

Therapist Agreement

Breakthrough Health Labs, Inc.

Therapist Agreement • Last updated October 1, 2026

AGREEMENT OVERVIEW

What Participation Means for You

This agreement sets the terms for participating in Breakthrough and protecting client information.

This overview covers the key points of the agreement, not every term. If it differs from the full agreement, the full agreement applies.

At a glance

- **Participation is free.** You choose whether to accept each proposed match and can pause new matches or leave the network at any time.
- **Care Start is included whenever a client requests an introduction to you through Breakthrough.** It is free for public-program matches. Your practice may handle some onboarding tasks itself. Our support commitment and fee rules stay the same.
- **Care Start costs \$30 per completed, eligible week, up to four weeks per match.** The fee includes Hawai'i general excise tax. Care Start fees may not be passed on to clients.
- **From October 15, 2026, you or your practice must accept the fee terms before you accept a new commercial-insurance or cash-pay match.** Matches accepted before October 15 stay fee-exempt, and if the fees don't work for you, you can still accept public-program matches.
- **A completed, eligible week can be charged even if no clinical session takes place,** including before a first session that never happens.

How matching and Care Start work

Breakthrough proposes matches by considering the client's needs and preferences alongside your expertise and approach. Each proposed match comes to you first. You review a client summary with their name and contact details withheld, then [accept or pass](#). If you accept, we show your profile as one of the client's options. The client may request introductions to one or more therapists, and we connect them with each therapist they select. You and the client typically begin with a free introductory consultation, then decide whether to book a first clinical appointment.

Care Start is our administrative support for getting care started: help with coverage and benefits information, scheduling, practice paperwork and appointment logistics, plus follow-up when onboarding stalls. We aim to respond within one business day. We also commit to specific service standards (Articles [5](#) and [7](#)). A confirmed service failure qualifying under Article 16.3 waives the fee for each affected week, or refunds it if already paid.

Matching protections. Among therapists eligible for a given client, matching is based on fit: fees and payment history do not affect who is presented, their prominence or their order, and every match, fee-exempt or not, receives the same matching and Care Start service. Declining a proposal never affects your listing, standing or fee-exempt eligibility.

Matching and service: Articles [4–5](#). Matching protections: [Article 9](#). Fee waivers and refunds: [Article 16](#).

Who signs and who pays

Parts A and B are required to accept any Breakthrough match, including fee-free public-program matches. The Care Start fee terms are required only to accept commercial-insurance and cash-pay matches from October 15, 2026.

- **[Part A – Participation and Care Start.](#)** Every therapist must personally accept Part A before accepting a new match.
- **[Part B – Business associate terms.](#)** This governs how Breakthrough handles client information on your practice's behalf. Your practice signs it through an authorized representative; for a solo practice, that's usually you. You can accept matches through a practice once its Part B coverage is verified. Some authorized staff may access client information to provide administrative support. As of this agreement's date, they work from the Philippines. Before getting access, each is screened and background-checked, signs a confidentiality agreement and completes privacy and security training. They follow HIPAA's privacy and security rules, including the minimum-necessary standard, so they see only what their role requires.
- **Care Start fee terms.** Signing Parts A and B doesn't commit you to any fees. Your practice decides whether to accept the fee terms, for some or all of its therapists, and pays them. You can also accept them personally for your own matches. Before you can accept a commercial-insurance or cash-pay match, whoever pays must have accepted the fee terms and have a payment method on file.

Acceptance and authority: Articles [3](#) and [32](#); Part B, [B.15](#). Payment setup: [Article 15.2](#). Staff access and screening: Article [27.2](#) and [B.9.4](#).

How Care Start fees work

Exempt matches. Public-program matches, including QUEST/Medicaid, Medicare and TRICARE, carry no Care Start fee. Matches accepted before October 15 are also fee-exempt, even if the client books or starts sessions later.

The four-week window. Fees can start only after a first clinical appointment is booked and confirmed. The four weeks begin on the day the appointment is booked, even if you report it later. If the appointment is more than 14 days away, they begin 14 days before it instead. Support before the window is free.

Rescheduling. If you and the client agree to reschedule the first appointment, the four weeks can move later to follow it, but never earlier. If they move, only the new four weeks can be charged. Once the first session happens, the dates are set.

Monthly billing. We combine your practice's Care Start fees across all matches into one monthly charge. Your statement arrives on the 8th and covers weeks completed the previous month. We charge the payment method on file on the 15th, giving you a week to review the statement and flag anything that looks wrong. You can still dispute a charge for 30 days after the 15th.

Fee conditions, exclusions and credits: Articles [11–14](#). Billing and payment: [Article 15](#). Non-Start: [Article 19](#). Ending, correction and resumption: Articles [17–22](#).

Your responsibilities

- **Report first-appointment bookings within seven days,** and answer our booking questions within seven days of receiving them.
- **Tell us when a client relationship ends,** so we stop Care Start support for that client and don't charge you for later weeks.

- **Keep your license and malpractice insurance active**, tell us promptly if either lapses or your license or supervision is restricted, suspended or conditioned, keep your contact details current, and pause new matches if you can't take new clients.
- **Respond promptly to proposed matches.**
- **Acknowledge clinical and safety messages we forward to you.** Care Start isn't a crisis service, and its channels aren't monitored around the clock.

Responsibilities and reporting: Articles [20](#), [23](#), [25](#) and [26](#).

Ending a match, stopping new matches or leaving

Ending a client relationship. When you stop seeing a client, let us know so we can close out their Care Start support and stop charging for it. The end date is usually your last session, not the day you tell us. The week containing it and later weeks aren't charged. If you've already been charged for any of those weeks, tell us by the deadline on your statement, with a record such as a calendar entry or the client's message, and we'll refund them. After that, the charges usually stand.

Stopping fee-bearing matches. You can stop getting commercial-insurance and cash-pay matches and still stay in the network. Your practice can also withdraw its fee acceptance at any time. Matches you already have keep their fee terms.

Leaving the network. You can leave at any time. You won't pay for any week that hasn't finished, but finished weeks are still owed. Your clients stay with you.

Endings: Articles [17–20](#). Resumption: [Article 22](#). Withdrawing fee acceptance: [Article 32.5](#). Leaving: Articles [33.2](#), [33.4](#) and [33.6](#).

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Incorporated documents supplied separately

[Therapist Terms of Service · Last updated September 28, 2026.](#)

[Therapist Privacy Policy · Last updated September 30, 2026.](#)

Select an entry to open that section or document.

Part A Participation and Care Start

Parties, effective dates and time conventions

Part A is between Breakthrough Health Labs, Inc., a Delaware corporation registered to do business in Hawai'i and located in Honolulu, Hawai'i ("Breakthrough"), and the licensed therapist or clinician who accepts it as described in Article 3 ("Therapist," "you").

Part B separately binds Breakthrough and the person or legal entity identified in its valid acceptance record (the "Practice Party"). A representative signing for a legally distinct practice does not become that Practice Party.

The separate fee acceptance binds the purchasing practice or expressly accepting personal purchaser (the "Billing Account," Article 2.3) under Article 1.2.

Part A takes effect on your Part A Acceptance Date. Part B takes effect for the identified Practice Party on its valid execution date; applicable coverage follows B.15.

The Care Start Fee takes effect on the Effective Date – October 15, 2026 at 00:00 HST: Care Start fees may apply to matches you accept from that date under Articles 11–16 if the applicable Billing Account has accepted the Care Start fee terms for that match. A match you accepted before the Effective Date is permanently outside Care Start fees. Nothing is ever assessed retroactively. The Effective Date is a terms date, not a billing date.

You must accept Part A before accepting a new match once the applicable Therapist Agreement has been made available to you for review and acceptance.

All dates and times use Hawai'i Standard Time (HST). Periods stated in days, dates, calendar days or calendar dates are counted in HST calendar dates. Business days are Monday through Friday in HST unless expressly stated otherwise. These rules also apply to Part B and its exhibits.

Joining the network

1 The documents you are accepting

1.1 This Agreement governs network participation, Care Start administrative services and Breakthrough's handling of protected health information for those services. Your clinical practice remains yours.

1.2 The Therapist Agreement consists of the following documents (together, the "Participation Documents"): Part A, comprising these main terms, [Schedule 1](#) and [Schedule 2](#); Part B and its Exhibits, to the extent they apply to you; and the Therapist Terms of Service and Therapist Privacy Policy identified and made available under Article 3.2. The documents that apply to you will be identified in your acceptance record and made available to you before acceptance. Later versions apply only through the applicable change provisions and do not apply retroactively.

Schedules 1–2 are binding parts of Part A, accepted with it and subject to its amendment rules and remedies, whether supplied separately or in the complete packet. Titles and Article numbers identify their provisions; location changes no obligation, permission, remedy or survival rule. The guide and express reading aids do not replace numbered terms. Part B and Exhibits A and B retain separate execution and amendment rules.

Accepting Part A participation or Part B carries no fee. Under Article 32, the Billing Account separately elects whether to accept the fee terms in Articles 2.1–2.24, 5.2, 11–22, 25 and 30.9 for its identified scope. Those terms and their supporting provisions in Articles 1–3, 5–7, 9–10 and 27–37, including incorporated dispute terms, bind Breakthrough and the Billing Account to the extent relevant to the purchase. The election affects commercial-insurance and cash-pay matching as Article 32 explains.

“You” means the Therapist for participation, match acceptance, clinical decisions and reporting. The Billing Account controls fee acceptance, payment authorization and fee withdrawal, and owes the fees. Both may dispute charges, report service concerns and seek supported corrections under Articles 14–20; one timely request protects the charge for both.

1.3 If documents conflict: (a) Part B controls protected health information; (b) Part A controls participation, Care Start and fees; and (c) the Therapist Terms of Service control other subjects. B.5.4 and B.18.4 also apply.

1.4 The Participation Documents control over public descriptions and the acceptance summary. Breakthrough preserves the summary displayed to you with your acceptance record.

2 Defined terms

2.0 Capitalized terms are defined in [Schedule 1](#) Definitions or in the Article using them. Schedule 1 contains definitions 2.1–2.25. Part B uses them as B.1.15 provides.

3 Accepting the agreement

3.1 Part A binds the individual Therapist for participation; separate fee acceptance binds the Billing Account under Article 1.2; valid Part B execution binds the Practice Party. One signing action may complete more than one component if each is expressly identified and authorized. Fee acceptance remains a separate affirmative choice. Practice fee acceptance creates no personal guarantee by its Therapists or entity signers. A covered workforce Therapist accepts participation and confirms affiliation without personally signing Part B. Breakthrough records each component under Article 3.3. The Part A Acceptance Date and Part B Execution Date are their respective HST acceptance dates; applicable coverage follows [B.15](#) and the Fee Terms Acceptance Date follows 2.14.

3.2 Signing components:

a. Affirmatively accept Part A for network participation, without a fee.

b. Execute Part B and Exhibits A and B only for the identified Practice Party and only with authority. A covered workforce Therapist confirms affiliation and relies on verified practice coverage without personal Part B execution. One signing action may complete (a) and (b) in separately identified authorized capacities.

c. The Billing Account separately accepts or declines the fee terms identified in Article 1.2 through an authorized signer, identifying the purchasing person or entity and its scope. For a practice purchase, the scope under Article 15.6(a) must be expressly stated in the fee election presented to the authorized signer. Declining or not answering does not itself permit removal of any Therapist from the network.

d. You must personally accept Part A and any personal purchasing election through your own authenticated portal account. Authorized practice representatives may use the portal or an authenticated invitation into Breakthrough’s designated online signing process under Article 3.4 and B.15. A practice-only signer need not create a permanent account or therapist profile or accept personal Part A. Breakthrough authenticates the signer; practice connection and authority follow B.15.2. Account creation or invitation access alone establishes no practice authority.

Before any signing action, Breakthrough supplies a downloadable packet containing the full Part A main terms, Schedules 1–2, Part B and Exhibits A and B. The packet identifies the incorporated Therapist Terms of Service and Therapist Privacy Policy by title, version, edition date, applicable effective date and direct links to those fixed versions. Both policies, including applicable dispute terms, must be available to read and download before acceptance but need not be reproduced in the packet. Breakthrough supplies copies on request before acceptance, including through the representative invitation route in Article 3.2(d). The packet and identified policies together form the complete Participation Documents under Article 1.2. Breakthrough may record acceptance only against a complete, reproducible set of versions and preserves those texts under Articles 3.3, 29 and 30.1(d). The parties consent to electronic transactions and signatures under B.18.8.

Breakthrough keeps your acceptance record under Article 29 and makes it available under Article 30.1(d). Article 3.3 in Schedule 2 preserves the acceptance and availability rules.

3.4 You must personally accept your Part A participation and any personal purchasing election under Article 3.2(d). An authorized representative may accept the practice’s Part B and practice fee terms, identifying the party, capacity and authority for each acceptance. Assistance with reading, navigation or setup does not substitute for your personal assent. Naming a practice without authority does not bind it. A sole proprietor is one legal person in distinct capacities; an incorporated practice and its human signer are separate.

3.5 Breakthrough agrees to these terms by issuing this Agreement and providing services. No signature from Breakthrough is required.

3.6 If Part A or required practice verification is still pending, you remain listed and may complete profile setup, license verification and training. Part A may be completed separately. You may not accept a new match or perform work that requires missing practice coverage or authority until [B.15](#) verification is complete. Existing commitments remain governed by their applicable terms.

Matching and administrative support

4 Breakthrough's matching service

4.1 After intake, Breakthrough creates and records proposed client–Therapist matches. Breakthrough presents you as an option to a client only after you accept the proposed match. Clients choose among Therapists who have accepted. They may request contact or consultations with one or more of them, choose none, or ask Breakthrough to look for other Therapists. Breakthrough connects the client with each selected Therapist. Breakthrough ordinarily seeks at least two suitable, eligible and reasonably available Therapists who have accepted. If a second option would delay access, Breakthrough explains the limitation and offers the client a choice: proceed, wait or look for other Therapists. A single option is never presented as a comparison. Matching is provided in Hawai‘i. “Client” includes prospective clients; B.1.12 is narrower for Part B.

4.2 You choose whether to accept each proposal; Breakthrough neither assigns clients nor presents you before acceptance. Declining needs no reason and creates no fee or general ranking penalty. Only 9.6 permits client-specific fit learning. Accepting lets Breakthrough present you to the client as an option. It does not commit you to provide care and does not itself create a fee.

4.3 Breakthrough is not a healthcare provider, employer, staffing agency, supervisor or party to your clinical relationship. That relationship is solely between you and your client.

4.4 You are an independent professional, responsible for your taxes, licensing, insurance and business expenses. This Agreement creates no employment, agency, partnership or joint venture. You cannot enter into agreements or make commitments on Breakthrough's behalf.

4.5 Breakthrough guarantees no number, frequency or quality of matches, introductions, clients, sessions, reimbursement or revenue.

4.6 Part B, Article B.3 governs Breakthrough's own-account consumer matching and its work on the applicable Practice Party's behalf.

5 Care Start services

5.1 Care Start is the client-specific administrative support described below. For a Breakthrough-sourced client, the Care Start Commitment begins when the client requests an introduction to you, subject to this Agreement's ending and suspension rules. Support before the Coverage Start Date is unbilled; fees may apply only within the 28-day Care Start Window determined under Article 12.3. Part B governs information handling according to the work performed.

The Care Start Commitment ends at the earliest of Window closure, Match End or a Care Start Stop Date, subject to resumption under Article 22.1. Ending the Commitment does not end clinical care. Obligations that expressly continue remain in force, including billing corrections, rematching, handling later messages and protecting, returning or deleting information.

After the Commitment ends, Breakthrough may provide additional administrative assistance without additional Care Start fees. That assistance does not itself restart the Commitment, extend the Window or restart the special routing and acknowledgment duties. It remains subject to applicable authority, client permissions and Part B's access, use and disposition requirements.

Breakthrough normally performs the four onboarding functions below. Your practice may choose to handle any of them itself under [Article 6](#), "Your practice's onboarding choices." That choice does not change any applicable Care Start fee. Breakthrough remains responsible for the support listed afterward and does not routinely duplicate functions your practice has chosen to handle.

Onboarding your practice may handle

- a.** Coverage and Benefits Verification: Breakthrough assembles and reports coverage and behavioral-health benefit information from the client's intake and other Reliable Records. If direct verification is offered, Breakthrough may also contact the client's payer after Booking Confirmation to check that information. Breakthrough does not guarantee payment; you remain responsible for your own verification.
- b.** Scheduling and First-Appointment Coordination: arrange appointments and follow up on rescheduling or missed appointments through booking links, relayed times or an optional calendar connection. Calendar access is limited to free/busy availability and creating, changing or cancelling only events Breakthrough created. Event names, details and guests of other events are excluded. You may revoke the connection at any time.
- c.** Intake-Form Delivery: deliver your forms at your chosen timing and remind the client to complete them. Breakthrough may also, on the Practice Party's behalf, prefill forms from client-supplied information, including clinical answers; track or verify completion; and receive, read, store and forward completed forms under Part B.
- d.** Client Logistics Check-In: non-clinical assistance with paperwork, appointments, coverage and other onboarding logistics.

Support Breakthrough continues to provide

Breakthrough remains responsible for the following functions regardless of the practice's elections:

- e. Classify the payer from Reliable Records under Articles 14 and 25.
- f. Maintain assistance channels, respond under Article 7, and help with or assume a Routine Onboarding Function when onboarding is Stalled.
- g. Answer clients' administrative questions about matching, onboarding, scheduling, Breakthrough and rematching; route clinical content under Article 26.
- h. Administer Match End under Articles 17–21 and maintain the Coverage Ledger.
- i. With the client's affirmative confirmation, offer fresh options under Article 22.
- j. Report the status of Care Start activities to you.
- k. Carry out administrative changes you request through the assistance channel, including updates to your profile, availability, capacity to accept clients and other administrative details about your matches, and confirm when they are complete. This service does not authorize handling clinical information.

Changes to notice addresses, urgent or backup contacts, coverage designations, payment arrangements and practice contacts follow Schedule 2, Article 5.1(k).

Care Start services are limited to the activities listed above and additional administrative onboarding functions permitted by Exhibit A-1, Row 16. Only those activities, within their applicable permissions, and the separate uses expressly allowed by B.4.2, B.4.3 and B.4.6 authorize handling of PHI (as defined in B.1.4).

