – high level info to begin configuration
- **Kickoff** – led by our Implementation Team
- **Gathering Benefits Info** – all info and documentation submitted through our Dashboard
- **Gathering Eligibility Info** – submit eligibility file
- **Benefits Review** – review and approve your wallet and plan selections
- **Eligibility Review** – our Implementation Team confirms all info is mapped, loaded, and audited
- **Launch Prep** – review our communication materials and best practices
- **Launch** – HealthJoy is live!

Clients Love HealthJoy



Once they've downloaded HealthJoy, we never hear benefits questions from our employees again. It's like a one-stop-shop; it was like a switch.



Alli Mauss
Senior Benefits Manager
Instructure



Especially with everything that we've experienced with Covid, [HealthJoy] has been a godsend in so many ways.



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We love that HealthJoy seemed accessible, navigable, and user friendly. It brought everything together in one place, a real one-stop-shop.



Erin Labostrie
HR Director
Collegiate Academies

Over 900+ companies enjoy a better benefits experience thanks to HealthJoy.



Bustle



Policygenius

vivint.



Client Program Order Form

Signature Date:	
Client Name:	Town of Whitestown
Client Address:	Whitestown Municipal Complex 6210 Veterans Drive, Whitestown, IN 46075
Sponsor:	Henriott Group
TPA:	90 Degree Benefits
Program Target Start Date:	06/01/2024
Client Plan Renewal Date:	10/01/2024

Included in Core Navigation	Included Programs Fees**	
<p style="text-align: center;">\$5.00 PEPM**</p> <p>HealthJoy Navigation Platform</p> <ul style="list-style-type: none"> • Benefits Wallet • Healthcare Concierge • Rx Savings • Appointment Booking • Find Care • Broadcaster <p style="text-align: center;">Estimated Eligible Employees: 165</p>	Bill Review[^]	\$0.50 PEPM
	MSK Therapy (\$800 per Enrolled Member)	\$800 Per Enrolled Member
	Chronic Care*	\$0 PEPM

[^]Bill Review is only applicable for services and procedures performed after the Launch Date.

*General Medical, Primary Care, Mental Health, and Chronic Care are all telehealth/virtual care provided by HealthJoy’s partner, Teladoc Health and are subject to applicable terms and conditions set forth at <https://www.healthjoy.com/legal>. **Client understands the Teladoc Health offerings may not be available on the Program Target Start Date and will be made available to Client’s Employees/Members when it is generally made available to HealthJoy’s client base.** Chronic Care enrollment is for a minimum of a 1-year initial (minimum) enrollment term of 12 months per Participant.

****FEES; CONSULT FEES.** Fees are provided on a per employee per month (“PEPM”) or a per participant per month (“PPPM”) or a per enrolled member basis, all terms the Parties recognize as a common term in the healthcare industry. For purposes of this Order Form, PPPM is defined as the applicable rate paid by Client to HealthJoy for each Participant participating in the selected services each month. **Consult Fees.** Additional consult and participation fees are applicable to specific selections; the specific additional consult and participation fees are set forth on the Virtual Care and Consult Program Fees Attachment set forth at <https://www.healthjoy.com/legal>.

Terms and Conditions

- Program Term.** The initial term of this Agreement shall commence on the date that the Program is activated by HealthJoy and is made available to substantially all of Client’s eligible Employees (the “Launch Date”) and continues until 09/30/2026 (the “Initial Term”). Thereafter, the term of this Agreement and the Program shall automatically renew for successive additional one-year periods on the anniversary of the **Client Plan Renewal Date** (each a “Renewal Period” and collectively with the Initial Term, the “Term”), unless a Party provides written notice to the other Party of its intent to non-renew the Agreement and the Program that is received by the other Party at least 60 days prior to the end of the then-current term.
- Billing Information & Payment Terms.**

Billing Information	Primary Contact	Secondary Contact
	Name: Katie Barr Title: Deputy Town Manager of Human Resources Email: kbarr@whitestown.in.gov Phone: 3176719461	Name: Title: Email: Phone:
Paying Party	The following party will be responsible for payment of the fees:	
	Town of Whitestown In the event that the Paying Party is an entity other than the Client, the Client agrees to pay any invoice(s) not paid by the Paying Party.	
Invoice Responsibility	HealthJoy	

