

**CHESTNUT HEALTH SYSTEMS
LIGHTHOUSE INSTITUTE**

SERVICE AGREEMENT

This **SERVICE AGREEMENT** (this "Agreement") is made effective as of February 11, 2017 (the "Effective Date") by and between **CHESTNUT HEALTH SYSTEMS, INC., d/b/a Lighthouse Institute** ("CHS"), and **Webb County 341st District Court** ("Organization").

WHEREAS, it is the mission of CHS' Lighthouse Institute to help practitioners improve the quality of their services through research, training and publishing activities and, as a component thereof, conducts applied research, program evaluation, training, consultation, and management services;

WHEREAS, Organization wishes to contract with CHS for the provision of certain services, as described herein; and

WHEREAS, CHS is willing and qualified to provide such services, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall continue until completion of the Services (as defined in Section 2 hereof) (the "Term"). This Agreement may be terminated (a) immediately by Organization in the event of a breach by CHS that remains uncured for twenty-one (21) days after notification of same by Organization to CHS; or (b) at any time by either party without cause upon ninety (90) days' prior written notice to the other party.
2. **SERVICES.** CHS agrees to provide the services set forth in and in accordance with Exhibit A: Scope of Work (the "Services"), which is specifically incorporated herein by this reference. CHS represents and warrants that it has the right to perform the Services without violation of obligations to others and that it has the right to disclose to Organization all information transmitted to Organization in the performance of the Services.
3. **COMPENSATION.** Organization shall compensate CHS for the provision of the Services as set forth in and in accordance with Exhibit B: Contract Budget, which is specifically incorporated herein by this reference. CHS shall submit periodic invoices to Organization for the Services performed during a specified period. Organization shall use its best efforts to pay such invoices within fourteen (14) days of its receipt thereof.
4. **WORK PRODUCT.** For purposes of this Agreement, "Developed Work Product" shall mean any items, materials or documents (including drawings, designs, specifications, models, plans, reports,

studies, manuals, training materials, software and tools) developed or provided by CHS, or any invention (or improvement) made or conceived by CHS, pursuant to this Agreement. The parties acknowledge and agree that all rights, title and interest (including ownership of any copyrights) in and to the Developed Work Product shall belong to CHS and that the Developed Work Product shall not be considered a “work made for hire” under applicable copyright laws. Further, only CHS may seek patent protection for such developed Work Product. Organization shall execute any documents (or take any other actions) (a) as may be necessary to perfect the ownership of CHS in the Developed Work Product; or (b) as may be required to file applications and to obtain patents in the name of CHS. The provisions of this Section 4 shall survive expiration or earlier termination of this Agreement.

5. INDEPENDENT CONTRACTOR STATUS. This Agreement shall not be construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. The parties shall be independent contractors and neither of them shall be construed to be the agent, partner, employer, employee, joint venturer, or representative of the other. The parties agree that neither party shall have the express or implied right nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party except as otherwise expressly provided in this Agreement. This Section 5 shall survive the termination or expiration of this Agreement.

6. PRIVACY AND CONFIDENTIALITY.

6.1 Each party agrees to comply with all applicable federal and state laws governing the privacy and confidentiality of the individually identifiable health information of patients originating with either party, including patient names and other medical information, maintained in electronic, oral or written form (“Protected Health Information” or “PHI”) for the purposes of treatment, payment and health care operations, as such terms are defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, all as amended from time to time. In addition, each party agrees to comply with the provisions of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), as amended from time to time, and the Illinois Mental Health and Developmental Disabilities Confidentiality Act, as amended from time to time. Furthermore, each party shall comply with any new or revised legislation, rules and regulations to which the party is subject now or in the future pertaining to confidentiality and privacy of PHI. The provisions of this Section 6.1 shall survive expiration or earlier termination of this Agreement.

6.2 Each party recognizes that it may have access to confidential and proprietary information developed, created, and/or owned by the other party or its subcontractors, including without limitation, data, procedures, trade secrets, formulas, specifications, processes, methods, ideas, compilations and systems (collectively referred to as “Confidential Information”). Each party, for itself and for its agents, employees, officers and directors, agrees, understands and acknowledges that the Confidential Information of the other party shall forever remain the sole and exclusive property and proprietary interest of such party or its subcontractors, and neither party shall usurp, misappropriate or effect the Confidential Information of the other party for its business or personal benefit, or use or disclose the Confidential Information of the other party without the prior written consent of such party or its subcontractors, as

applicable. The term “**Confidential Information**” shall not include (a) information known to a party at the time of disclosure by the other party; (b) information that is or becomes known through no fault of a party through the public domain; (c) information received by a party from a third party not in violation of any right of the other party or its subcontractors; or (d) information that is independently developed by a party. To the extent either party has in its possession any Confidential Information of the other party, the party in possession shall return such Confidential Information, and all copies thereof, to the other party within ten (10) business days of receipt of notice and demand for such request from the other party. The provisions of this Section 6.2 shall survive expiration or earlier termination of this Agreement.

7. MISCELLANEOUS.

7.1 Notices. Any and all notices, demands, requests, and other communications required or permitted to be served or given to either party by the other shall be delivered personally or by certified mail, return receipt requested, postage prepaid, to the following addresses of the parties:

If to CHS: Chestnut Health Systems, Inc.
Attention: Puneet Leekha, General Counsel
1003 Martin Luther King Drive
Bloomington, Illinois 61701
Email: pleekha@chestnut.org

If to Organization: Webb County 341st District Court
Attention: Minerva Villarreal
1110 Victoria Street, Suite 302
City of Laredo, State of Texas 78040
Email: mvillarreal@webbcountytexas.gov

7.2 Amendments. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

7.3 Assignment. The parties expressly agree that this Agreement shall not be assigned except with the written consent of the other party.

7.4 Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be deemed severed from the other sections or provisions of this Agreement.

7.5 Waiver. No delay or failure to exercise any right under this Agreement by either party shall operate as a waiver of such right or of any other rights under this Agreement. A waiver on one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

7.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the State of Illinois.

7.7 Entire Agreement. This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof.

7.8 No Third-Party Beneficiaries. This Agreement shall not in any manner whatsoever confer any rights upon or increase the rights of any third-party.

7.9 Headings. The headings and numbering of the different paragraphs in this Agreement are inserted for convenience only and are not to be taken as part of this Agreement or to control or affect the meaning, construction, or effect of the same.

7.12 Counterparts. This Agreement may be signed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have signed this **SERVICE AGREEMENT** as of the date first set forth above.

CHS:

ORGANIZATION:

CHESTNUT HEALTH SYSTEMS, INC.

WEBB COUNTY

By: _____

By: _____

Name: Puneet Leekha

Name: _____

Title: General Counsel

Title: _____

FEIN: 37-0964629

FEIN: _____

EXHIBIT A

SCOPE OF WORK for DWI

- 1) ****GAIN ABS Account access for 5 authorized individuals for one year.**

****Effective Date of Services begins February 11, 2016 – February 10, 2018. Services must be renewed annually.**

EXHIBIT B

CONTRACT BUDGET

- 1) GAIN ABS Account access for 5 authorized individuals (\$252 per user) for one year:
\$1,260.00.

Total Cost for Service Period: \$1,260.00