5.2 Care Start pricing is governed by Article 11. Article 13 states the complete billing test.

5.3 Breakthrough keeps a reliable Coverage Ledger establishing performance and eligibility and explaining charges under 2.2 and 5.5. It contains no clinical status. Its entries are not conclusive proof and do not override underlying facts or Article 16.4. Required evidence at Cutoff remains a billing condition.

5.4 You provide intake materials or links, timing directions, practice and urgent contacts, availability and reasonably necessary non-clinical instructions.

5.5 Breakthrough may revise its internal tools and administrative methods. These Care Start Operating Procedures are not contract terms. Changes to any express Agreement term require the applicable amendment process; guidance adds no duty or billing condition. Breakthrough supplies current guidance and material changes affecting your use, but need not deliver or preserve every internal revision. Required retention and retrieval of accepted terms, material notices and other records remain unchanged.

a. Breakthrough retains records sufficient to establish and explain services performed, billing eligibility, booking and service dates, match-status changes, service failures, and corrections and remedies, including each correction's source, author and date. Changes to records or systems must preserve this evidence, historical facts and traceability. Deletion is permitted only under Article 29, Exhibit A-3, or applicable law and B.16.5, subject to any documented and scoped legal hold.

6 Your practice's onboarding choices

6.1 Your practice may perform any whole Routine Onboarding Function in Article 5.1(a)–(d). Set or update your onboarding preferences through the portal or by email under Article 7.1. An election or change takes effect when Breakthrough receives it and applies to later client-directed introductions. Breakthrough confirms it; a delay in recording it does not postpone its effect.

a. Your election does not change the fee. Breakthrough remains responsible for the functions in Article 5.1(e)–(k) regardless of the practice's elections.

- b.** Matching work before the client requests an introduction remains outside the election and the fee.
- c.** The practice may set standing onboarding instructions and authorize Therapists to vary them for their own matches.
- d.** An introduced match keeps its original election. Changes govern only later introductions.
- e.** Help on a particular episode does not change the standing election.
- f.** Breakthrough must not initiate work duplicating an elected function. Client-initiated communications, Article 25 prompts, safety routing, client-confirmed rematching and permitted Stalled-onboarding help are exceptions. On a match for which Care Start fees may apply, the fee-waiver remedy in Article 16.3, subject to its timing rules, is the exclusive remedy for confirmed duplication that causes rework. On a fee-exempt match, that remedy is not exclusive. Confirmation means Breakthrough's acknowledgment or determination under Article 16.1.

7 Assistance channels and response standards

7.1 For Care Start assistance, email concierge@breakthrough.me or reply to your introduction email thread. For the response target and nonresponse threshold, a request counts from its first receipt at an email address designated in Article 35.1 or through an active matching or onboarding email thread, even if sent to the wrong designated address; no formal invocation or internal transfer is needed.

Breakthrough must provide the administrative support for which it is responsible under Article 5.1 with reasonable diligence and respond as soon as reasonably practicable. Its target is a substantive response within one business day. Missing that target alone does not establish a breach; the binding service duties and Article 16.3 remedies remain.

Business days are Monday–Friday HST. For response deadlines, a request received before 5:00 p.m. HST on a business day is counted as received that date; otherwise, it is counted as received on the next business day. The response target is the end of the next business day after that counted receipt date, and Article 16.3's three-business-day nonresponse threshold is the end of the third business day after that date.

A substantive response provides help, identifies action, or gives the next step and expected timing. An automated receipt is insufficient; final resolution may take longer.

When Breakthrough learns that onboarding is Stalled, it offers assistance under this Article's ordinary-support response standard, without requiring a request. Before taking over a function the practice elected to handle, Breakthrough coordinates with the practice's authorized contact.

7.2 Clients may seek administrative help through an active matching or onboarding thread or by emailing support@breakthrough.me. The same response, receipt and substantive-response rules apply. Breakthrough owes the service regardless of which employee is assigned.

Except where another provision expressly applies them, Articles 7.1–7.2's response standards apply during the Care Start Commitment. A request received before the Commitment ends retains its applicable response deadline and remedies. Additional assistance after the Commitment ends does not itself create an ongoing obligation to provide further assistance or restart those response standards.

7.3 Breakthrough maintains monitored assistance channels and sufficient staffing to provide the agreed administrative support and meet its response obligations under Articles 7.1–7.2.

Safety content follows Article 26, B.13 and Exhibit B's separate clocks on every date, including weekends; this administrative business-day standard does not suspend those duties.

8 Clinical independence

Breakthrough's role is administrative. It does not:

- a. provide therapy, counseling, crisis intervention or other clinical care;
- b. interpret questionnaires, diagnose, triage, label severity, assess clinical risk or judge treatment effectiveness. It may administer intake questionnaires and mechanically total responses, passing answers and totals without interpretation to the chosen Therapist. Article 9.6's fit measurement is a matching function;
- c. supervise you, direct treatment or review clinical work;
- d. decide whether you accept, continue with or discharge a client;
- e. make emergency or crisis decisions; Article 26 and B.13 govern routing;
- f. control clinical judgment, methods, prices, schedule, caseload or documentation;
- g. propose a rematch based on its own clinical assessment of care, or ask about or offer rematching except as Article 22 permits; or
- h. bill for therapy, process clinical payments or share clinical revenue.

You remain responsible for clinical care and the professional duties associated with it. Breakthrough remains responsible for the administrative support and safety-message routing it promises under this Agreement. Care Start is not a crisis service and is not monitored around the clock.

9 Client choice and matching independence

9.1 Breakthrough presents Therapist options for clients to compare and may vary their order or prominence under this Article. It does not claim to make a clinical recommendation; the client chooses.

9.2 Among Therapists eligible for a client, payments to Breakthrough do not affect which Therapists are presented, their prominence or their order. There are no paid tiers within that pool.

9.3 Within an eligible pool, scoring and ranking cannot use fees paid or accrued, exemptions, unpaid balances, disputes, chargebacks, payment history or revenue generated for Breakthrough. Acceptance counts, decline rates and overall willingness to accept matches cannot be used as a general ranking bonus or penalty, directly or through proxies. Proposed-match responses may affect client-specific fit only as Article 9.6 permits.

Declining a proposed match does not affect network listing, membership, general standing or fee-exempt eligibility. Repeated nonresponse may lead to the pause described in Article 24.1; expressly declining never counts toward that pause.

9.4 New commercial and cash-pay matches require the applicable Billing Account's acceptance of the Care Start fee terms under Article 32; public-program and Unverified matches do not. Subject to Articles 15 and 16, Breakthrough may pause only new matches for which Care Start fees may apply if a required payment method is missing or the unpaid-balance conditions in Article 15.3 are met.

These fee and payment eligibility checks apply before the Therapist accepts a new match; they do not themselves prevent Breakthrough from preparing or sending proposals. Breakthrough honors authorized fee withdrawals and Therapist instructions to stop new matches under Article 32.5, including stopping proposals within their affected scope.

Fee and payment status otherwise does not affect your network listing, standing or fee-exempt eligibility. License and supervision pauses under Article 24.2 apply to all new matching. Payment-related pauses apply

only to the affected Billing Account under Article 15.6. Required-update restrictions under Article 30.8 are separate and may affect all new matches within their stated scope.

9.5 Breakthrough uses controls to keep fee and billing information out of matching, scoring and therapist selection, except as permitted by Articles 9.4 and 9.7. Breakthrough periodically runs automated tests to check that separation.

9.6 Among eligible Therapists, matching may consider client needs and preferences, clinical and practical fit, availability, capacity and responsiveness to matching communications. Signals measure fit, not clinical quality, and apply equally to fee-exempt and other matches. Financial information and fee status are not inputs. Changes to contractual rights or obligations follow Articles 30–31.

Breakthrough may use your acceptances, declines and voluntarily stated practice preferences to learn fit between your practice and particular clients' needs or practical requirements. This may affect whether, how often or where you appear for those clients; it cannot reward or penalize your general willingness to accept matches. This permission covers proposed-match response status and practice preferences, not fee elections, billing or onboarding answers or clinical explanations about an identifiable client. A single decline without a reason does not establish a continuing preference. On request, Breakthrough identifies the material inferred practice preferences or exclusions it applies to you, and you may correct them under 29.6. Your stated preferences control over conflicting inferences. This does not require disclosing model internals, individual signals or ranking explanations. This use is subject to this Article's correction and equal-treatment requirements and Article 9.7's data restrictions.

9.7 PHI cannot be used to select, score or rank matching options under B.3.4 and B.5.2. Subject to Article 9.3 and the first paragraph of Article 9.6, matching may use datasets and models permitted by B.4.6, including de-identified administrative results, even where the source facts also appear in the Coverage Ledger. This does not permit identifiable onboarding answers held in Business Associate Capacity (BA) or prior-episode records to inform an individual's options. Article 9.6's fit-learning permission does not override the applicable information-use and model-training limits. Labels or transfers cannot convert BA records into first-party data.

9.8 Fee-exempt matches and matches for which Care Start fees may apply receive identical matching and Care Start service.

10 Client disclosures

10.1 Before showing any Therapist names, Breakthrough tells each client:

a. Payments. Some participating practices or therapists pay Breakthrough a flat Care Start administrative-support fee after a first clinical booking is confirmed and the Agreement's billing conditions are met. Eligibility for new commercial-insurance and cash-pay matches requires the responsible practice or personal purchaser to accept the fee terms and meet applicable payment requirements. Eligible public-program matches and matches whose payer category cannot be reliably verified remain available without fee acceptance. Clients do not pay this fee. Within the eligible pool, fees, fee eligibility and payment history do not affect which Therapists are shown, their order or prominence.

b. Options. Breakthrough presents participating Therapists, not every licensed Therapist in Hawai'i. Options may reflect fit, responsiveness to matching communications, availability and capacity; inclusion is not an endorsement or quality guarantee. Fee-related eligibility and neutrality within the eligible pool are described above.

10.2 Before sending an introduction, Breakthrough obtains the client’s permission for Care Start contact. This permission is separate from your clinical consents. Withdrawal of Care Start contact permission follows Article 21.3(c); limiting one channel or message type is not itself withdrawal.

Fees and payment

11 Rates and limits

11.1 Joining and remaining in the network is free. Care Start is the only charge under this Agreement.

11.2 The Billing Account pays the Care Start Fee. Neither the Billing Account nor the Therapist may charge, invoice, collect or pass the Care Start Fee through to a client, including through a surcharge, line item or increase in clinical fees intended to recover it. The fee is never a percentage of clinical charges. Separate terms for Breakthrough’s consumer service do not change these obligations. Clinical payments remain solely between you or your practice and the client or payer. Breakthrough does not bill for therapy, process clinical payments or receive a share of them.

11.3 The Care Start Fee is \$30 per Billable Period, up to four periods and \$120 per Qualifying Match, including applicable Hawai’i general excise tax, subject to Articles 12–14, 15.1 and 16.1–16.3.

11.4 Only completed Billable Periods under 2.2 earn fees, up to four. Fees are never per session or based on clinical outcomes, collections, reimbursement or events after the applicable Window; eligibility conditions can only reduce them. Session-occurrence facts may be used only as permitted by Article 27.3; routine later-session attendance is not a condition for earning fees.

11.5 The rate is uniform across Therapists, license types, specialties, islands, payer mixes and service modes. It does not vary with clinical prices, reimbursement, session counts or the chosen Therapist. There are no founding, introductory or other discounted rates. [Article 14.7](#) credits are separate.

11.6 Care Start is provided without charge for public-program matches. No Care Start Fee applies to Excluded Payer Program coverage or a period that is Unverified under Article 14.

11.7 Breakthrough clarifies bookings with different Therapists under Article 21.1 before treating them as separate Care Starts. Returns and rematches follow Article 22. An internal practice transfer creates no fee without a separate Breakthrough introduction to the incoming Therapist; otherwise the outgoing Therapist’s Match End ends Care Start. Neither the outgoing nor the incoming Therapist is required to request a rematch.

12 When Care Start begins and how dates are set

12.1 Booking Confirmation. Booking Confirmation documents the first clinical booking. Without it and a confirmed first-session booking, no Window or fee arises, regardless of match acceptance or work performed. Confirmation does not begin the Care Start Commitment (Article 5.1), itself earn a fee or move the Window (Article 12.3). Article 13.1(c)–(d) governs late confirmation and the required evidence at Cutoff. Part B governs information handling according to the work performed.

12.2 Booking information and confirmation. A consultation never opens a Window; for the first clinical session afterward, the Booking Date is the date that session was originally arranged. Breakthrough uses the Booking Date stated by you or your practice. If neither of you can state it, Breakthrough uses the client’s. If the client also cannot, Breakthrough uses the HST date it received the report, but no later than the stated first-session date. The Booking Confirmation records that Booking Date, the originally scheduled first-session date, that it is a clinical session rather than a consultation, and the confirmation date. Supported first-session

rescheduling and the first session's occurrence are recorded without overwriting the earlier record. Exhibit A-2 records sources and other inputs. Breakthrough asks for no session content.

12.3 Coverage dates and first-session rescheduling. Initially, the Coverage Start Date is the later of the original Booking Date and the fourteenth HST date before the originally scheduled first session. The Window contains twenty-eight consecutive HST dates, divided into four seven-date Coverage Periods.

Before the first clinical session takes place, an agreed rescheduling recalculates the start using the original Booking Date and replacement appointment date. Only a later calculated start replaces the currently established start, moving the same four periods and corresponding Commitment endpoint later. Moving the appointment earlier leaves the dates unchanged. Once the first session takes place, the dates are fixed. Reliable Records establish these events; recording them later does not change the dates. This rule cannot reverse a Match End or final Stop Date or move a Window resumed under Article 22.1. Corrections follow Article 12.4.

Breakthrough records revised dates and adjustments and notifies the affected Therapist and Billing Account of them. Displaced unpaid fees are voided; paid fees are refunded or credited under Article 16.1 regardless of the Adjustment Date. Replacement fees must independently satisfy all billing conditions. An existing whole-match exemption remains; a forfeiture, exemption or remedy already attached to a numbered period remains attached to it after revision.

There is one four-period/\$120 cap across all revisions, including fees paid with credits. A refund still processing does not permit duplicate collection. Replacement collection waits for the corresponding refund or permitted credit adjustment to complete and follows Article 15.1.

12.4 Booking corrections. Either party may correct, on a Reliable Record, an input that was wrong when recorded, and must tell the other party. Correcting the otherwise fixed Booking Date or first-session date resets the Coverage Start Date and the four Coverage Period boundaries to match the corrected input, subject to Articles 15.1 and 29.6. Rescheduling is not a correction.

12.5 Unsupported periods. A Coverage Period unsupported by the Coverage Ledger at its Cutoff is not billed or back-billed.

13 When Care Start fees are earned

13.1 When a period is billable. A Coverage Period is a Billable Period only if all of the following conditions are met:

- a.** Seven dates completed. All seven HST dates have ended.
- b.** Active match. The match was active throughout: no billing-effective Match End applied on any date. Under 22.1, resumption displaces the earlier Match End from the Resumption Date; the gap from Match End through the HST date before the Resumption Date remains inactive.
- c.** Commitment in force. The Care Start Commitment was in force on the period's first HST date and remained in force through its last date. A later booking report or Booking Confirmation does not itself make the period unbillable.
- d.** Supporting evidence. At Cutoff (2.10), the Coverage Ledger supports the required Booking Confirmation and the period's completion.
- e.** No exemption. The period is not fee-exempt and satisfies Article 15.6(c) if the practice arrangement changes.

The period's last HST date must precede both any billing-effective Match End Date and any Care Start Stop Date (18.1, 21.3).

Articles 16.2 and 16.3 govern service suspensions and service failures.

13.2 Endings, incomplete periods and resumption. Match End makes the Coverage Period containing the Match End Date and all later periods incomplete, even if the Match End Date is that period's last date. An incomplete period costs \$0; earlier eligible completed periods remain payable. Non-Start and resumption leave inactive dates unbillable. No period bills twice, and endings or resumption cannot extend the then-applicable Window or cap. Article 20.1 governs report timing.

Example. With periods September 1–7 and September 8–14, a Match End Date of September 17 leaves \$60 payable; September 14 leaves \$30 because the second period is incomplete. Other billing conditions must also be met. Article 18 determines the ending date, not simply the report date.

13.3 Attendance and missed sessions. A session taking place does not itself earn a Care Start fee. Billable Periods can be charged even if no session takes place. First-session rescheduling follows Article 12.3. Article 19's Non-Start rule can reduce fees after a missed first session.

14 Care Start fee exclusions and credits

14.1 When no Care Start fee applies. No Care Start Fee applies where:

- a. the client is covered by an Excluded Payer Program;
- b. the payer category is Unverified for the period under Article 14.2;
- c. a Documented Intake Defect (25.7) is established under Article 14.6;
- d. the record duplicates the same match or does not represent an actual client–Therapist match;
- e. **you accepted the match before the Effective Date under Article 2.20(b), even if the client books or attends afterward; acceptance without fee acceptance is separately addressed under paragraph (f);**
- f. **no Billing Account had validly accepted these fee terms for the applicable Therapist and practice arrangement when you accepted the match. Article 32.3 requires that fee acceptance for new matches for which Care Start fees may apply. Later fee acceptance or adding a Therapist or arrangement to its scope does not change the status of a match already accepted.**

14.2 Breakthrough determines payer category from Reliable Records; uncertainty must not delay matching or care. An initially Unverified match may qualify for fees for a fixed period only if Commercial Coverage or Cash-pay is established on or before that period's first HST date and Article 14.1(f)'s fee-acceptance requirement is met. Verification after that date leaves the period unbillable. Payer verification does not change the Window, period boundaries or cap.

Excluded Payer Program coverage at the Coverage Start Date, including secondary or dual coverage, permanently exempts the match from Care Start fees; later clarification, self-pay conversion or estimated charges cannot make it billable. If Breakthrough showed you an excluded category before acceptance, that category also binds unless corrected on a Reliable Record before the Coverage Start Date; Breakthrough applies that protection automatically. Excluded coverage that already existed but is discovered later is corrected and refunded under 14.4(c). Newly effective excluded coverage follows Article 14.3.