- a. All invoices hereunder will be due and payable within 30 days of the invoice date.
- b. **Quarterly Invoicing.** Upon execution of this Order Form by Client and subject to any required minimums (if applicable), HealthJoy will invoice, and the Paying Party shall pay, an initial quarterly invoice calculated based on the applicable PEPMs set forth above multiplied by the Estimated Eligible Employees set forth above multiplied by 3-months plus, if applicable, the one-time implementation fee. Thereafter, HealthJoy will invoice for subsequent quarterly periods in the Initial Term or Renewal Period (if applicable) calculated based on the applicable PEPMs set forth above multiplied by the number of eligible Employees around the beginning of the applicable 3-month period, and such subsequent invoices will include a true-up amount for the number of eligible Employees against either the initial invoice or a previous subsequent invoice. Additionally, all usage-based fees (consult fees, if Client contracted for a MSK Enrolled Member Fee or PPPM Fees) then such amounts will be invoiced on subsequent invoice(s) monthly in arrears.
- c. **Minimum Annual Fee.** Notwithstanding the foregoing, this Order Form is subject to a \$10,000.00 "Minimum Annual Fee" (calculated using the applicable PEPMs set forth above). In the event the above invoices result in annual fees of less than the Minimum Annual Fee, HealthJoy will invoice, and the Paying Party will pay, for the Minimum Annual Fee, plus additional amounts for, if any, PPPM or MSK Enrolled Member Fees. HealthJoy will conduct a true-up on or about the annual anniversary of the Program Target Start Date by comparing the fees that would result from the actual number of eligible Employees for the prior year multiplied by the total PEPM Fees versus the Minimum Annual Fee that was paid, and HealthJoy will invoice, and the Paying Party will pay, for the difference, if any, plus additional amounts for the remaining PPPMs and MSK Enrolled Member Fees as set forth above.
- d. In the event Client attempts to or notifies HealthJoy of a non-renewal or termination prior to the end of the then-current contracted Initial Term or Term, any amounts owed to HealthJoy under this Order Form or the Terms and Conditions, regardless of whether not yet due and payable, will be accelerated and deemed immediately due and payable (including, without limitation, the payment in full of all monthly recurring Fees payable for the remaining term of this Order Form (to the maximum extent allowed by law).
- e. The Paying Party is responsible for the applicable Taxes pursuant to the terms of the HealthJoy Terms and Conditions.

3. Any changes to the Program or this Order Form after execution requires HealthJoy approval and may require additional implementation time.
4. **Agreement.** This HealthJoy Client Program Order Form ("Order Form") is governed by the HealthJoy Terms and Conditions set forth at <https://healthjoy.com/client-terms-conditions/> ("HealthJoy Terms and Conditions"), the Business Associate Agreement set forth at <https://www.healthjoy.com/legal> ("Business Associate Agreement"), and, if MSK Therapy, General Medical, Primary Care, Mental Health and Chronic Care are part of the selection above, those services are also subject to applicable terms and conditions set forth at <https://www.healthjoy.com/legal>; the HealthJoy Terms and Conditions, the Business Associate Agreement, the applicable Teladoc Health or MSK terms, and the Order Form shall be known as the "Agreement" to which Client hereby agrees and accepts. In the event of an inconsistency between the terms of this Order Form and the HealthJoy Terms and Conditions, this Order Form shall govern for purposes of such inconsistency. Unless defined herein, all capitalized terms shall mean as defined in the HealthJoy Terms and Conditions. Any purchase order or similar terms issued by Client in connection with this Order Form will have no effect even if executed by HealthJoy.

IN WITNESS WHEREOF, this Order Form, including the incorporated terms and conditions collectively referred to as the Agreement, has been read, is understood, and is hereby executed by the authorized representatives of

the parties herein as of the Date set forth on page 1. The person executing this Order Form on behalf of Client represents that it has the full authority to execute and bind Client to this Order Form.

HEALTHJOY, LLC

CLIENT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

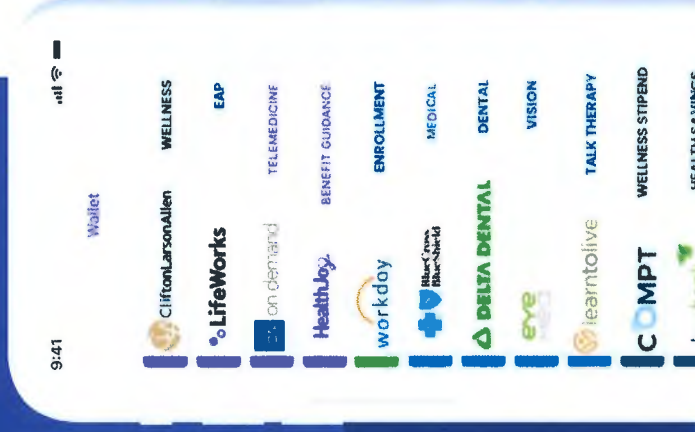
Title: _____



Program Summary & Proposal



WHITESTOWN
INDIANA



March 7, 2024

Healthcare benefits are complex, underutilized, and a mystery for most people. This crisis is driving delays in care, rising healthcare costs, poor health outcomes, and ultimately a frustrating employee benefits experience.

HealthJoy is a flexible, digital-first healthcare navigation platform that takes the confusion and complexity out of healthcare by connecting members with the care they need, when they need it. By fully integrating your entire benefits package into a single, connected healthcare platform, HealthJoy delivers a personalized, benefits experience to every member.

I'm confident that HealthJoy will minimize your healthcare costs and improve employee healthcare outcomes through better benefits engagement, all while reducing the administrative burden for your HR team.

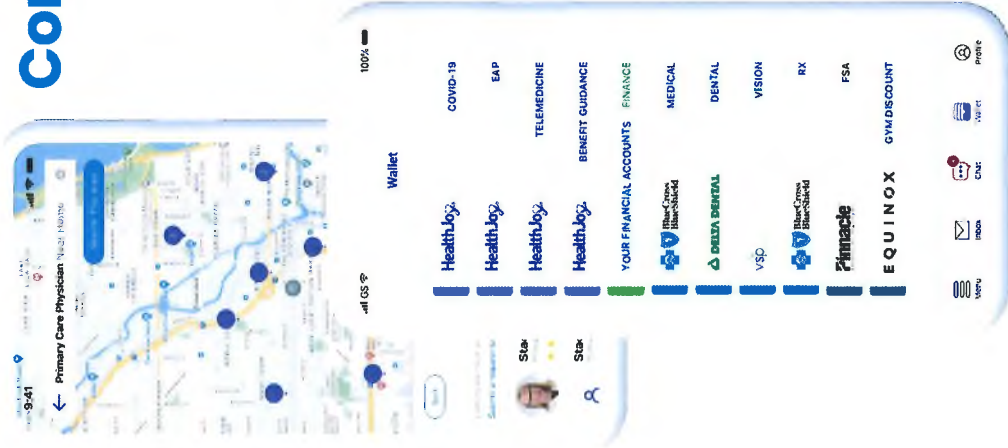
Sincerely,

A handwritten signature in blue ink, appearing to read "DMs".

Doug Morse-Schindler, President

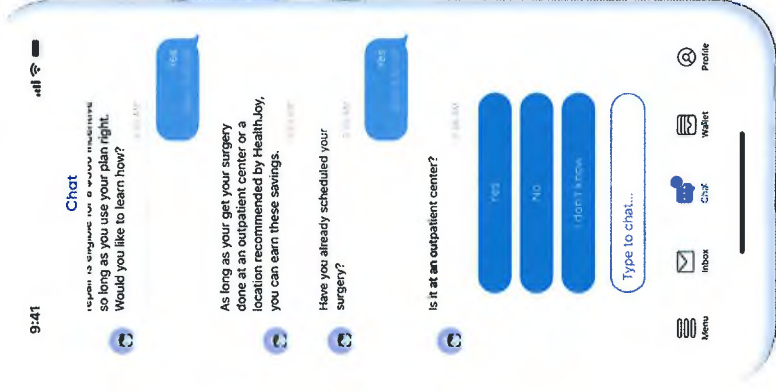


Connected Healthcare Navigation Solution



HealthJoy is your employees' front door to care

We connect the dots between employees and their benefits to help them find high-value care at the right moment.