14.3 If excluded coverage first becomes effective during the Window, accrual stops on its effective date. Periods completing on or after that date are not billable; earlier completed periods remain earned. Retroactive coverage uses its actual effective date: on or before the Coverage Start Date, Article 14.2 excludes the whole

match; inside the Window, this Article applies. Breakthrough uses the payer's record and resolves absent or unclear evidence toward exclusion under 14.5. Clinical care and ordinary Match End rules are unaffected. Amounts made unbillable under this Article are voided or refunded under Article 16.1, regardless of its dispute deadline or the Adjustment Date.

14.4 Breakthrough controls payer classification under these safeguards:

- a. Statements include the classification information required by Article 15.1.
- b. On request, Breakthrough supplies the match's payer category and supporting record type under Article 29.5, without requiring a dispute.
- c. Misclassifying excluded coverage, including excluded coverage that already existed but is discovered later, is Breakthrough's own error. Whenever it is found, Breakthrough promptly voids unpaid charges and refunds paid charges under Articles 14.2 and 16.1, without a dispute, separate claim or Adjustment Date limit. Other billing rules cannot override a fee exemption.

14.5 Breakthrough promptly corrects information affecting exclusions when it learns of an error; the Therapist and the Billing Account may provide such information. Genuine factual doubt prevents billing under Articles 14.2–14.3. Breakthrough records program classification in Exhibit A-4 and applies it uniformly. Program-list updates follow Exhibit A-4 and B.12.2(b). Changes to contractual exclusion rules that affect amounts owed require Article 30.2; applying existing rules to newly verified client information follows Articles 14.2–14.3.

14.6 The Therapist or the Billing Account may identify a suspected Documented Intake Defect in writing through the designated channel within 30 days after the first statement following Window closure, or 30 days after closure if no statement issues. Breakthrough compares the intake record, sent introduction and your evidence and gives a substantive written decision with supporting facts within 14 HST dates, subject to Article 16.1's requirements for one investigation extension. An established defect exempts the whole match. Unpaid lines are void; paid lines follow Article 16.1, with its refund deadline running from establishment of the defect. You may challenge an adverse decision under Article 16.1, with its 30-day period running from that decision. The Ledger records the claim and result. Your silence never creates a fee, establishes an adverse fact or waives a right.

14.7 Care Start credits. Breakthrough may issue Care Start credits in its discretion. Credits never depend on payer mix, match or client counts, or on accepting proposed matches. A Care Start credit is an amount that can be applied toward Care Start fees. Each credit will state who receives it and any applicable conditions. These discretionary credits have no cash value and cannot be transferred or exchanged. An elected statement credit under Article 16.1 represents money owed, not a discretionary grant subject to these restrictions.

Credits apply automatically under their terms to otherwise payable Care Start fees, reducing the Billing Account's payment without changing the rate or making the match fee-exempt. Credited periods count toward the four-period and \$120 cap per Qualifying Match; excluded or unbillable periods consume no credit.

If a fee is voided or cancelled, Breakthrough reverses the applied credit and restores it under the original grant's terms, without expanding its permitted use or extending its amount, period or expiry limits. Any money paid is refunded under the applicable refund rule.

15 Statements and payment

15.1 Monthly statement. On the eighth of each month, Breakthrough emails one consolidated statement per Billing Account for periods ending in the preceding month. For a proposed charge, the statement is the notice under Article 15.2. No statement is required if there is no amount, correction, reversal, refund or credit.

Rescheduling under Article 12.3 and deferred replacement collection below may place periods in later billing cycles without adding periods or increasing the cap.

What it shows. For each match, the statement shows the responsible Billing Account for each listed period, Therapist and practice arrangement, and non-identifying match label; charged periods with their dates, payer category and amounts; credits and refunds; cumulative charges against the \$120 cap; a short explanation of changes affecting the amount owed; the proposed charge date where applicable; the Adjustment Date; “Ended earlier?” instruction and deadline; and instructions for requesting supporting records under Article 29.5. Statements exclude client names and clinical detail. Access to client identity requires authentication and a role check. Layout may change without losing usability.

Corrections and refunds. An omitted or Cutoff-unsupported period cannot be added later, including through booking correction or rescheduling. Required reductions follow Article 16.1. Breakthrough records each adjustment and notifies the Billing Account and affected Therapist of it within their permitted access.

Deferred replacement collection. Breakthrough lists a replacement fee under Article 12.3 on its otherwise required statement. If the corresponding refund or permitted credit adjustment is incomplete, Breakthrough marks the fee deferred and excludes it from collection. It includes the fee for collection on the first regular monthly statement prepared after completion, with collection on that cycle’s fifteenth under Article 15.2. If completion is delayed after that statement, it defers the fee again. Deferral does not renew the retry allowance. Articles 15.3 and 16.1 govern its unpaid and dispute clocks; Article 15.4 governs its Adjustment Date.

Before charging. Breakthrough applies every known reduction before charging on the fifteenth and provides a corrected statement or correction notice identifying the reduced amount at least one HST date beforehand. It never charges above the most recently notified amount or defers a known reduction.

Retries and invoices. A declined charge permits one retry after three more HST dates’ notice. If the retry fails, Breakthrough issues an invoice dated that HST date, due in 14 HST dates, with no automatic charge. Decline alone does not remove the method or permit a matching pause.

Charging after a dispute. If a timely dispute paused a scheduled charge, Breakthrough may charge the unpaid amount determined due in its substantive written decision under Article 16.1 after fresh notice under Article 15.2. Only amounts already included in the statement may be charged, without duplicate collection or restarting the retry allowance. Article 16.1’s chargeback rules remain.

Except for that retry or a charge following a dispute under this paragraph, no new amount is charged after the fifteenth in that billing cycle.

What a dispute pauses. Until Breakthrough’s substantive decision under Article 16.1, a timely dispute pauses only the named charge, collection, its unpaid clock, the dispute-filing deadline under 16.1 and the match’s unexpired Adjustment Date; a dispute alone does not revive an expired deadline. The latest notice sets a retried or re-noticed charge date; a dispute does not move the Cutoff under 2.10. Breakthrough’s decision deadlines under 16.1 continue to run. Article 15.3 governs unpaid amounts.

15.2 Payment method. No payment method is needed to accept the Agreement, including its fee terms, remain listed or receive Fee-Exempt Care Starts. Before a new match for which Care Start fees may apply is accepted, its Billing Account must have a stored payment method, subject to this Agreement’s payment arrangements and exceptions. The processor holds it; Breakthrough does not retain the full card number. The Billing Account authorizes email invoices and charges for amounts it owes under this Agreement, including amounts determined due under Article 16.1, subject to the notice requirements, dispute pauses and charging limits in Articles 15–16.

Charge notice and disputes. Breakthrough emails the Billing Account the amount and proposed charge date at least three HST dates before charging. The billing email address is the address provided for billing by the Billing Account or its authorized representative, or, if none, the address provided with its fee acceptance. Address changes follow Article 35.1. For charging purposes under Articles 15.1–15.2, notice is effective when sent to that address; receipt, opening or acknowledgment is not required. The Billing Account or Therapist may dispute a charge under Article 16.1 by identifying the charge and the concern about it.

Replacing or removing a method. The Billing Account may replace its method at any time. It must keep a valid method while amounts remain unpaid or fees could arise for a remaining period; otherwise it may remove it. Missing-method matching restrictions follow [Article 9.4](#). Accrued amounts remain invoiced; an unpaid balance alone does not authorize a charge. Breakthrough may keep the method saved with the processor for future eligible matches while fee terms apply. It instructs the processor to delete the method on request, subject to amounts due or an alternative lawful payment method, and in all cases after the applicable fee enrollment ends and outstanding amounts are resolved. The billing record retains only brand and last four digits.

15.3 Unpaid amounts. There are no late fees. For each amount, its first properly noticed collection date is the first date collection is permitted under Articles 15.1–15.2. The unpaid clock runs from that date, excluding timely-dispute pauses and required collection deferrals under Article 15.1. A later statement, failed charge, retry or invoice for the same unchanged amount restarts neither the clock nor the Article 16.1 dispute deadline. Before pausing new matches, Breakthrough contacts the Billing Account and gives a reasonable opportunity to resolve the undisputed amount. After the amount’s unpaid clock has run for more than 30 days, and never before the applicable payment due date, Breakthrough may pause only new matches for which Care Start fees may apply under that Billing Account until resolution. Breakthrough notifies affected Therapists of the eligibility effect without disclosing other Therapists’ match records.

Unpaid amounts or chargebacks do not permit network removal or adverse listing, ranking, standing or fee-exempt eligibility.

15.4 Deadline for correcting charges after an earlier ending (Adjustment Date). The Adjustment Date is the deadline for reporting an earlier Match End to obtain reversal or refund of periods already charged, subject to [Articles 20.1](#) and 16.1. It does not close the match or decide when clinical care ended.

The match’s Adjustment Date is thirty calendar dates after the latest statement that first presents a genuinely new charge for that match and displays the required Adjustment Date, subject to the notice protections and pauses below. That deadline applies to all charged periods for the match. The deadline is never earlier than thirty calendar dates after a statement presents a charge for collection for the first time. Subject to that minimum deadline, repeating an existing charge, changing its collection date or reducing or reversing it does not restart the deadline. A revised period under Article 12.3 is new only when its dates actually change; renaming or reissuing an unchanged charge is not new. Any independently protected later deadline remains.

Article 15.1 governs the pause of an unexpired Adjustment Date; its remaining time resumes after the substantive decision. Each statement listing the match shows the date as it stands then. A statement omitting the match does not start or advance its deadline. If a statement that would start or advance the deadline leaves the required Adjustment Date blank, it does not start or advance the deadline; Breakthrough sends a corrected statement displaying the date and allows at least thirty calendar dates from that correction, subject to applicable pauses and any protected later deadline. A later statement’s missing date does not itself erase or pause an earlier valid deadline. A missing required Adjustment Date does not itself automatically void otherwise valid charges.

The exception for Breakthrough's own contemporaneous records in [Article 20.1](#) remains, as do Breakthrough's duties to correct its own errors, including excluded-coverage misclassification, under Articles 16.1 and 14.4(c). A timely report may require processing afterward within the applicable correction or refund deadline.

15.5 Cutoff. A Coverage Period's Cutoff is 11:59:59 p.m. HST on the seventh calendar date of the month after the month containing its last date. This is the deadline for required Booking Confirmation and supporting evidence, not the scheduled charge date. It is unaffected by whether a statement issues, lists the period or results in a charge.

15.6 Purchasing arrangements and account responsibility. For matches within an accepted purchasing arrangement, Breakthrough identifies one initial Billing Account within its accepted scope before the Therapist accepts the match. Responsibility for later periods may change only under (c).

a. Practice purchase. An authorized representative may accept responsibility for Care Start fees on behalf of a Practice. The acceptance must expressly identify its scope: all current and future verified Breakthrough Therapists providing care through the Practice, or a specified narrower scope. A narrower scope may cover only the signer's own matches through the Practice or specified Therapists or arrangements; scope does not change the purchasing legal person or entity. Practice-wide coverage is not inferred from silence or affiliation alone.

Each Therapist's affiliation and applicable practice coverage or authority must be verified under B.15.2. Adding a Therapist who qualifies under B.15.2 within the expressly accepted scope requires neither new fee acceptance nor billing-contact approval solely for that addition; expanding that scope requires acceptance by an authorized practice representative.

The Practice is responsible for Care Start fees covered by its acceptance. A sole proprietor and the Practice are the same legal person, so a validly authorized practice purchase is the proprietor's own obligation. Therapists and individual signers do not personally guarantee a separate practice entity's fees merely by affiliation or signing for it. The \$120 cap applies per Qualifying Match across all purchasers.

b. Personal purchase. A Therapist may choose to pay Care Start fees personally for an identified Practice arrangement by personally accepting that election under Articles 3.2(d) and 3.4. Participation, affiliation, or providing a payment method does not by itself make the Therapist personally responsible for Care Start fees. If both a Practice and a Therapist could be responsible for the same fees, Breakthrough will identify who is responsible before the Therapist accepts the match.

c. Changing practices. When a match moves to another practice arrangement, the outgoing Billing Account owes only eligible periods completed before the supported HST change date. The period containing that date costs \$0. Later whole periods may be charged only to the new practice, or an express personal purchaser, that accepts the applicable fee terms and responsibility for the identified match before the period starts. Without that acceptance, those periods cost \$0; lawful Care Start support continues. Breakthrough records the change date on a Reliable Record, the new acceptance and each period's responsible account under Article 3.3, and corrects resulting errors under Article 16.1. Earlier debt remains with its account; credits follow Article 14.7. This changes neither initial match eligibility nor the then-applicable Window, period boundaries or \$120 cap, and permits no retroactive charge or duplicate billing. Coverage, record authority and any final Stop Date follow B.15 and Articles 21.3 and 33.8.

d. Notices and challenges. Breakthrough sends financial notices and statements to the responsible Billing Account. It sends each Therapist the information, Adjustment Date and decisions for their own matches, plus notices affecting their reporting or matching eligibility. Articles 15.1–15.2 govern notice required for charging; Article 35 governs other notice effects. The Billing Account and Therapist both have the challenge rights in Article 1.2. Only the responsible Billing Account may make purchaser elections under Articles 15–16, including

electing a statement credit instead of a refund. Refunds follow Articles 15–16 for the account that paid; access follows Article 29 and Exhibit A-2.

16 Corrections, disputes, refunds, and service failures

16.1 How to dispute. Email concierge@breakthrough.me under [Article 35.1\(a\)](#), identifying the charge and issue; charges may be combined. You may do so before the amount's first properly noticed collection date under Article 15.3 or within 30 days after that date. Required collection deferrals under Article 15.1 pause this period. A timely dispute holds an uncharged amount or, if already charged, leads to a refund when warranted. Article 15.1 governs the pauses.

Breakthrough's response. Within 14 HST dates after a timely dispute, Breakthrough must give a substantive written decision that either explains why the charge stands or voids or refunds it. If investigation reasonably requires more time, it may instead give, within that period, one meaningful written notice explaining the remaining inquiry and stating a specific, reasonable decision date. Breakthrough investigates promptly and in good faith and gives its substantive decision by that date. Neither an extension notice nor a missed decision deadline ends the pauses under Article 15.1, and a missed deadline does not itself void a charge. No further extension is permitted. Existing deadlines for correcting already-confirmed errors remain unchanged. Breakthrough must correct its own confirmed errors whenever found, without the 30-day limit. A late first ending report does not itself become an error correction by being submitted as a dispute; Articles 20.1 and 14.4(c) preserve their exceptions. Article 31.3 protects good-faith disputes.

Chargebacks. Breakthrough treats a chargeback as a dispute once it learns of it, with the same deadline and an independent review of the underlying records, whatever the card network decides. Breakthrough refunds confirmed errors net of money already returned. A reversed valid charge may be re-invoiced once only if law and this Agreement permit, without double recovery. A charge voided by decision or under Article 16.3 cannot be re-invoiced. Breakthrough bears card-network chargeback fees.

Corrections and refunds. Breakthrough promptly reduces or voids unpaid confirmed errors and other confirmed reductions. For paid amounts, by the end of the fifth HST business day after confirmation it initiates a properly funded refund to the original method or applies a credit expressly elected by the Billing Account for that adjustment or under a revocable standing preference. Without that election, it refunds without waiting for a choice. Unapplied refund-credit balances do not expire and are refunded within five HST business days after request. Business days are Monday–Friday HST.

These deadlines do not extend investigation or decision deadlines. Supported Match End corrections require no dispute; Article 20.1's qualifying report starts the refund deadline without a later internal confirmation resetting it. A good-faith "still active" answer never defeats a later supported report.

Refund deadlines under this Agreement require Breakthrough to submit a properly funded refund by the stated deadline; bank or payment-provider posting time is separate. Breakthrough promptly resolves failed refunds, using a verified alternative only if the refund cannot be completed through the original method. The chargeback rules above govern amounts returned through a card dispute.

16.2 Breakthrough may suspend or discontinue Care Start.

No period closing while the commitment is suspended is billable or later back-billed. An actual service suspension has this effect whether or not it is recorded or announced; an isolated missed response or task does not by itself establish a suspension. The Window is neither extended nor prorated; later eligible periods may complete after resumption.

Discontinuation permanently sets a Stop Date under 21.3(b). Only periods completed before it remain due. Breakthrough gives at least 30 days' written notice stating the date and effect on your active matches, or notice as soon as practicable if required by law, regulator or court. Liability for discontinuation is governed by Article 34.4; unused discretionary credits lapse.

A Breakthrough-initiated PHI suspension under B.16.3(a) that prevents service has the same fee effect as suspension above. A suspension the Practice Party directs under B.16.3(b) does not itself stop accrual; Articles 32.5 and 33.2 govern ending fee enrollment or participation. Breakthrough identifies the applicable rule when confirming the suspension.

Matches and network standing otherwise continue subject to the affected-coverage rules in 33.8. Breakthrough notifies you of the start and end of a Care Start service suspension. A Breakthrough service or PHI suspension lasting more than three HST dates requires time-critical notice to affected Therapists and clients stating the expected duration. Clients whose onboarding or information is disrupted are informed. Discontinuation notices to affected clients include your transition contact.

16.3 Raise service concerns under Article 16.1 or the ordinary dispute process within 60 days after the Window closes, counted as calendar days in HST. This service-concern deadline is separate from Article 16.1's 30-day charge-dispute deadline. Each confirmed failure of the Care Start Commitment, or of a Routine Onboarding Function for which Breakthrough was responsible, voids every Coverage Period affected by that failure, subject to the timing rules below. A period is affected if the failure occurs on any HST date of that period within the applicable Window. Each period's fee is waived or refunded at most once, even if several failures affect it; the remedy does not exceed the fee otherwise applicable to that period, create replacement periods or extend the Window. A failure occurring entirely before the Window does not trigger a fee waiver under this Article. Other obligations and remedies remain unchanged.

A response failure qualifies if no substantive response arrives within three business days, counted under Article 7.1, unless the requester withdraws the request before that deadline. The failure begins immediately after that deadline and continues until a substantive response arrives or the requester withdraws the request. Withdrawal must come from the requester; Breakthrough does not infer it from silence, inactivity or a belief that the request is no longer needed. Stalled-onboarding assistance follows the same standard, counted from when Breakthrough learns of the stall under Article 7.1. Missing the one-business-day response target alone does not qualify.

For an unperformed or deficient task, the failure begins when performance was required under this Agreement, applicable practice instructions or a specific timing commitment Breakthrough made. If no specific time was set, Breakthrough determines when performance was reasonably required under Article 7.1's diligence obligation, using the available contemporaneous evidence, the task's purpose and the information and permissions then available. The finding identifies that time and its basis; the date the failure is discovered or confirmed does not substitute for it. A delay by a client, practice or third party does not by itself establish Breakthrough's failure if Breakthrough met its own obligations.

A task failure continues until Breakthrough corrects it or the task genuinely ceases to be required. The first session taking place, or Breakthrough giving notice of nonperformance, does not by itself end the failure. Lingering consequences alone do not extend a failure, but corrective work Breakthrough still owes remains subject to the remedy. A failure's ending does not remove a waiver already earned, including when a request is withdrawn.

Whether a failure overlaps the Window is determined by testing each HST date on which it occurs against the Window applicable on that date under the actual scheduling history, including corrections under Article 12.4. Confirmation timing does not change that result. Once a failure qualifies for a period waiver, later rescheduling

under Article 12.3 does not remove it; the waiver remains attached to that numbered period. Corrections do not permit re-invoicing a charge voided by decision or under this Article. The separate suspension billing rule in Article 16.2 remains.

For a request received during the Window whose response deadline survives under Article 7.2, a response failure beginning after the Commitment ends voids the period containing the request's actual receipt. Article 7.1 continues to govern whether and when the response failure qualifies. This surviving deadline and remedy apply despite Article 17's inactivity rule; they do not restart the Commitment or create new response duties during inactivity.

If Breakthrough neither performs a Routine Onboarding Function for which it is responsible under Articles 5–6 nor notifies you of nonperformance before the earlier of Match End and Window closure, failure is confirmed. Giving notice does not excuse the obligation or prevent a failure finding and remedy under Articles 16.1 and 16.3. Service concerns are reviewed under Article 16.1 using the available evidence.

Confirmation means acknowledgment by Breakthrough or determination under Article 16.1. Breakthrough applies the remedy to every affected period, including additional periods affected by a continuing failure, without requiring a claim or a separate request for each period. Within 14 days of confirmation, Breakthrough states in writing its finding, when the failure began and ended (or that it is continuing), the affected periods and the remedy, even if no charge was voided. It updates that statement when a continuing failure ends. For a failure still continuing when the Window closes, Breakthrough automatically sends a written summary of the affected periods and their fee treatment at Window closure or, if confirmed later, with its finding. The fee summary does not mean that the failure has ended. These notice periods do not extend Article 16.1's refund deadline. On fee-exempt matches the fee-waiver remedy is not exclusive; other available remedies remain. Article 34.3's dispute route and Article 31.3's protections apply. Billing errors remain separately correctable under Article 16.1.

16.4 An unresolved genuine conflict about booking inputs, completion, Match End or payer category is resolved against billing. You need not prove your version of events. If a contemporaneous record held by Breakthrough, including the client's dated statement, directly contradicts your version, Breakthrough may resolve the issue on that record only after showing it to you and giving you an opportunity to respond. Billing inputs remain limited to Article 27.3 and Exhibit A-2.

When a match ends

17 When a match ends

17.1 A match ends only through:

- (i) your report on the grounds below;
- (ii) the client's report under Article 21.2, affirmative rematch request or confirmation after multiple-booking clarification that only another therapist relationship should continue;
- (iii) a Reliable Record that this match cannot continue under Article 21.1;
- (iv) Non-Start under Article 19; or
- (v) death, inability to practise, or a license or supervision bar under Article 33.5.

For an ordinary ending report under (i), no further clinical appointment with that client remains scheduled, and one of the following is true:

- a.** You and the client have agreed to stop, or either of you has said the match will not continue.

b. You have decided not to provide a further session, for any reason and whether or not you have told the client, or have otherwise determined that the match will not continue.

The separate routes in (ii)–(v) do not depend on clearing the calendar. No reason or return prediction is required. Breakthrough neither makes the decision for you nor infers an ending from elapsed time, appointment gaps or silence. You need not monitor for an unrecognized ending.

A report states that care under the match is no longer continuing; it is not an election to stop paid support while care continues. Departure, loss of applicable coverage without lawful continuity, service discontinuation and withdrawal of contact permission instead set Stop Dates under 21.3.

Reporting cannot increase the fee. Returns and resumption follow Article 22.1. During inactivity, the commitment, response duties and 16.3 remedy stop and resume with service. Match End closes BA episode records under 22.5(c); 26.8 governs safety routing.

18 How the Match End Date is set

18.1 After an ending is established under Article 17, use the earliest HST date supported by the facts under the applicable rule below. Article 13 determines the fee effect of that date; Article 20 governs correction of charges already made.

Situation	Date and rule
a. A reported ending.	The last session's HST date, not the date you decided to stop, the client told you, or Breakthrough received the report.
b. Approximate or unknown last-session date.	Breakthrough makes reasonable efforts to establish the last session's HST date. Use that date if established; if only the week is known, use its HST Monday and mark the date approximate. If neither can reasonably be established, use the report's HST receipt date. You need not guess an exact date; "I don't know the date" is a complete answer.
c. A session was booked but none ever took place.	The earliest date on which a booked first or replacement session did not take place, or the date the client cancelled it if earlier, not the report date. An agreed replacement arranged before the session was due is rescheduling, not a missed session or cancellation for this paragraph. This inquiry only determines the ending date and cannot create or increase a fee.
d. Before a session is booked.	The date you decline the proposal, it expires under 23.6, or you or the client report that the match will not proceed. Breakthrough records the ending without requiring a separate ending report from you.
e. Death, being Unable to Practise, or a license or supervision bar.	The applicable event date under 33.5.

Departure or removal, and the client's withdrawal of Care Start contact permission, follow the Stop Date rules in 33.4 and 21.3; they do not by themselves establish Match End.

19 Non-Start

19.1 An agreed rescheduling before the session was due is not a Non-Start. Non-Start occurs if a booked first session does not happen and no replacement is scheduled by the end of the seventh following HST date. Match End is the earlier of the missed-session and cancellation dates; you may report after those seven dates. Any replacement scheduled by the deadline, even before the missed date or for a distant date, prevents Non-Start. If the match later ends without a session, apply 18.1(c) without repeating this test. Non-Start only reduces fees; silence never creates or increases them.

After those seven dates, if Reliable Records do not establish whether Non-Start occurred, Breakthrough asks you once or twice whether the first session occurred and, if not, whether a replacement was scheduled by the deadline. It may ask the client and establish Non-Start from that report or its own Reliable Records without your confirmation. Articles 13 and 20 govern the fee effects.

20 Reporting an ending

20.1 Report a known ending promptly through the portal, the introduction thread or an Article 35.1 address; first receipt controls. Late reporting is not a breach; its only consequence is the Adjustment Date limit on correcting periods already charged.

Before the affected period's Cutoff, Breakthrough applies the supported ending so that periods which did not complete before it are not billed.

After the Cutoff, if one Reliable Record supports the date, Breakthrough reverses or refunds affected charges on any statement, including an earlier one, under Article 16.1 and subject to the match's Adjustment Date. Article 16.1's five-business-day refund deadline runs from the qualifying ending report. Any one of these is sufficient on its own: your calendar or practice record, the client's message, the introduction thread or a Non-Start booking record. With no support for a date, receipt of the report is used, subject to Article 18.1(b) where applicable.

After the Adjustment Date the status is still corrected, but charged periods stand unless Breakthrough's own contemporaneous records documented the earlier ending. Nothing permits billing beyond the Window or a reliably known ending.

A voided or credited period is not reinstated, except when it was voided based on a report that was inaccurate when made: Breakthrough must first show its records and allow a response under 16.4. A good-faith correction is outside that exception. A good-faith "still active" answer never locks in a charge or defeats a later supported report by the Adjustment Date.

Match End is billing-effective on the Article 18.1 date, whether recorded or not, until displaced by resumption or correction. Receipt timing determines the correction route, not that date.

20.2 "Still active," an ending with its last-session date or approximate/unknown date under 18.1, and "not able to say" are complete status answers.

20.3 Silence or an uncertain status answer alone neither ends nor creates a match and does not prevent an otherwise eligible period from completing.

21 Recording endings and stopping support

21.1 For routes 17.1(ii), (iii) and (v), your confirmation is unnecessary. Breakthrough uses the earliest reasonably supported date and promptly notifies you after recording the ending, identifying the recorded

date, evidence type and correction route. You need not report an ending that Breakthrough has already recorded and notified you of.

“Cannot continue” under route (iii) requires a Reliable Record that the client has died; a court, regulator, licensing authority or payer program specifically prohibits continued care under that match; or you have stated in writing that you are no longer the client’s therapist. Breakthrough supplies its evidence and a reasonable opportunity to correct it unless law prevents that. It cannot infer this status from fit, quality, likely return, elapsed time, a missed appointment, absent booking, silence, another therapist booking or fee information.

A session booking with another therapist requires clarification of whether one or several relationships were intended. Only the client’s confirmation that one should continue ends the others; separately intended relationships keep separate caps under 11.7. Multiple consultation bookings require no such clarification.

21.2 A Reliable Record of the client’s clear statement that care under the match has ended establishes Match End without your confirmation. Breakthrough makes reasonable efforts to clarify an unclear client report of discontinued care. Articles 18 and 20 govern its date and corrections; conflicting records follow 16.4.

21.3 A Care Start Stop Date is the HST date support permanently stops for a match that has not ended, solely because of:

- a. your departure or removal under Articles 33.2 and 33.4, or termination of applicable coverage without lawful continuity under B.15 and Article 33.8;
- b. Breakthrough’s discontinuation of Care Start under 16.2; or
- c. receipt of the client’s withdrawal of all Care Start/onboarding contact permission. A restriction on one channel or message type does not suffice unless the restrictions together leave no permitted outbound channel; the Stop Date is then the last restriction’s date. Breakthrough honors clear restrictions immediately, makes reasonable efforts to clarify an ambiguous withdrawal, tells clients how to withdraw and acts on receipt.

A Stop Date does not end clinical care or establish Match End. Only periods completed before it remain due; the current incomplete period is \$0 and no later period starts. The commitment, response duties and related service remedy end, as do open administrative prompts and BA episode records. Breakthrough records the date and source and tells you both, without requiring a dispute.

A Stop Date is final for that Window; later contact does not restart service or fees. Article 22.1 resumption applies only to Match End. A lawful uninterrupted practice change alone creates no Stop Date; later affiliation cannot restart a stopped Window. Neither the Therapist nor the Billing Account may elect a Stop Date for an individual continuing match; the three events above are exhaustive.

22 If the client returns; re-matching

22.1 Returning to the same Therapist within 28 calendar dates of Match End uses only the remainder of the Window and cap applicable immediately before Match End. For this interval, the relevant date is the further session’s HST booking date or the client’s rematch-request date. Return requires Breakthrough rematching or its record of a further session from a booking route, your report or the client’s. A privately arranged session it does not record neither resumes nor creates a match for which Care Start fees may apply.

The Resumption Date is the HST date Breakthrough records the further-session booking or has both recorded and communicated the client’s rematch request to you. From that date, the earlier Match End ceases to be billing-effective and the Commitment resumes only for any remainder of that Window. Inactive dates remain ineligible; voided or credited periods cannot return. Outside the 28-date interval, a qualifying rematch is new.

22.2 If the client indicates they do not wish to continue with you, or you report that the match has ended and the client may want another match, Breakthrough may ask the client whether they want to be matched again. Breakthrough may also offer neutral rematching help when it identifies an objective logistical obstacle, such as incompatible schedules, a location the client cannot access, or the Therapist no longer accepting the client's payer; it may not base the offer on its own clinical assessment of care.

Rematching requires the client's affirmative confirmation. Confirmation may establish an ending under 17.1(ii). An inquiry alone does not end the match, change an ending date or restart service or fees. Breakthrough notifies the departing Therapist when rematching is confirmed.

22.3 Breakthrough responds to the client under Article 7.1; that is not a deadline to find another match.

22.4 Except for 22.1 resumption, an incoming Therapist's qualifying rematch needs its own Booking Confirmation, Window, Ledger and Care Start cap under Article 11.3. Prior charges create no charge or discount.

22.5 During rematching, records remain separate as follows:

- (a) The request is an Independent-Capacity consumer instruction.
- (b) New preferences given directly to the matching service may inform new options.
- (c) Prior BA support threads, escalation records and other episode records close at Match End or Stop Date and cannot be consulted or summarized for the new options. This does not bar general learning through the de-identified datasets and models permitted by B.4.6; identifiable prior-episode facts cannot be carried into the new matching decision.
- (d) Escalation Content naming the incoming Therapist's client is routed with the introduction as information under Article 26.8. That Therapist's contractual duties begin at their own Booking Confirmation. No other prior BA episode records cross.

Your practice and communication

23 Your responsibilities

23.1 Required licenses. Hold an active Hawai'i mental-health license and any license required where your client is located, in good standing without disciplinary action or sanction affecting your ability to practice.

Supervised practice. Provisional or associate practice requires valid supervision. Name the supervisor; your required backup follows Article 26.5. Breakthrough verifies the supervisor's license; the supervisor need not join the network.

Reporting changes. Promptly report license or supervision lapses, restrictions, suspensions or conditions. Your notice is a Reliable Record for Articles 17.1, 24.2 and 33.5.

Effect of a lapse. A lapse pauses all new matching under 24.2 and ends the supervisor's backup designation, if any, under 26.5; a bar to lawfully continuing existing care follows 33.5.

23.2 Malpractice coverage. You maintain professional liability insurance appropriate to your practice, and will notify Breakthrough if it lapses. Breakthrough may request evidence of that coverage.

23.3 You are responsible for checking your payer agreements and applicable malpractice-policy restrictions. Breakthrough has not reviewed them. Breakthrough's administrative coordinators are subject to [Article 27.2](#) and Part B. Their access locations are described in [B.9](#), and B.12.3 provides current countries on request.

23.4 Availability. If you cannot take new clients, pause new matches under Article 24.

23.5 Respond to proposed matches promptly and professionally. Independently decide whether you can competently, ethically and lawfully serve the client; conduct your own clinical screening and assessment, obtain your own informed consent and client agreements, and decline or refer elsewhere when you are not an appropriate fit.

23.6 Choose either a complimentary introductory consultation for clients who request one, or a full therapy session as the first meeting. You control the election. Breakthrough records and displays your election. A change applies only to introductions made after Breakthrough receives it. A consultation is not a first session, creates no Window or fee, and does not require you to accept the client for care. The default and proposal-expiry calculation are in Schedule 2. Expiry is treated as declining a proposed match, with the protections in Articles 4.2 and 9.3, except that repeated expiries may lead to a pause under Article 24.1.

23.7 Clinical communications. All clinical communication with a client is yours. You will maintain a channel through which a client can reach you, respond to communications routed under Article 26 and B.13, and keep your own clinical records.

23.8 Emergencies. You are responsible for your own emergency and crisis procedures, including instructions for obtaining help outside your availability, and for telling your clients what those procedures are. Breakthrough is not part of them.

23.9 Give accurate payer, first-session booking, known Match End or Non-Start, profile and contact information, and keep your contact details current. You may tell Breakthrough if you learn that a client's coverage has changed. Good-faith corrections and late ending reports are not breaches. Articles 20 and 25 govern supported facts, reporting requirements and non-response.

23.10 Prospective-client information is confidential and may be used only to evaluate fit and provide care, never for marketing. Protect it under your professional and legal duties.

23.11 You must not instruct Breakthrough to handle information impermissibly. You must send only information permitted and necessary for the Services, and never psychotherapy notes. Within your authority, you must promptly relay relevant authorization or restriction changes you receive or know affect your engagement. You retain your clinical duties under Articles 23 and 26. The Practice Party retains its organizational privacy duties under B.14; you do not personally assume its entire Part B agreement.

23.12 You may name practice representatives for administrative and billing questions, including onboarding elections, instructions, payer and booking facts and Stalled-onboarding questions. Their answers discharge your reporting duty, but you remain responsible for accuracy. Only you or the verified covering clinician under 26.5 may make clinical decisions, a Match End report on your behalf or a clinical acknowledgment under Article 26 and B.13. The Billing Account's authorized representative controls its fee election and payment instructions. The Practice Party's authorized privacy representative may give organizational privacy notices and directions under B.14; appointment to one role does not appoint the others. Breakthrough records and verifies representative changes under Schedule 2, Article 5.1(k). If operational answers conflict, yours governs within your authority, with Article 16.4 applying to affected charges. Your operational preference cannot override practice-level privacy restrictions.

23.13 Your practice is the entity or group through which you provide care, or you as a sole practitioner. You may designate a Care Start operations contact and a client-transition contact. The Billing Account designates its statement and payment contact. One person may fill several roles, but appointing one role does not appoint the others. Where no transition contact is named, Breakthrough uses your supplied practice contact details, excluding any you have prohibited it from sharing with clients.

24 Pausing new matches

24.1 Pause. You may pause new matches at any time without charge. If proposed matches repeatedly expire without your response, Breakthrough may pause your new matches. Breakthrough tells you when it does, and you can end the pause at any time by resuming. Expressly declining a proposed match never counts toward this pause.

Turning off new-client intake automatically passes outstanding proposals awaiting your response. You must resume matching before accepting a new match. Resuming does not automatically reopen passed proposals; any supported undo or reissue requires an explicit action and the applicable acceptance requirements. The pause and automatic passes reflect unavailability, not a personal fit judgment or general ranking penalty.

Already accepted matches, client relationships and Care Start Commitments continue under their applicable terms. Fees for existing matches remain subject to Articles 11–22, including their billing conditions, exemptions, remedies and ending rules.

24.2 On a Reliable Record of a license lapse, suspension or restriction, or missing required supervision, Breakthrough pauses new matching from that date. Breakthrough promptly tells you what happened and what is needed to restore eligibility. Once you establish the required license or supervision, Breakthrough promptly lifts the pause and confirms restoration. A public-register check or supervisor’s written confirmation suffices. The pause applies to all new matches, including fee-exempt ones, without changing ranking within an eligible pool or network standing and is not itself grounds for removal. Existing matches continue unless Article 33.5 applies because you cannot lawfully continue them.

24.3 While paused, you do not appear in new client-facing results; visibility resumes when the pause ends. Network membership, position on resumption and standing are preserved. Article 24.1 governs continuing Care Starts.