Why Healthcare Navigation?

- ★ Personalized benefits wallet for employee's entire benefits package
- ★ Member-driven care navigation and steerage
- ★ Free app access for spouses and dependent(s)
- ★ 24/7/365 access to Concierge team via in-app chat or telephonically
- ★ Search tool to locate in-network care
- ★ Targeted, personalized provider, facility and procedure recommendations based on member preferences
- ★ Deductible and out-of-pocket max accumulators*
- ★ Financial account (HSA/FSA/401k) integration**
- ★ Year-round benefits education and reminders
- ★ Expert prescription savings reviews
- ★ Medical bill review, advocacy and coordination
- ★ Appointment booking support
- ★ Company-specific dashboard with program performance, chat support, and employee-facing marketing materials
- ★ Customer Success team support

**For participating carriers*

***For participating financial partners*

Virtual Care Options

HealthJoy integrates with leading virtual care programs to help employers expand the benefits they're able to offer while delivering an integrated care and enrollment experience for members.



General Medical

Telodoc^{HEALTH}

- Episodic care to address common conditions
- Dermatology, Nutrition, Tobacco Cessation and Sexual Health
- 24/7/365 in all 50 states
- Largest network in U.S.



Virtual Primary Care

Telodoc^{HEALTH}

- Dedicated care team (PCP, RN, MA) to develop continuous relationship
- Personalized care plans, referrals, gaps in care
- Welcome kit with blood pressure cuff and heart rate monitor



Mental Health

Telodoc^{HEALTH}

- Access to psychologists, psychiatrists and counselors
- Scheduled sessions via video or phone available 7 days a week
- Ability to order labs and medication
- Broad network in 50 states



HealthJoy EAP

Curalinc^{HEALTH}

- Fully integrated short-term counseling
- Financial and legal consultations; child and eldercare; future planning
- 24/7 Support
- 3 – 8 sessions



Chronic Care

Telodoc^{HEALTH}

- Pre-diabetes, Diabetes, Weight Management and Hypertension
- Coach-based approach with physician oversight
- Integrated with glucometers, BP cuffs, scales & test strips



MSK Exercise Therapy

HealthJoy[®]

- Virtual exercise therapy program for individuals with back and joint pain
- 1:1 coaching with physical therapist
- 12 week program with high quality digital content
- Does not require a separate device

Your Investment – Proposed Pricing

Based on your unique benefits strategy and goals, we recommend the following solutions:

Service	Employees	Pricing (PEPM, PPPM, Consult Fees)	Expected Monthly Cost	Expected Annual Cost
HealthJoy Navigation Platform*	165	\$5.50 PEPM	\$907.50	\$10,890
Optional Services				
General Medicine	165	\$2.25 PEPM	\$371.25	\$4,455
Behavioral Health – Consult Fees**	165	\$2.00 PEPM	\$330	\$3,960
Behavioral Health – No Consult Fees***	165	\$4.00 PEPM	\$660	\$7,920
EAP – 3 sessions	165	\$1.50 PEPM	\$247.50	\$2,970
EAP – 5 sessions	165	\$1.70 PEPM	\$280.50	\$3,366
EAP – 6 sessions	165	\$1.80 PEPM	\$297	\$3,564
EAP – 8 sessions	165	\$2.00 PEPM	\$330	\$3,960
Virtual Primary Care	165	\$2.50 PEPM	\$412.50	\$4,950