25 Questions and response requirements

Reading aid. Report a first-session booking within seven HST dates after it is made, and answer booking questions within seven HST dates of receipt. “Not booked yet” and “not able to confirm” are complete answers. Schedule 2, Article 25 contains the request rules, evidence rules and procedures for overdue booking questions.

26 Safety messages and your urgent contacts

B.13 and Exhibit B govern safety handling, including their triggers and any clinical or safety message staff are unsure how to handle.

26.1 All employees, contractors and subcontractor personnel performing Care Start, wherever located, are Care Start staff. They cannot assess risk, interpret symptoms, advise on medication or judge clinical significance.

26.2 Staff stop clinical exchanges and route the client’s words, unsummarized and uninterpreted, even when unsure. For those exchanges, reading is limited to recognition and routing, without clinical assessment or unrelated access.

26.3 Staff give Exhibit B-2’s required non-clinical resource response without risk-based tailoring.

26.4 You assess and respond clinically, contact and follow up with clients, address treatment and medication, determine emergency and reporting duties, and document care. Breakthrough routes and seeks receipt under B.13.

26.5 Your existing designated communication channel is your primary urgent contact. You may designate a standing backup, and a covering clinician for stated HST dates. Any backup must be a licensed clinician or a member of the applicable Practice Party's Workforce whom the Practice Party has authorized in writing to receive clinical content, and you represent the disclosure is permitted. Supervised provisional/associate practice requires a backup: the supervisor or another licensed clinician permitted to cover under the supervision arrangement.

Breakthrough verifies changes under Schedule 2, Article 5.1(k) and obtains the recipient's agreement before routing. An unusable or unconfirmed backup is disclosed without delaying matches; Breakthrough then uses your primary contact and Exhibit B-4. You remain responsible for qualifications and current designations. Supervisor routing stops when Breakthrough learns the supervision basis ended.

26.6 Channels disclose that messages are reviewed on business days and that the channel is neither monitored around the clock nor a crisis service, and they direct clients to 988 or 911 when appropriate. Client-writable channels send Exhibit B's resource reply outside its stated business hours.

26.7 Exhibit B-3–B-4 set routing, acknowledgment and fallback requirements.

26.8 Routing to you starts with the client-directed introduction under Article 2.17 after your acceptance. Your contractual safety and acknowledgment duties start at Booking Confirmation. The special routing, acknowledgment and follow-up duties under this Article, B.13 and Exhibit B end at the earliest of Window closure, Match End or a Stop Date, subject to resumption under Article 22.1. Outside your duty interval, forwarded content is information without a contractual acknowledgment requirement. Forwarding adds no clinical duty; professional duties remain.

Before that introduction or after those duties end, Breakthrough handles incoming messages under its general client protocol and applicable information-sharing permissions. Ending Care Start does not end the clinical relationship. Departure notices state that Care Start routing has ended and supply permitted practice contacts under Article 33.6.

26.9 You keep the contact and coverage routes current and acknowledge under the applicable Exhibit B protocol during Article 26.8's duty interval.

Client information and records

27 What Care Start uses about clients

27.1 Care Start access is limited to personnel who need it to perform the authorized Services, within Exhibit A-1's permissions and Article 27.2's restrictions; its permitted data is limited to Exhibit A-2. Those Exhibits prevail over conflicting restatements in Article 27; 27.3 retains the billing rule.

27.2 Care Start staff cannot access intake answers, presenting concerns, diagnoses, screening or risk responses, medications, psychotherapy notes, treatment plans or session content, except for:

- (a) Client-supplied information, including clinical answers, needed for intake-form administration under Article 5.1(c).
- (b) Content needed for recognition and routing under Article 26 and B.13.

Neither exception authorizes clinical assessment, interpretation or advice. B.6.3's prohibition on psychotherapy notes applies in all cases.

27.3 Billing is limited to Exhibit A-2's permitted administrative information. Session-occurrence facts may be collected only as reasonably necessary to fix dates under Article 12.3, establish Non-Start facts under Article

19, or determine or correct Match End or resumption under Articles 18–22. This does not authorize routine reporting of later-session attendance or collection of clinical content.

27.4 Care Start information may be used for authorized service operations, including AI assistance and service analytics under B.5.5, and the separate uses expressly allowed by B.4. PHI-based matching remains prohibited; de-identified analytics and model development follow B.4.6. Breakthrough does not disclose PHI, intake answers, match details, appointment or care-status information, Care Start communications, or contact details of clients or people who requested matching, including in hashed form, to advertising platforms. Public-website advertising measurement remains subject to applicable law and the consumer privacy disclosures and creates no exception for those prohibited disclosures. B.5 and Exhibit A supply the controlling service limits.

27.5 For confirmed unauthorized access, acquisition or disclosure of Independent-Capacity information about a person introduced or matched to you, Breakthrough gives written notice promptly after confirmation, whether legally required or not. The notice explains the event, the information and people affected, and Breakthrough's response, using the facts then known. Material developments and closure are communicated under B.8.4; an incomplete initial notice does not excuse those updates. Notice and updates under this Article may be delayed only to the extent and for the period required by law, and must be given promptly when that restriction ends. Article 35.3's time-critical route applies. Part B governs PHI incidents. Article 27 survives departure while Breakthrough holds the information.

28 What Breakthrough gives you about a client

28.1 The client directs what Breakthrough shares with you. The minimum-necessary standard in B.6.1 applies to every item, whether or not the record is PHI. Delivery and access also require the authority applicable to the identified practice and engagement.

- a.** Before you accept. Breakthrough gives you client-supplied information relevant to assessing fit and capacity, together with payer category and whether the client is a minor.
- b.** On client-directed introduction under Article 2.17. Breakthrough gives you the client's name and contact details, scheduling information and assembled Article 5.1(a) administrative information. Your earlier acceptance alone does not permit proactive client contact. Before delivery, Breakthrough must have the client's direction required by 28.1 and the applicable contact permission under 10.2.

29 Records, retention, and your rights over them

29.1 Breakthrough retains the Agreement, acceptance and disclosure records, Coverage Ledger and minimum billing support, including statements, payments, corrections and disputes, for seven years from creation. For an agreement or other continuing document, that period runs from when it stopped applying, if later. Article 29.3 controls earlier disposition. Billing excludes attendance information except the limited session-occurrence facts permitted by Article 27.3.

29.2 Breakthrough deletes Care Start operating information within 140 days after the later of Window closure and resolution of related billing disputes. For an episode without a Window, its actual closure under Article 22.5(c) replaces Window closure in that calculation. Article 29.1's required agreement and minimum billing evidence follows its own retention rule; a routine message does not become seven-year evidence merely because it concerns Care Start. De-identified information, including aggregate statistics, datasets and models, may remain only under B.4.6 and B.16.7. Escalation Content is handed back under B.13.5; content-free audit metadata remains seven years after handback, then is deleted.

Breakthrough maintains evidence that required deletion and handback occurred. Cleanup may be manual, automated or batched within the applicable deadlines; its method and record format may change.

Independent matching and consumer records follow the client's terms, published retention policy and applicable access, deletion and correction rights; this does not permit relabeling BA records to avoid a deletion duty.

29.3 Part B termination requires PHI return or destruction under B.16.5. A client label does not itself de-identify a record. PHI retained because return or destruction is infeasible follows B.16.6 and its Register; limited own-purpose retention and disposition follow B.16.7. Infeasible-return records such as unexpired backups do not create a general retention permission.

29.4 You keep your clinical records and meet your retention duties.

29.5 On request, Breakthrough supplies within 14 HST dates a readable, retainable copy of your match's Ledger, billing record and supporting billing evidence still lawfully held, excluding other Therapists' match information. The Billing Account has the same right to billing and supporting evidence within its scope, subject to Exhibit A-2's access limits.

29.6 You may inspect and correct non-clinical facts used for your eligibility, availability, capacity, exclusions, statements and match administration. This includes your proposed-match response records and inferred practice preferences used under 9.6; you may correct the records and update the preferences. Corrected booking inputs follow 2.15; resulting charges and reductions follow 15.1, including its no-back-billing and refund protections. This gives no access to others' information; Part B governs client records. The Billing Account may inspect and correct its own identity, scope, fee acceptance and billing facts under the same protections.

Changes and leaving

30 Changes to this Agreement

30.1 Part A changes only under this Article or a bilateral written amendment under 37.7. Every change:

- a. is prospective and never re-characterizes prior events; a 30.2 change applies only to matches accepted from its effective date;
- b. applies equally to all Therapists and Billing Accounts in the same position, never a selected few; 11.5 also governs fees;
- c. remains within the Participation Documents' subject matter and is made in good faith; and
- d. is announced with its substance, effective date and full-text location. Breakthrough keeps every issued version and, on request, supplies any Participation Document, Exhibit, portal summary or item in your acceptance record under Article 3.3 in its accepted, date-specific or other issued version. Earlier versions need not have a standing publication address. This is the single retrieval right referenced by 1.2, 1.4 and 3.3.

30.2 Except as Article 30.10 provides, changes to the Care Start Fee or rules determining when it is owed require at least 30 days' advance email notice to the affected Billing Account and Therapists. They apply only to matches accepted from the effective date, never retroactively to a Care Start in progress or invoiced. The Billing Account must affirmatively accept changed fee terms before they apply to further matches within its scope.

30.3 Acceptance is keyed to a terms version, which changes only for a fee or other material change requiring acceptance under Article 30.2 or 30.4. Accepting a revision during continuous enrollment does not reset the Fee Terms Acceptance Date. Non-substantive corrections, clarifications, renumbering or drafting notes neither change the terms version nor require acceptance. Breakthrough separately records the published document

revision so the text remains identifiable. An update made only under Article 30.10 changes the published revision, not the accepted terms version or Fee Terms Acceptance Date.

An update requiring acceptance may be accepted through an Article 3.2 route by an authorized signer for the identified party and scope. Before acceptance, Breakthrough identifies the changes, effective date and exact updated terms, and makes the complete applicable documents available under 3.2. A clearly described action may expressly accept the update and a match together if the signer has authority for both. For changed fee terms, the action must name the fee change and the accepting Billing Account; so identified, it is the separate affirmative choice required by 3.1 and 3.2(c). Silence or ordinary matching activity is not acceptance. Breakthrough records the action and presented text under 3.3. Accepting an identified update does not require separate re-execution of unchanged components.

30.4 Except as Article 30.5 or 30.10 expressly permits, material changes to non-fee Part A terms require at least 30 days' advance Routine notice to each affected party, move the terms version and require that party's express acceptance under 30.3. This includes changes to shared service obligations even when Article 30.2 also applies. Article 30.8 governs affected new matches while acceptance is outstanding. A Therapist's conduct does not accept changes for a distinct Billing Account or Practice Party without authority.

An urgent security risk may require an immediate non-fee measure, with prompt notice explaining why. It must be a specific documented system threat or vulnerability likely to cause unauthorized access, disclosure, loss or alteration before 30 days have elapsed, that cannot reasonably be addressed within the existing terms. Cost, convenience, product preferences and general attack possibilities do not qualify. This exception creates no new obligation for a Therapist, Practice Party or Billing Account, expands no information permission and does not override Part B. The measure lapses after 90 days unless the applicable notice and acceptance requirements have been satisfied. Mandatory changes instead follow 30.5(a); withdrawal and departure rights remain available.

30.5 The following may take effect on the noticed date without a waiting period or renewed acceptance, subject to the fee-change qualification below:

- a. changes required by law, a regulator, a court or a participating payer program, when that authority requires them, with notice as soon as practicable;
- b. changes only adding rights or reducing amounts owed, including lower rates and adding or expanding Care Start services without additional charges, without new or increased obligations for the Therapist, Practice Party or Billing Account, and without reducing rights, protections, remedies or service commitments. Service additions must remain within existing service and information-handling permissions, including Exhibit A-1, Row 16;
- c. corrections, clarifications, renumbering and drafting notes that are nonmaterial under Article 30.6; and
- d. updates to Schedule 2's consultation default or proposal-expiry calculation. For these settings only, Article 30.4's waiting period and acceptance requirements do not apply, even if the update is material under 30.6. This authority does not change other Agreement provisions or displace Article 30.2.

These changes do not move the terms version, except that a change under (a) that is otherwise within 30.2 does. Such a fee change retains 30.2's acceptance requirement and 30-day notice unless law itself requires an earlier date; the earlier date does not itself supply acceptance.

30.6 Breakthrough classifies changes in good faith. A Part A change is material if it alters amounts owed or Breakthrough duties; adds, broadens, accelerates or increases a Therapist's, Practice Party's or Billing Account's duties; expands information-use or access permissions; shortens any party's time to act; or removes, narrows, delays or conditions any party's rights, remedies, protections or choices. Otherwise it is nonmaterial. The express exceptions in Articles 30.5 and 30.10 remain. This test governs the change process, not material breach under B.16.2.

Part B changes use its amendment and notice routes. The materiality test applies where Part B refers to a material change. Workforce personnel and country changes permitted by B.9.4 require no notice. A change that also changes Part A must satisfy its applicable process under 30.7. Removing or narrowing Excluded Payer Programs changes fee eligibility and requires 30.2. A change does not take effect until its applicable notice and acceptance requirements are satisfied; nothing is owed under the change before then.

30.7 Part B amendments follow B.18.1: mandatory regulatory amendments incorporate by their compliance date; other amendments to Part B or Exhibit A-1, A-2 or A-3 require bilateral written agreement, subject to B.18.1(d)'s express update routes. Other Exhibit A changes and operating changes follow B.12.2, B.9.2 and B.9.4 as applicable; Exhibit B follows B.13.4. Article 30.4 does not amend Part B. Overlapping changes require the longest notice and every applicable protection for the whole change. A Part B amendment cannot itself add personal duties, shorten Therapist clocks or accept fee terms; each affected Part's process applies. Article 30.8 governs required acceptance for new matches without amending existing Part B by notice alone.

30.8 Declining changes and new-match eligibility. You may decline an update requiring acceptance. Breakthrough may require acceptance before further new matches within its affected scope. The change notice identifies the acceptance required, affected parties and scope, and a transition date no earlier than the end of the applicable notice period, including B.18.1(d)'s for a Part B amendment. From that date, until the required acceptance is given:

- a. Not accepting fee or purchasing terms alone pauses only affected new matches for which fees may apply.
- b. Not accepting another required update, including a service or process change, may pause all affected new matches, including fee-exempt matches.
- c. Not accepting a genuinely separable optional service update affects only new use of that service.

Restrictions apply only to the affected arrangement. They do not accept the update or alter existing clinical care, matches, commitments, fees or an effective Part B, which remain under their applicable terms until changed or ended under this Agreement.

You may leave under Article 33 without penalty; incomplete periods cost \$0 and completed periods remain due. A Billing Account may withdraw fee acceptance for its scope under 32.5; existing-match fees remain under their existing terms, including 15.6(c). Not accepting fee terms alone leaves fee-exempt matching available, subject to other participation requirements. A practice's decision does not itself end a Therapist's personal participation or unrelated purchasing arrangements.

30.9 An increase in the Care Start rate requires 30.2's 30-day notice and uniform application under 11.5. A reduction takes effect on notice under 30.5(b). The 28-date limit on the Care Start Window and four-period maximum change only if the amended terms say so expressly.

30.10 Updating future Care Start services. Breakthrough may update the Care Start services in Article 5.1 and the response standards in Article 7, including the corresponding response-failure threshold in Article 16.3, without renewed acceptance on at least 30 days' advance email notice to each affected Therapist, Billing Account and Practice Party. Subject to the protections below, the same route permits changes to contractual administrative procedures for findings, fee summaries, reviews and disputes under Articles 16.1 and 16.3.

The notice must state the effective date, describe each reduction in services or protections plainly, and provide the complete revised text or a direct link to it. A link alone does not describe the changes. Article 35.2 governs delivery. The changes apply only to matches accepted from the effective date after the required notice period. Matches accepted earlier keep their applicable services, standards, procedures, fees and remedies, including for later findings or claims and any resumption under Article 22.1.

An administrative-procedure change must preserve a clear written finding stating the decision, its reasons, the affected periods and their fee treatment; a usable process for challenging that decision; and Article 16.1's refund deadlines.

Article 16.3 continues to apply to confirmed failures of the services and response standards governing the affected match. Every Coverage Period affected under that Article must still have its fee waived or refunded. Changing only the services or response standards permitted above does not require renewed fee acceptance merely because the remedy will apply to the changed standard. This authority does not otherwise change Article 16.3's qualification or affected-period rules, reduce the amount waived or refunded, add conditions for obtaining the remedy, or remove a waiver already earned.

This route cannot change the Care Start Fee or otherwise change the rules determining when it is owed under Article 30.2. It cannot add or expand duties of a Therapist, Practice Party or Billing Account; shorten their deadlines; expand information-use, access or disclosure permissions; amend Part B or its Exhibits; or change Article 34 or incorporated dispute-resolution terms. Article 16.2's suspension and discontinuation rules remain unchanged. A change that also requires another amendment process must satisfy Article 30.7 and every applicable notice and acceptance requirement.

Breakthrough preserves the notice, effective date and published revision applicable to each match without changing earlier acceptance records. An update made only under this Article creates no renewed-acceptance requirement or acceptance-related pause under Article 30.8. The Billing Account may withdraw fee acceptance under Article 32.5, and the Therapist may leave under Article 33, without penalty; previously owed fees remain governed by their existing terms.

31 Changes to the Therapist Terms of Service and Privacy Policy

31.1 Changes to Article 34 or Terms of Service Section 16 do not apply to disputes raised in writing before those changes take effect.

31.2 Material changes to the Therapist Terms of Service or Therapist Privacy Policy require advance email notice under Article 35 stating the changes, effective date and links to complete, dated new versions; posting alone is insufficient. Nonmaterial corrections, clarifications or formatting changes may be posted with an updated revision date without separate email notice or renewed acceptance, unless the applicable agreement or law requires otherwise. Terms of Service Section 18 governs acceptance and leaving before a change takes effect if you disagree. Article 30.8 governs declined Part A changes, not independently updated policies. A policy update changes neither Part A nor Part B without that Part's amendment process and never replaces an earlier accepted version's preserved text.