*\$10,000 annual minimum applies

**Consult fees apply

***No Consult fees apply

Total Annual Cost – Core + General Medicine

\$10,890

ROI / Savings Projection

Industry: Government		# of Lives	165	
Category	Annualized Utilization	# of Annual Requests	\$ Savings per Request	Total Annual Savings (Expected)
PCP (Non-Hospital)	3.4%	5.6	\$280	\$1,571
Specialist (Non-Hospital)	4.9%	8.1	\$300	\$2,426
Imaging (Freestanding)	0.4%	0.66	\$450	\$297
Lab (Freestanding)	0.2%	0.3	\$170	\$56
Urgent Care (Freestanding)	0.6%	0.99	\$200	\$198
Surgery (Private Facility/Below-Average Cost)	0.9%	1.5	\$4,320	\$6,415
Dental/Vision Provider	2.3%	3.8	\$50	\$190
Provider Verification	1.8%	2.97	\$100	\$297
Rx Reviews	3.4%	5.6	\$132	\$741
Bill Review Savings	1.4%	2.3	\$689	\$1,592
Administrative Savings	4.26	702.9	\$8.80	\$6,186
Projected Navigation Annual Savings			\$19,966.98	
Annual Health Savings			Projected Navigation Savings PEPY	\$121.01

ROI / Savings Projection

Industry: Government		# of Lives	165	
Category	Annualized Utilization	# of Annual Requests	\$ Savings per Request	Total Annual Savings (Expected)
General Medical (Telehealth) Savings	19.8%	32.7	\$526	\$17,184
Mental Health	5.0%	8.3	\$1,953	\$16,112
MSK Therapy (Musculoskeletal)	3.0%	4.95	\$2,572	\$12,731
General Medical - Dermatology	3.0%	4.95	\$101	\$500
General Medical - Nutrition	1.0%	1.65	\$49	\$81
Chronic Care - Diabetes	1.5%	2.0	\$2,100	
Chronic Care - Pre-Diabetes	3.4%	6.0	\$912	\$11,666
Chronic Care - Hypertension	0.8%	1.0	\$912	
Projected Navigation Annual Savings				\$19,966.98
Projected Virtual Annual Savings				\$58,275
Projected Total Annual Savings				\$78,241.98
Projected Total Savings PEPY				\$474.19

This ROI tool automatically calculates savings per steeraage category, total annual savings, and projected PEPY savings based on two inputs: industry and employee count. Category descriptions and justification for our savings estimates can be provided in a separate document. Annualized utilization rates come from the Data team's calculations.

Government Client Performance

Summary

- 59** Active Clients – **16,217** Total Employees
- 54.6%** Total Activation
- 38.3%** Monthly Utilization
- 1,754** General Benefits Questions Answered (time saved for HR)
- 6,834** Telemedicine Consults (that steered from UC/ER - savings!)
- 461** Appointments Scheduled on behalf of members
- 9,433** Chats / Calls with HealthJoy Concierges
- 133** MSK Participants (929 Intake Surveys)
- 25,891** Health Coverage Opened (Plan Profile access)
- 69,082** Wallet Card Clicks
- 4,932** Find Care Searches

Telemedicine Redirect Savings:
\$3,458,403

Prescription Savings:
\$1,174,587

Medical Bill Reviews:
\$230,306

Administrative Savings:
\$824,012

Provider & Steerage Savings:
\$1,917,470

MSK Savings:
\$520,400*

*Numbers as of 2/13/24
*For clients who have HJ MSK program

Key Performance Highlights

22.7%

Annualized
Telemedicine
Utilization

5,330

Provider/facility
recommendations

1,160

Prescription
reviews

462

Bill reviews

92.7%

Member
satisfaction

201.9%

Overall
Client ROI

Timeline And Major Milestones

60 Day Implementation

KEY MILESTONES:

- **Benefits Overview** – high level info to begin configuration
- **Kickoff** – led by our Implementation Team
- **Gathering Benefits Info** – all info and documentation submitted through our Dashboard
- **Gathering Eligibility Info** – submit eligibility file
- **Benefits Review** – review and approve your wallet and plan selections
- **Eligibility Review** – our Implementation Team confirms all info is mapped, loaded, and audited
- **Launch Prep** – review our communication materials and best practices
- **Launch** – HealthJoy is live!

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HR Director
Collegiate Academies

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Bustle



Policygenius

vivint.

EXHIBIT B

Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

				<u>Goods</u>	<u>Services</u>		
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Per Hourly Rate/ Hours Worked	Total		
		GRAND TOTAL					

Signature

Printed Name

Exhibit C

Affidavit

_____, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by _____ (the "Employer")
in the position of _____.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the Town of Whitestown, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the _____ day of _____, 20____.

Printed: _____

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Printed: _____