31.3 Terms of Service Section 9 cannot support suspension or removal, including without cause, because of (a) declining or not accepting the fee terms; (b) withdrawing fee acceptance; (c) a written fee concern, billing dispute or chargeback; (d) an unpaid amount; (e) an unanswered booking prompt; or (f) declining a proposed match. Section 9 otherwise permits suspension or removal without cause or notice, subject to every other express no-removal protection in this Agreement.

31.4 Disclaimers in the Terms of Service. Article 34.4(e) governs when Sections 13–15 of the Therapist Terms of Service do not apply.

32 Accepting, declining, or withdrawing the fee terms

32.1 Participation and fee-term acceptance are separate. The Therapist may accept participation without purchasing Care Start. The applicable Practice Party, or a Therapist expressly purchasing personally, may separately accept, decline or later accept the fee terms for an identified scope.

32.2 Part A acceptance. The applicable Therapist Agreement will be available in your portal and through a link sent to your email address. You must accept Part A before accepting a new match. Existing matches and commitments are not affected solely because Part A has not been accepted.

Breakthrough may still create matches and prepare and send you proposals. A match already available to the client in the portal before Part A became available to you may continue under its existing terms. Missing Part A neither ends an existing clinical relationship nor removes you from the network. Silence is not acceptance; you may accept Part A later.

32.3 Not accepting fee terms alone preserves the same service and eligibility for public-program and Unverified matches, subject to other participation requirements and Article 30.8. For commercial-insurance and cash-pay matches the Therapist accepts on or after the Effective Date, October 15, 2026, the applicable Billing Account must accept the applicable Care Start fee terms before the Therapist accepts the match. The Therapist's match-acceptance date determines the cutoff, not the proposal, client-presentation, booking or first-session date. Matches accepted before October 15, 2026 remain permanently outside Care Start fees. All other billing conditions and exclusions remain; later fee acceptance does not make an earlier match chargeable, subject only to Article 15.6(c)'s existing rule for a new purchaser accepting later periods after a practice change. Not accepting fee terms alone cannot cause removal, reduced listing prominence or other adverse changes beyond the stated restriction on new matches for which fees may apply; existing relationships remain.

a. Fee-exempt eligibility requires no separate renewal, reconfirmation or response to an offer merely because fee terms were not accepted, and no re-acceptance of a non-substantive revision under 30.3. Other required updates follow 30.8.

b. Unverified matches remain available without applicable fee acceptance; period eligibility follows Article 14.2.

32.4 A Billing Account's fee acceptance given on or before the Effective Date takes effect on that date; later acceptance takes effect immediately. The first acceptance in each continuous enrollment for its identified scope sets the Fee Terms Acceptance Date under 2.14.

32.5 The Billing Account may withdraw fee acceptance without penalty by authorized written notice to any [Article 35.1](#) address, for all or part of its scope. On receipt, new matches for which Care Start fees may apply under that scope stop; public-program and Unverified matches remain available subject to other participation requirements and Article 30.8. Breakthrough notifies affected Therapists. Withdrawal alone leaves existing-match fees payable under their existing terms, including [Article 15.6\(c\)](#); other purchasing arrangements remain unaffected. The Billing Account may re-accept under 32.4. A Therapist may also stop those new matches for their own arrangements without withdrawing the practice's acceptance for others, and may reverse that direction while valid fee acceptance and coverage remain.

33 Term, departure, and removal

33.1 Your Part A participation continues until you leave the network or Breakthrough removes you. Part B continues after that – see [Article 33.7](#). A Billing Account's fee enrollment continues for its accepted scope until withdrawn under Article 32.5. One Therapist's departure does not end a practice's enrollment for others.

33.2 You may leave at any time by emailing support@breakthrough.me ([Article 35.1\(b\)](#)) or any other address designated in Article 35.1. Your departure is effective on the HST date the message is received, or a later date you name; the next-business-day deemed-receipt rule does not apply. Breakthrough will stop displaying your profile within a reasonable period.

33.3 Breakthrough may suspend or remove you on the grounds and in the manner set out in [Section 9 of the Therapist Terms of Service](#), except as Article 31.3 provides. Suspension of PHI processing is separately governed by B.16.3, and safety routing during a suspension follows Article 26.8 and B.13.

33.4 Departure or removal sets a Stop Date for every match in progress under 21.3(a), ending support and all future accrual, not clinical care. Incomplete Coverage Periods are permanently \$0; only earlier completed

periods remain due, whether care continues or not. Breakthrough may close its administration but cannot record or tell clients that the match or your care ended. Article 33.5 instead governs its listed events. Earlier fees remain owed by the Billing Account responsible for each period under Article 15.6.

33.5 Death, being Unable to Practise, or a license or supervision bar preventing lawful continuation sets the event date as Match End for every match in progress and as departure, regardless of when reported.

“Unable to Practise” means physical or mental incapacity preventing both personal clinical services under the active matches and arranging or directing lawful coverage, continuation or transfer. Only a Reliable Record from you, your personal representative or a person specifically authorized in writing to report the event, a named backup or practice contact, or a licensed treating professional, court or licensing authority establishes it. The event date is the earliest supported HST date. Ordinary leave or temporary unavailability with coverage, reduced capacity, or inability to continue a particular match instead follows 24.1, 24.2 or 17.1. Breakthrough makes no health or fitness assessment and may request only the fact and date, never diagnosis or clinical detail. A license or supervision bar is a separate ground.

Subject to the source limit above for being Unable to Practise and verification under Schedule 2, Article 5.1(k), Breakthrough may rely on those sources, a supervisor or another Reliable Record. On learning of the event, it stops automatic charges for your affected matches and routing to you. It sends content already received to the confirmed backup and, for supervised practice, the supervisor; if neither is confirmed, Article 26.8’s general client protocol applies. Breakthrough notifies clients whose Care Start is interrupted and supplies the Article 23.13/33.6 transition contact. Handback under B.13.5 goes only to the proper Practice Party, lawful custodian or authorized recipient; neither you nor your personal representative is automatically entitled to practice records. The responsible Billing Account owes earlier eligible completed periods; periods completing on or after the event cost \$0 and are automatically refunded under 16.1 without a dispute or its 30-day limit. Once event-date amounts are settled, 15.2’s payment-method requirement ends for those matches; other matches under a practice account are unaffected.

33.6 Your clients remain yours. Breakthrough claims no interest in your relationships and imposes no restriction on whom you treat before, during or after participation. On voluntary departure, it tells clients whose Care Start ends because of the departure that Care Start and routing have ended and supplies your transition contact. On removal, transition and notice depend on the reason and applicable safety, licensing and legal limits. Neither notice may imply clients must leave you or that care ended; practice contact is supplied subject to those limits.

33.7 Departure or removal stops your Care Start service and further service PHI flow for your affected engagements. Lawful safety routing and disposition follow Article 26 and Part B. Part B’s disposition and B.17 survival duties continue for affected records; ending your affiliation does not end the practice’s agreement for other Therapists. Handback goes only to the proper Practice Party, lawful custodian or authorized recipient.

33.8 If required Practice coverage or authority is missing, disputed, or has ended, only the affected arrangement is impacted. You may not accept a match or perform work that requires that coverage or authority until it is verified. Breakthrough may still create matches, prepare proposals, and send them to you. Unrelated covered work and your Part A participation are not affected.

33.9 What survives. The following continue after the Therapist’s departure or removal, or withdrawal of fee acceptance, for each party’s own applicable obligations:

- Articles 23.10–23.11 and 26, as to applicable surviving information and routing duties;
- Article 3.3 and Article 30.1(d), as to the acceptance record and your right to obtain any item in it;
- Articles 2.1 to 2.24, 5.2, 11.3 to 11.7, 12 to 14, 15.1, 16 to 22, 25, 30.9 and 32, as to any Coverage Period completed before your departure or removal date, and any billing, correction, dispute, refund, credit, or accrued payment obligation;

- Article 29 in full, including the retention periods in 29.1, the deletion obligations in 29.2, and your rights to obtain and correct the Coverage Ledger and billing record under 29.5 and 29.6, each for as long as Breakthrough holds the record;
- Articles 31.1, 34 (including the forum in 34.2 and 34.3 and the allocation in 34.4), 35, 36 and 37;
- everything in B.17;
- and any provision that by its nature should continue.

Disputes and general terms

34 Disputes and responsibility for losses

34.1 Billing disputes are handled under Article 16.1 first.

34.2 Governing law. Hawai'i law governs, without regard to its conflict-of-law rules and subject to federal law.

34.3 Dispute resolution in court.

Section 16.1 of the identified Therapist Terms of Service governs the thirty-day informal-resolution process.

Article 16.1 is the first step for a billing dispute under Article 34.1, and time spent in that process counts toward Section 16.1's thirty days.

Disputes within Article 34.4(e)'s scope are resolved in the state and federal courts in the City and County of Honolulu, Hawai'i. For those disputes, this Article replaces Sections 16.2–16.5 of the identified Therapist Terms of Service; no mandatory arbitration or class, consolidated or representative-action waiver applies under the Participation Documents.

Either party may bring a claim within small claims jurisdiction or seek injunctive relief to protect intellectual property or confidential information.

34.4 Limitation of liability.

Under Part A, Breakthrough owes you a direct duty to comply with the applicable Part B obligations concerning your engagement. You may enforce that promise and Article 34.4's protections without personally signing the practice's Part B. A workforce Therapist's personal privacy responsibility is limited to their own duties under Articles 23 and 26. If you are also the Practice Party, your own Part B duties continue in that capacity.

a. Aggregate cap. To the maximum extent permitted by law, liability for all claims within subsection (e)'s scope arising in any twelve-month period concerning one practice arrangement is limited to the greater of \$25,000 or its applicable twelve-month fee base, except for subsection (c) and fees properly due under Articles 12–14, 15.1 and 16.1–16.3.

For this cap, a practice arrangement comprises a Practice Party and the Therapists whose affected services were performed on its behalf or purchased by it. A Therapist whose affected engagement falls outside such a practice arrangement has their own separate arrangement. The fee base is the total Care Start Fees invoiced for periods served on behalf of or purchased by that Practice Party, or for that separate Therapist's matches, in the twelve months preceding the first event giving rise to the claims in the period. Count each fee once, whether invoiced to a practice or a Therapist.

One aggregate limit applies to Breakthrough's liability to the Practice Party and the Therapists in that practice arrangement together; a separate limit of the same amount applies to their aggregate liability to Breakthrough. Sharing a limit does not make a Therapist or Practice Party liable for another's conduct or obligations. Unrelated practice arrangements have separate limits. Roles, purchasing identities and multiple claims under either Part do not multiply the limit for the same arrangement. Fees are "properly due" only when invoiced and not subject to an open Article 16.1 dispute, or when determined due through that process, and are owed only by the responsible Billing Account.

b. Consequential damages. Neither party is liable to the other for indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement, however caused, including lost profits, lost clients, lost revenue, or loss of data, except as provided in subsections (c) and (d).

c. Non-limitable liability. Subsections (a) and (b) do not apply to liability that applicable law does not permit to be limited.

d. Reimbursement costs. Reimbursement under [B.8.7](#) and subsection (f), including eligible defense costs, counts toward the same applicable cap under subsection (a) and is payable notwithstanding subsection (b)'s damage exclusions. This limits reimbursement between the parties, not legally required notification or a third party's rights.

e. Scope. This Article 34.4 governs all claims between the parties arising out of or relating to this Agreement, your participation in the network, Care Start, the Care Start Fee, or protected health information, including claims under Part A and Part B. Sections 13, 14 and 15 of the Therapist Terms of Service do not apply to any such claim, and this Article applies in their place; neither party owes the other a contractual duty to indemnify, defend or hold harmless within that scope except for the reimbursement expressly provided in B.8.7 and subsection (f). As between those provisions and this Article, this Article controls. A practice purchaser receives this Article's protections as allocated in subsection (a).

f. Third-party claims. As between Breakthrough and each Therapist or Practice Party, each reimburses the other for amounts owed to a third party under a judgment, binding arbitration award or approved settlement, and reasonable, documented defense costs, only to the extent caused by the reimbursing party's negligence or wrongful conduct in carrying out its responsibilities under this Agreement. For a Therapist or Practice Party, this includes clinical care provided to clients introduced through Breakthrough. Responsibility and allocation must be established by a judgment or binding arbitration award that binds the reimbursing party, or by the parties' written agreement. This includes conduct of personnel for whom that party is legally responsible; affiliation alone does not make an individual Therapist responsible for a practice's or another clinician's conduct.

The party seeking reimbursement must give prompt written notice of the claim and a reasonable opportunity to participate in its defense. Late notice reduces reimbursement only to the extent it materially prejudices the other party. Reimbursement of a settlement requires the reimbursing party's prior written approval, not to be unreasonably withheld. No settlement may impose an admission or nonmonetary obligation on the other party without its written consent.

This is a reimbursement obligation, not a duty to assume or advance another party's defense upon an allegation. Subsections (a)–(d) govern its cap and exclusions. B.8.7 remains payable on its own terms without a third-party claim. No loss or cost may be recovered twice.

g. Survival. This Article survives termination or expiration of this Agreement.

35 Notices

35.1 Breakthrough's designated email notice addresses and related rules are:

a. concierge@breakthrough.me or matches@breakthrough.me for Care Start and matching, including assistance, instructions, elections, bookings, endings and billing disputes;

b. support@breakthrough.me for agreement matters, including departure, fee withdrawal, changes, assignment objections and Terms of Service 16.1 informal-resolution notices;

c. privacy@breakthrough.me for every Part B notice;

d. the introduction thread for communications about that introduction; and

e. email alone suffices; no paper notice address is designated. Service of legal process remains through the registered agent in the ordinary way.

Receipt at any designated address is effective, even for another subject; Breakthrough routes internally without treating it as late or ineffective. Article 7.1 separately governs assistance. Address changes require Routine notice; replaced addresses stay effective for 30 HST dates. Unpublished employee channels are not notice addresses. Each party keeps its designated notice contacts current; the Therapist and Practice Party also maintain their applicable urgent contacts and phone/SMS routes. Article 15.6(d) governs separate financial and Therapist notices. Security-relevant changes require verification; existing instructions remain until verified.

35.2 Notices not made time-critical by 35.3 are Routine: sent by email and deemed received the next HST business day unless an express rule makes actual receipt controlling. Departure under 33.2 takes effect on actual HST receipt at any designated address or your stated later date; fee withdrawal under 32.5 takes effect on receipt. A notice with a known delivery failure is not treated as received; Breakthrough tries another recorded route and requests a working address. A deadline against an affected party that depends on a required notice does not start until that notice is delivered without failure; it then runs from delivery. This neither extends periods nor supports billing. Delivery of billing notices under 15.2 or corresponding Therapist information under 15.6(d) is not a condition of an otherwise authorized charge.

35.3 Breach and security notices under B.8, incident notices under 27.5, suspension notices under 16.2 and B.16.3, and security-relevant verification requests are time-critical, effective when sent to the designated address without acknowledgment. Breakthrough requests acknowledgment and makes reasonable follow-up attempts to the designated recipient; B.8 follow-up is directed to the Practice Party. B.8 clocks run from discovery.

35.4 Exhibit B alone governs Escalation Content channels and clocks; this Article does not apply.

36 Independent responsibilities and review

36.1 Each party remains responsible for its own laws, contracts, licensing and professional duties. Breakthrough must operate its promised matching, disclosure, billing, payer-exclusion and Care Start controls without directing conduct contrary to your clinical judgment or professional duties. Neither party assumes or disclaims the other's compliance duties.

36.2 This Agreement describes services and responsibilities, not legal advice or a conclusion about your practice. Breakthrough does not represent that participation meets your professional, licensing, ethical or payer obligations. B.15.4 applies the same limits to Part B.

36.3 You may share the Agreement and accompanying materials without restriction for review. Section 12 of the Therapist Terms of Service does not limit this permission. Review and evaluation of your obligations remain your choices and responsibility.

37 General

37.1 Entire agreement. The Participation Documents are the entire agreement between Breakthrough and each accepting party about its participation or Care Start purchase. From that party's applicable acceptance, they replace earlier understandings, statements and Care Start descriptions on that subject, including for matches in progress. Earlier descriptions add no fee or duty. Previously granted written Care Start credits and their terms remain enforceable under Article 14.7, despite this Article. The prospective-fee and grandfathering rules still apply. B.18.9 states the entire-agreement rule for protected health information.

37.2 Severability. If a provision is unenforceable, the rest continues.

37.3 Waiver. A failure to enforce a provision is not a waiver of it.

37.4 Assignment. Neither the Therapist nor the Billing Account may assign its rights or obligations under this Agreement without Breakthrough's written consent. Breakthrough may assign this Agreement in connection with a merger, acquisition, or sale of assets, on notice to you. The assignee must be bound in writing to the applicable Part B duties before handling PHI. After that written assumption, the assignee is responsible for performance after assignment; Breakthrough remains responsible for its own acts and omissions and obligations arising before assignment. Assignment does not limit the Therapist's right to leave under Article 33.2; Article 33.4 governs the effect on existing Care Starts.

37.5 Neither party is liable for delay beyond its reasonable control. This does not excuse Part B or Article 26/Exhibit B routing and escalation. Force majeure never preserves a charge, makes billable a period that does not qualify under Article 2.2, or defeats the 16.3 remedy for an unperformed commitment or assigned routine function, regardless of cause.

37.6 No third-party beneficiaries. Nothing in this Agreement confers rights on any person other than the parties, including any client.

37.7 Amendment. Part A changes only under Article 30 or by a written amendment Breakthrough and each affected party agree to, which may be accepted electronically (Article 3.2). Part B and its Exhibits change only as Article 30.7 and Part B provide, including the written-amendment route in B.18.1(d). Except through those procedures, no email, statement, portal message, course of dealing, or practice of either party changes this Agreement or waives a term of it.

Schedule 1 Definitions

This Schedule is a binding part of Part A under Article 1.2. The main terms contain the operative booking, billing, correction and ending rules incorporated by these definitions.

2.1 "Adjustment Date" is the match's deadline for report-based reversal or refund of charged periods, calculated and paused under Article 15.4. That Article is incorporated into this definition wherever it is referenced. It does not close the match or decide when clinical care ended.

2.2 "Billable Period" means a completed Coverage Period satisfying Article 13.1, including activity, commitment, confirmation, evidence, Cutoff and fee-exemption conditions. Article 13.1 is incorporated into this definition wherever it is referenced. Article 16.3 governs service failures.

2.3 "Billing Account" – the Practice Party, or Therapist expressly purchasing personally, that separately accepts and owes Care Start fees for an identified Therapist and practice scope. The Practice Party's fee responsibility is limited to the scope expressly accepted under Article 15.6(a). Article 15.6 governs purchasing arrangements, period responsibility, notices and practice changes and is incorporated wherever this definition is referenced.

2.4 "Breakthrough-sourced" means a proposed match created by Breakthrough through the Article 4 matching process. Only these matches are covered. A fee requires the separate introduction, acceptance, booking and eligibility conditions in Articles 2.20 and 11–14.

2.5 "Care Start Commitment" – Breakthrough's client-specific responsibility beginning and ending under Article 5.1, as described in Articles 5.1 and 7.1–7.2 and priced by Article 5.2. It remains the same whether or not the practice elects to handle Routine Onboarding Functions.

2.6 "Care Start Window" – the twenty-eight consecutive HST calendar dates beginning on the Coverage Start Date (2.15), ending at 11:59:59 p.m. HST on the twenty-eighth date. Only Article 12.3 rescheduling or Article 12.4 correction may revise its dates; its length remains twenty-eight dates. No Care Start Fee arises for dates outside the applicable Window. Resumption under 22.1 uses the same Window, dates and maximum, never a new one.

2.7 "Cash-pay." A match is cash-pay where the client is not covered for the care by an Excluded Payer Program (2.11) and no commercial insurer is billed for it – so the client pays you or your practice directly. This includes clients with no coverage, covered clients electing direct payment, and clients using out-of-network benefits where you or your practice bills them rather than the payer. A client whose care is covered by an Excluded Payer Program is never cash-pay, regardless of payment arrangements or election to pay directly; 2.13 applies. If a Reliable Record cannot establish the category, the match is Unverified (2.19); period eligibility follows 14.2.

2.8 "Coverage Ledger" – Breakthrough's per-match record described in Article 5.3, available to you on request (Article 29.5). It is billing and performance evidence.

2.9 "Coverage Period" – each of the four consecutive seven-calendar-date periods within the Care Start Window, measured from the Coverage Start Date: period 1 is dates 1–7, period 2 is dates 8–14, period 3 is dates 15–21, and period 4 is dates 22–28. Each period runs from 12:00 a.m. HST on its first date and completes at 11:59:59 p.m. HST on its seventh, except that period 1 begins on the Coverage Start Date itself. These are fixed calendar-date periods, not rolling 168-hour intervals, and shift only under Articles 12.3–12.4.

2.10 "Cutoff" is the Booking Confirmation and supporting-evidence deadline for a Coverage Period stated in Article 15.5. Article 15.5 is incorporated into this definition wherever it is referenced.

2.11 "Excluded Payer Program" – a program on the closed list in Exhibit A, A-4. Removing a program from that list, or narrowing one, always alters what the Billing Account may owe and is made only under Article 30.2 (Article 14.5). Employer-sponsored coverage is commercial for this purpose whether the employer is public or private, including Hawai'i EUTF plans and federal-employee FEHB plans. Where this Agreement says public-

program – a public-program client, match, or eligibility – it means a client covered by an Excluded Payer Program and nothing else.

2.12 Matches for which Care Start fees may apply. This phrase means matches you accepted whose Payer Category (2.19) is Commercial Coverage or Cash-pay. Other matches and exempt periods receive Fee-Exempt Care Start under 2.13. No Care Start fee applies to a match in this category if Article 14 exempts it or it produces no Billable Period.

2.13 Fee-Exempt Care Start means Care Start provided without charge for an exempt match or period under Article 14, on the same service terms as Care Start for a match described in 2.12.

2.14 “Fee Terms Acceptance Date” is the Billing Account’s first fee-acceptance date in its current continuous enrollment for the applicable scope. Expansion beyond the scope actually accepted takes effect no earlier than authorized acceptance under 15.6. Verification of a later Therapist or arrangement already covered by a Practice Party’s fee acceptance under Article 15.6(a) does not require a new fee acceptance, does not reset that scope’s first acceptance date and creates no retroactive fee basis. A revision under 30.3 does not reset the date; re-acceptance after withdrawal under 32.5 sets a new date for the withdrawn scope. Article 2.20(b) is tested once using the account, scope and acceptance in force when the Therapist accepted the match. Later changes do not reclassify it; Article 15.6(c) alone permits a new purchaser to accept later periods after a practice change.

2.15 “First session” is the first clinical appointment between you and the client after the client chooses you. A session is an appointment providing care; this test also governs the last and any further session. A free introductory consultation is a single appointment before care begins. It and an appointment or message exchange solely for administration are not sessions. The first appointment providing care is the first session whatever it is called. “Booking Date” is the HST date it was arranged under Article 12.2. “Coverage Start Date” is calculated under 12.3. Corrections and unsupported periods follow 12.4–12.5. These incorporated rules form part of this definition wherever 2.15 is referenced.

2.16 “In progress.” A match is in progress from your acceptance of the proposed match until the later of its billing-effective Match End Date and the close of its Care Start Window. The Care Start Commitment begins under Article 5.1. The clinical relationship may continue after that and never keeps a match in progress. For Articles 33.4 and 33.5 alone, a match is also in progress while no Match End has been recorded for it, whatever the state of its Window.

2.17 “Match” and “Match Statuses.” A Match is a proposed pairing of one client and one Therapist that Breakthrough creates and records under a single match identifier before presentation to either party. Creation establishes no acceptance, client choice, clinical relationship, Qualifying Match, Window or fee. One client and one Therapist make one match; separate Therapists have separate matches, and a later rematch is new except for resumption under 22.1. A practice change alone creates no new Match or Window and does not reset the Care Start fee cap. A match is an administrative record. Creating, ending or resuming it does not decide your clinical relationship or require you to time clinical care to it; Articles 4.3, 26.8 and 33.6 apply. For purposes of Article 32.2, a match is considered available to the client once the Therapist has accepted it and it has been made available in the client’s portal; internal creation alone does not establish client availability.

“Made” means the first creation of that proposed match record. “Accepted” means your affirmative acceptance under Article 4.2. “Introduced” means Breakthrough sends the client-directed connection after your acceptance and the client’s request to contact or consult with you. “Introduction” does not mean internal creation, presentation to you, or your acceptance. “Ended” means ended under Article 17.1, with the Match End Date under 18.1. A consultation never opens a Window or earns a fee; Article 2.15 identifies the separate first clinical session. Articles 14.1(e) and 14.1(f) preserve exclusions based on when you accepted the match and whether the applicable Billing Account had accepted the fee terms for that scope at that time.

2.18 "Match End." The ending routes and ordinary-report conditions are in Article 17.1; the applicable date is set under Article 18.1. Match End is an administrative status and a billing date. Recording a Match End does not itself terminate your clinical relationship with the client or discharge your professional duties to the client (Articles 4.3, 26.8, 33.6). Where this Agreement refers to a Match End as a date, or to a match ending on a date, it means the Match End Date fixed under 18.1.

2.19 "Payer Category," "Commercial Coverage," and "Unverified." Every match has one current Payer Category under Article 14.2: Excluded Payer Program (2.11), Commercial Coverage, Cash-pay (2.7), or Unverified. Commercial Coverage means coverage for the care under a plan that is not an Excluded Payer Program and under which an insurer, health plan, employer-sponsored plan, or other third party is billed for the care – including Hawai'i EUTF plans and federal-employee FEHB plans. Unverified means the payer cannot be reliably classified from a Reliable Record when the Payer Category has to be determined. A payer is never Commercial Coverage merely because it is not on the Excluded Payer Program list. A match not reliably in one of the first three categories is Unverified. Article 14.2 governs its prospective verification and period eligibility. Where this Agreement says a payer category cannot be verified, it means Unverified.

2.20 "Qualifying Match" means a new therapist–client match that meets all of the following conditions:

- (a) The match follows a Breakthrough introduction.
- (b) Your acceptance is dated on or after the later of the Effective Date and the applicable Billing Account's Fee Terms Acceptance Date then in force, and that Billing Account had validly accepted the fee terms for the Therapist and practice arrangement when you accepted the match.
- (c) You accepted the match.
- (d) The match has a confirmed first-session booking and the required Booking Confirmation (2.24).
- (e) The match is not subject to a whole-match exclusion under Article 14.1.

Article 13 determines whether a period is billable. Written credits under Article 14.7 reduce fees otherwise payable and do not determine whether a match is a Qualifying Match. Without (d) there is no Qualifying Match, no Care Start Window, and no fee of any amount.

2.21 "Reliable Record" means a record made at or near the time of the relevant event by a person or system with direct knowledge of it, including the client, the Therapist or their practice, a booking or calendar system, or Breakthrough's own communications records, and includes the Therapist's answer to a prompt under Article 25. Silence alone is never a Reliable Record of an event. For the fact and date of Match End, your own calendar or practice record, the client's message, or the introduction thread is each sufficient on its own; Breakthrough does not ask for session content or clinical detail.

2.22 "Routine Onboarding Election" means an Article 6.1 election of one or more Routine Onboarding Functions in effect when the client-directed introduction is sent under Article 2.17.

2.23 "Routine Onboarding Functions" – the functions listed at Article 5.1(a)–(d). These functions describe the service. Article 2.2 sets the billing test. A function performed by you or your practice instead of Breakthrough does not reduce any amount owed (Articles 5.1 and 6.1).

2.24 Booking Confirmation. Breakthrough's dated record under Article 12.2.

2.25 What "the network" means. The network is the set of Therapists Breakthrough may present to clients under Article 4.1. Being in it is a status and nothing more: it is what this Agreement protects wherever it says you are not removed from the network, that your listing, position, or standing is unaffected, or that you remain eligible for Fee-Exempt Care Starts. It is not a promise of any match, introduction, client, or level of presentation – Article 4.5 governs that and is unchanged by Article 2.25.

Schedule 2 Administration and acceptance records

This Schedule is a binding part of Part A under Article 1.2. It contains matching settings, acceptance records, sensitive-change verification, pre-booking record closure, and administrative questions, response duties and evidence rules. The main terms state the fee tests, remedies and participation consequences; this Schedule changes only under Article 30.

3 Acceptance records

3.3 Breakthrough retains a reproducible record of completed acceptances and their exact accepted texts under Article 29, available under Article 30.1(d). Only the components actually accepted bind their identified parties and scopes; a covered workforce Therapist's affiliation does not itself execute Part B. For Article 32.2, Part A becomes available when the exact applicable version is accessible to you for review and acceptance. Client availability means the accepted match's first successful availability in the client's portal under Article 2.17. Internal creation, proposal delivery, Therapist acceptance and client opening are distinct events. Record format and authentication technology may change without changing these rules or accepted-version, access and retention protections.

5 Sensitive administrative changes

5.1(k) Breakthrough verifies the requester's authority before applying changes to notice addresses, urgent or backup contacts, coverage designations, payment arrangements or practice contacts. Sensitive information must not be routed to a recipient Breakthrough knows is no longer authorized.

18 Pre-booking record closure

18.1(d) For a pre-booking ending under Article 18.1(d), Breakthrough records the ending to close the episode record under Article 22.5(c).

23 Matching settings

23.6 The consultation option is the default. An unanswered proposed match expires after five HST dates, excluding stated unavailability, approved leave or a coverage designation.

25 Administrative questions and response duties

25.1 Breakthrough records confirmations and billability in the Ledger. A prompt, answer or silence does not perform the Care Start Commitment or independently make a period billable. A supported answer establishes an administrative fact governed elsewhere.

25.2 Breakthrough requests payer information when needed under Article 14, booking information under 25.3 and known Match End under Articles 17–20. It asks whether and when the first session occurred only to fix dates under Article 12.3 or apply Article 19's Non-Start test.

25.3 Report a first-session booking within seven HST dates after it is made, and answer a booking prompt within seven HST dates of receipt. Use the portal control or Article 35.1 address; first receipt controls. Complete answers are the Booking Date and scheduled first-session date, "not booked yet," or "not able to confirm." If Breakthrough already holds the booking information, it shows it for correction instead of requesting it again. You may correct answers at any time. First-session rescheduling follows Article 12.3; correction of an originally wrong input follows Article 12.4.

25.4 Breakthrough may request missing booking information only after you accept and the client requests contact or a consultation with you. Requests stop once a Booking Date is established or the match is declined or reported not to proceed; “not yet” leaves the question open. Breakthrough communicates the resulting record after the final response deadline or earlier closure. After booking is established, it may ask only questions needed under Article 12.3, subject to Article 25.3’s response period; “not able to confirm” is a complete answer. No routine attendance reporting for later sessions is required. Breakthrough may ask the client and rely on other Reliable Records under Articles 12.2 and 25.5.

25.5 Without your booking answer, Breakthrough may establish the Booking Date from the client and other Reliable Records under 2.15, including its fallback to the report’s HST receipt date, no later than the stated session date. Silence alone never proves booking or permits an estimated fee, and does not defeat a booking otherwise supported. Conflicts follow 16.4.

25.6 Stalled means a necessary pre-session step remains incomplete seven HST dates after the client or Therapist was asked to complete it, supported by a Reliable Record.

25.7 A Documented Intake Defect occurs when, before acceptance, Breakthrough introduces a material error into intake information or fails to communicate material intake information it received, as determined under Article 14.6. An error or omission is material if accurate information could reasonably have changed acceptance, lawful and competent service, stated scope or capacity, eligibility or payer category. An immaterial clerical difference, later change, incompatibility or unsuccessful match is not a defect.

Part B Business associate terms

Part B governs information handled on behalf of the identified Practice Party. Its B-numbered references refer within Part B; “Article” refers to Part A. The acceptance record identifies the legal party, signer, authority, capacity, version and execution date. B.19 governs any separately issued copy.

B.0 Parties and signing dates

Part B is between Breakthrough Health Labs, Inc., a Delaware corporation, and the person or legal entity identified in the valid Part B acceptance record (the “Practice Party”). Contractual application without regulatory coverage follows B.15.1.

Part B takes effect when validly executed for the Practice Party. A covered workforce Therapist accepts Part A and confirms affiliation without personally executing the practice’s Part B. One signing action may accept both Parts in separately identified authorized capacities under Article 3. In clinical duties and safety routing, “Therapist” means the responsible Therapist; organizational privacy notices, directions and rights belong to the applicable Practice Party.

Breakthrough performs the authorized work on the Practice Party’s behalf and independently operates its consumer service. B.3 separates those capacities. In Business Associate Capacity, Part B is intended to satisfy 45 C.F.R. §§ 164.502(e) and 164.504(e), subject to B.15.1’s contractual non-covered-entity case.

B.1 Definitions

B.1.1 Capitalized terms used but not defined have the meanings in 45 C.F.R. Parts 160 and 164, including Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, Use, and Workforce.

B.1.2 "HIPAA Rules" – the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164, as amended, with the applicable provisions of the HITECH Act (42 U.S.C. §§ 17931, 17934).

B.1.3 "Business Associate Capacity" – Breakthrough acting on the Practice Party's behalf under B.3.
"Independent Capacity" – Breakthrough acting on its own behalf and for its own account, including operating its consumer-facing matching service.

B.1.4 "PHI" – Protected Health Information in a record Breakthrough creates, receives, maintains, or transmits in Business Associate Capacity. PHI status is determined per record under B.3.2, not per Individual and not by date.

B.1.5 "ePHI" – PHI transmitted by or maintained in electronic media.

B.1.6 "First-Party Consumer Data" – has the meaning in B.3.3.

B.1.7 "Services" – the Care Start administrative services in Articles 5.1, 5.3 to 5.5, 6 to 7, 10.2 and 28 of Part A, and only those services.

B.1.8 "Service permissions" – A-1 of Exhibit A, as updated under B.12.

B.1.9 "Escalation Protocol" – Exhibit B, as updated under B.13.4.

B.1.10 "Escalation Content" – has the meaning in B.13.1.

B.1.11 "Out-of-Scope Content" – has the meaning in B.6.5(a).

B.1.12 "Client" – an Individual who is or becomes a patient or client of the Therapist and for whom Breakthrough performs Services.

B.1.13 "Retained-Data Register" – has the meaning in B.16.6(b).

B.1.14 Interpretation. A reference to a provision of the HIPAA Rules means that provision as in effect or as amended, and includes any successor provision. An ambiguous term is interpreted to permit compliance with the HIPAA Rules.

B.1.15 Terms imported from Part A. The following terms have the meanings given to them in Part A, and those provisions are incorporated into Part B by reference for every purpose of Part B and its Exhibits, including production under B.19: Care Start (Article 5.1); Care Start Window (2.6); Coverage Period (2.9); Routine Onboarding Function (Articles 5.1 and 2.23); Coverage Ledger (Articles 5.3 and 2.8); Booking Confirmation (2.24 and 12.2) and Coverage Start Date (2.15 and 12.3–12.5); Reliable Record (2.21); Match, Match End and Match End Date (2.17, 2.18, 17.1, 18.1, 19.1, 20.1, 21.1, 21.2 and 22.1); Care Start Stop Date (21.3); Adjustment Date (2.1 and 15.4); Cutoff (2.10); business day (Part A opening counting rule and 7.1); Breakthrough-sourced (2.4); Care Start Commitment (2.5); Booking Date (2.15 and 12.2); Routine Onboarding Election (2.22); the network (2.25); and Billing Account (2.3 and 15.6). Where Part B is produced on its own under B.19, these provisions are produced with it.

B.1.16 "Workforce" – has the meaning at 45 C.F.R. § 160.103: employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a person, is under that person's direct control, whether or not they are paid by that person. References to a member of a Practice Party's Workforce, including Article 26.5 and B.15, use that meaning. Affiliation alone is not enough.

B.2 Scope

B.2.1 Breakthrough may handle PHI only as necessary for Article 5.1's Services and within the Service permissions, or for B.4.2, B.4.3 and B.4.6's express additional uses.

B.2.2 Breakthrough performs no licensed health profession through the Services. Its administrative personnel do not assess, diagnose, triage, evaluate risk, advise or direct clinical care. The Therapist retains clinical, ethical, supervisory, documentation, mandatory-reporting and warning or protection duties. B.13 imposes routing, not clinical judgment. A report independently required of a Breakthrough person by law follows Exhibit B-4 and does not discharge the Therapist's duties.

B.3 Independent service information and Care Start records

B.3.1 Breakthrough may hold records about one person in two capacities: its own consumer matching service under consumer terms and privacy policy (Independent Capacity), and work performed for the Practice Party (Business Associate Capacity). Part B governs the latter.

B.3.2 Capacity attaches to each record, copy or transmission according to the function for which Breakthrough holds or handles it, not merely to the person or a date. A separate first-party copy does not declassify a BA record; commencement of care does not itself convert a prior consumer record. Contractual labels cannot override applicable law.

B.3.3 First-Party Consumer Data is information created, received or maintained for Breakthrough's own consumer service: intake and questionnaire responses, account and contact information, matching preferences, direct rematch instructions and preference updates, and independent service records, including proposed-match response status and voluntary practice preferences under Article 9.6. B.3.2's functional test and B.3.4's limits govern. Records handled on the Practice Party's behalf are excluded. Part B grants no

additional independent-consumer collection or use authority. This category does not include third-party session-continuation or general-fit reports.

B.3.4 No cross-use:

(a) PHI or information derived from it cannot enhance, validate, correct, enrich, score, rank, target or inform Independent-Capacity decisions, except for permitted de-identified datasets and models under B.4.6. The exception does not permit carrying identifiable BA facts into an individual's matching record or decision.

(b) Holding first-party information does not authorize any use or disclosure of PHI outside Part B.

(c) These limits cover knowledge gained through human access, even without copying or moving a record.

(d) PHI cannot be copied, merged, appended or used to populate an Independent-Capacity record.

Only B.4's permitted uses may create an exception. They do not authorize PHI-based matching. B.4.6 permits preparation and use of de-identified datasets and models within its limits; Article 22.5 governs the separation of records during rematching.

B.3.5 Breakthrough must establish each record's source and capacity under B.3.2; uncertainty defaults to PHI.

(a) BA categories include the Coverage Ledger; coverage-verification, scheduling, rescheduling and intake-form administration records created on the Practice Party's behalf; match-specific assistance and client-support threads; Therapist-directed match-administration instructions; and escalation content and audit metadata. Independent categories are those in B.3.3. No list or store designation overrides the functional test.

(b) Breakthrough keeps source and capacity evidence for BA records; evidence by system, collection route or record category suffices. The time BA services began is evidence, not the sole classification test. Breakthrough may choose the record format.

B.4 Permitted and required uses and disclosures

B.4.1 Performance of the Services. Breakthrough may Use and Disclose PHI only as necessary to perform the Services and as the Service permissions specify, as Required By Law, or as Part B expressly permits, and never in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Practice Party. (45 C.F.R. § 164.504(e)(2)(i), (ii)(A).)

B.4.2 Required By Law. Breakthrough may Use or Disclose PHI as Required By Law, limited to the minimum necessary to comply, and shall notify the Practice Party in writing promptly after becoming aware of the requirement, unless notification is itself prohibited or deferred under Exhibit B-4.

B.4.3 Management and administration – enumerated. Breakthrough may Use PHI for its own management and administration only for: (a) compliance with law and the establishment, exercise, or defence of legal claims; (b) investigation of security incidents, fraud, or abuse of the Services; (c) financial and accounting administration of the Care Start relationship, including invoicing and billing disputes; (d) internal compliance monitoring and audit of its performance of Part B; and (e) at the Practice Party's written request or the responsible Therapist's written request within their authority or as Required By Law, responding to or cooperating with the Practice Party in responding to a professional-liability or licensing complaint, a subpoena or other lawful process, or a payer audit concerning the Practice Party.

These management and administration permissions do not override B.5's prohibited-use rules.

Breakthrough may Disclose PHI for (a)–(d) only if Required By Law or on written reasonable assurances that the recipient will hold it confidentially, Use or further Disclose it only as Required By Law or for the purpose disclosed, and notify Breakthrough of any breach of confidentiality. (45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4).)

B.4.4 Compliance with the Practice Party's obligations. To the extent Breakthrough carries out an obligation of the Practice Party under Subpart E, it shall comply with the requirements of Subpart E applicable to the Practice Party in performing it. (45 C.F.R. § 164.504(e)(2)(ii)(H).)

B.4.5 Data Aggregation. Breakthrough is not permitted to provide Data Aggregation services relating to the Practice Party's Health Care Operations.

B.4.6 De-identification and permitted reuse. De-identifying PHI is itself a Use of PHI. Breakthrough may de-identify information for disposition under B.13.5, B.16.7 and Article 29.2, and may de-identify lawfully collected administrative service records and results to analyze and improve its services, measure its business performance, and develop, train, fine-tune and evaluate AI models for its matching and administrative services. Administrative results include booking, scheduling, onboarding progress and early endings; they are not measures of clinical quality or treatment success.

For these purposes, Breakthrough may combine permitted administrative facts with lawfully held consumer intake and preference information where applicable consumer permissions allow it. Preparation remains subject to Part B until de-identification is complete. This does not reclassify source records or authorize additional collection, psychotherapy notes, session content, escalation content or clinical answers held solely to administer practice forms.

All de-identification under Part B must meet 45 C.F.R. § 164.514(a)–(c). Breakthrough must document the method, retain any expert determination, keep no key or mapping linking the resulting data to an Individual, and never attempt to re-identify or contact Individuals from it. Removing names or masking identifiers alone is not sufficient. Article 9's fee-neutrality restrictions continue to govern matching development and use. This permission does not extend to selling client datasets, unrelated products or another provider's independent use. B.16.7 governs retention of permitted datasets and models.

B.5 Prohibited uses and disclosures

B.5.1 No sale, marketing, fundraising, or research. Breakthrough shall not: (a) Sell PHI or receive direct or indirect remuneration in exchange for PHI (45 C.F.R. §§ 164.502(a)(5)(ii), 164.508(a)(4)); (b) Use or Disclose PHI for marketing as defined at § 164.501, including marketing its own or any third party's products or services to a Client (§ 164.508(a)(3)); (c) Use or Disclose PHI for fundraising (§ 164.514(f)) or research (§ 164.512(i)); or (d) Disclose PHI to any advertising network, advertising platform or data broker, or include PHI in any advertising pixel, advertising conversion event, server-side advertising conversion API payload, tag or similar advertising transmission. Service analytics providers may process information only under B.5.5 and Exhibit A; an analytics or measurement label does not expand that permission.

B.5.2 Purpose limits. PHI may be used for authorized service operations under B.5.5, but not to select, score or rank matching options, develop or train matching systems, or conduct unrelated commercial analytics. PHI must not be used to train or fine-tune a model, or placed in products or datasets supplied for another party's independent use. Testing, monitoring and evaluating tools used to perform an authorized Service is permitted within that Service's information, access and retention limits.

Broader use of Part B information for analytics or model development requires B.4.6's de-identified route. Its authority to prepare a dataset does not authorize matching or model development on PHI before de-identification. Other uses require the applicable written amendment and legal authority; an internal tool change does not expand these permissions.

B.5.3 No further disclosure. Breakthrough shall not Disclose PHI to any person other than (a) the Practice Party, (b) the Client or their personal representative, (c) a person the Client directs or the Practice Party

authorizes in writing, (d) a Subcontractor bound under B.9, or (e) as permitted by B.4.2–B.4.3. Recipients shall be listed in the Service permissions.

B.5.4 Effect of other agreements. No other agreement between the parties – including Part A, the Therapist Terms of Service, or any privacy policy – grants Breakthrough any right to Use or Disclose PHI beyond Part B. In the event of conflict as to PHI, Part B controls.

B.5.5 AI and service analytics. Breakthrough may use AI and analytics to perform authorized Services, including administrative summaries and extraction, communication assistance, delivery/open/click tracking, workflow follow-up and service-performance monitoring. PHI may be processed only as needed for the applicable authorized service, within Exhibit A's permissions, Article 27.2's access limits and applicable client restrictions. Broader use of Part B information for business analytics, service improvement or model development follows B.4.6's de-identified route.

When using AI for service delivery in either capacity, Breakthrough limits inputs to what is reasonably necessary and removes or masks identifying details when they are not needed. Information held under Part B, or derived from it, may be used to train or fine-tune AI models for Breakthrough's matching and administrative services only after de-identification under B.4.6. Independent-Capacity model development follows applicable consumer permissions, privacy disclosures and law; those permissions do not expand Part B uses or override Article 9.

AI and analytics providers processing PHI must be bound under B.9 and may not reuse client information for their independent purposes. Breakthrough maintains safeguards against inputs and onward uses outside these permissions. Tools and settings may change within the Agreement's existing rules, and B.12.3 provides information about these providers on request. Advertising disclosures follow Article 27.4; advertising-spend data may flow inward.

B.6 Minimum necessary, and out-of-scope content

B.6.1 Breakthrough shall Use, Disclose, and request only the minimum PHI necessary, consistent with 45 C.F.R. §§ 164.502(b) and 164.514(d).

B.6.2 Access is limited to personnel who need it to perform the authorized Services, within Exhibit A-1's permissions and Article 27.2's restrictions.

B.6.3 Breakthrough shall not request from the Practice Party, and the Practice Party shall not send, PHI beyond what the Services require. Psychotherapy notes as defined at 45 C.F.R. § 164.501 shall not be requested by, disclosed to, or maintained by Breakthrough. B.6.5 is the enforcement mechanism.

B.6.4 Breakthrough shall securely delete or return any PHI received that is not needed for the Services, subject to B.8 and B.16. It promptly notifies the Practice Party when the Practice Party or a Therapist sent that PHI or it includes psychotherapy notes.

B.6.5 Out-of-Scope Content:

(a) This means psychotherapy notes, or clinical content or other PHI outside Article 5.1 and the Service permissions that enters any Breakthrough or vendor system, communication, log, backup, analytics process or AI service.

(b) On identification, Breakthrough stops use except for remediation and B.13 routing, limits access to necessary personnel, and takes reasonable steps to locate and securely delete the content and propagated copies, subject to applicable retention exceptions. Notice follows B.6.4. On request, Breakthrough describes the remediation and any known retained copies, including their location, retention ground and scheduled disposition date. This does not limit B.8, which governs any Use or Disclosure not permitted by Part B.

- (c) Safety routing takes priority; remediation cannot delete, withhold or delay needed Escalation Content.
- (d) Unpurgeable copies enter B.16.6(b)'s Register on termination.
- (e) Breakthrough maintains appropriate safeguards under B.7 to limit unauthorized collection, access, propagation and retention, consistent with the Agreement's service, access and data-use restrictions.

B.7 Safeguards

B.7.1 Privacy Rule. Breakthrough shall maintain appropriate administrative, physical, and technical safeguards and comply with Subpart E of 45 C.F.R. Part 164 where applicable, to prevent Use or Disclosure other than as Part B provides. (§ 164.504(e)(2)(ii)(B).)

B.7.2 Security Rule. As to ePHI, Breakthrough shall comply with Subpart C of 45 C.F.R. Part 164 (§§ 164.302–164.318) as in effect from time to time, including a documented risk analysis under § 164.308(a)(1)(ii)(A), a risk management process, the required and addressable implementation specifications, and the documentation required by § 164.316. Amendments incorporate under B.18.1.

B.7.3 Workforce. Breakthrough shall ensure training before access and periodically thereafter, sanctions for violations, and prompt access termination on role change or separation.

B.7.4 Baseline controls. For as long as it holds PHI, Breakthrough maintains unique user identification, audit logging, backups and a documented incident-response process.

B.7.5 Assessment. The written summary under B.12.3 is the assessment mechanism; no separate audit or third-party assessment right applies.

B.8 Reporting

B.8.1 Categories.

Category	Description
(i) Breach	A Breach of Unsecured PHI as defined at 45 C.F.R. § 164.402.
(ii) Confirmed unauthorized access	Any Use or Disclosure not permitted by Part B, or any successful unauthorized access to or acquisition of PHI, whether or not determined to be a Breach.
(iii) Security Incident	Any other Security Incident of which Breakthrough becomes aware that affects, or could affect, the confidentiality, integrity, or availability of ePHI or the systems processing it, not within (i), (ii) or (iv).
(iv) Routine unsuccessful activity	Attempts that do not result in unauthorized access, acquisition, use, or disclosure and do not materially interfere with operations. Covered by the standing notice in B.8.5.

B.8.2 Clocks and delivery. These notices are time-critical under Article 35.3 and are effective when sent to the designated address; acknowledgment does not start or stop a B.8 clock, which runs from discovery.

Category	Details
(i)	Initial notice to the Practice Party: promptly after discovery Supplementation: Promptly on material developments and on reasonable request until closed
(ii)	Initial notice to the Practice Party: promptly after discovery Supplementation: Same as (i)
(iii)	Initial notice to the Practice Party: promptly after discovery Supplementation: On request and on material change
(iv)	Initial notice to the Practice Party: None – standing notice under B.8.5 Supplementation: –

Discovery follows 45 C.F.R. § 164.410(a)(2), and breach notice must also meet that section’s outer limit. B.8 notices are delayed only to the extent and for the time required by 45 C.F.R. § 164.412. The discovery date and unaffected reporting and cooperation duties remain unchanged. Breakthrough sends delayed notices without unreasonable delay when the required delay ends.

B.8.3 Breakthrough gives initial notice using the facts then known and does not await a completed investigation. Incompleteness is not a breach if supplementation meets B.8.2.

B.8.4 Breakthrough promptly supplies material updates and gives a closure update stating the closure date and basis. These updates go to the Practice Party for B.8 matters and to affected Therapists for Article 27.5 matters. Material developments include changes in scope, affected information, risk or notice duties. New information may require further supplementation; closure does not end applicable supplementation, cooperation, preservation or reimbursement duties.

B.8.5 This is standing notice of routine unsuccessful attempts, including blocked attacks, scans, failed logins and blocked malware. Successful access or material operational interference instead requires Category (ii) or (iii) notice. All known Security Incidents fall within the four categories.

B.8.6 Breach notices include, as known: affected or reasonably believed affected Individuals, breach and discovery dates, circumstances, information types, investigation and mitigation, preventive steps, and information needed for 45 C.F.R. §§ 164.404–164.408.

B.8.7 The Practice Party is responsible for preparing and sending its required notices to Individuals, HHS and media. Breakthrough supplies the information and cooperation required by B.8.6 and B.8.9. The parties may separately agree in writing for Breakthrough to undertake specified notice-preparation or delivery work, stating the work, timing and costs.

If the Breach arose from Breakthrough’s Part B noncompliance, Breakthrough bears reasonable, documented costs of preparing and sending required individual, substitute, media and HHS notices, limited to third-party expenses and necessary additional internal expenses, such as overtime. Ordinary salaries, the Therapist’s own time and lost revenue are excluded; credit monitoring is covered only if separately agreed in writing. Breakthrough reimburses the Practice Party within 30 days after a documented request, even without a third-party claim. Article 34.4(d) governs the applicable cap and damage exclusions.

B.8.8 Mitigation. Breakthrough shall mitigate, to the extent practicable, any harmful effect known to it of a Use or Disclosure in violation of Part B.

B.8.9 Cooperation and preservation. Breakthrough shall preserve relevant records and cooperate with the Practice Party's investigation and risk assessment under 45 C.F.R. § 164.402, and provide reasonable factual assistance with preparing required notices.

B.9 Subcontractors

B.9.1 Flow-down. Under 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.504(e)(2)(ii)(D), Breakthrough shall ensure any Subcontractor creating, receiving, maintaining, or transmitting PHI on its behalf agrees in writing to restrictions at least as restrictive as those applying to Breakthrough, including B.3, B.5, B.6, B.7, B.8, and B.13.

B.9.2 Subcontractor changes and privacy concerns.

(a) Advance notice. Before a new Subcontractor receives PHI, or an existing Subcontractor begins PHI access from a new country, Breakthrough gives written notice stating its identity, function, PHI categories and data location. This notice does not require approval or a separate objection waiting period.

(b) Privacy and security concerns. The Practice Party or a Therapist may raise a specific privacy or security concern in writing to any address in Article 35.1. Breakthrough reviews it in good faith and responds. A concern alone does not suspend access; B.16.3's suspension rights and duties remain.

(c) Operational decisions and existing rights. Breakthrough chooses Subcontractors within Part B's permissions and need not provide a customer-specific alternative. The Practice Party may exercise B.16's existing termination rights, and a Therapist may leave under Article 33.

(d) Emergency engagement. Where shorter notice is necessary for security, continuity or legal reasons, Breakthrough gives notice as soon as practicable. All safeguards and B.16's suspension, termination and disposition rules remain.

B.9.3 Responsibility. Breakthrough remains responsible for a Subcontractor's acts and omissions as to PHI to the same extent as for its own.

B.9.4 Personnel and access locations. Breakthrough manages its administrative personnel, including personnel working outside the United States. As of this Agreement's date, Breakthrough's administrative coordinators work from the Philippines. Workforce or Subcontractor status follows actual control under B.1.16. Personnel changes within a Workforce group's permitted role and scope require no notice or approval.

Before Workforce access begins from an additional country, Breakthrough completes the location-specific risk assessment and safeguards under B.7.2. Subject to applicable law and specifically agreed restrictions, adding a Workforce access country requires no notice, waiting period or approval. Current countries are available under B.12.3.

Before PHI access, personnel must be bound by written confidentiality and applicable information-protection requirements and trained under B.7.3; Subcontractors must also be bound under B.9.1. All administrative personnel remain subject to Article 27.2, minimum-necessary access, the applicable practice and engagement scope, and B.7's safeguards and access-termination rules.

Screening. Breakthrough screens every individual it hires or directly engages, in the United States or abroad, before giving them access to PHI or identifiable First-Party Consumer Data. Screening includes an interview, identity verification against a government-issued ID, a criminal-record check through a screening provider or official source, and an adverse-media check. Breakthrough reviews the results for accuracy and relevance to the role and grants access only after clearing the person. It conducts the checks and uses their results in

accordance with applicable employment and privacy law. This paragraph applies to Breakthrough's own personnel; B.9.1 governs Subcontractors.

New Subcontractors, including technology providers handling PHI on Breakthrough's behalf, follow B.9.1–B.9.3; a new country of Subcontractor PHI access follows B.9.2. Routine changes among an existing Subcontractor's own staff, within its permitted role and scope, require no separate notice.

B.10 Individual rights

B.10.1 Applicable records. The duties in this Article follow the PHI Breakthrough actually maintains for the Practice Party. Whether records form a Designated Record Set depends on the actual records and uses under 45 C.F.R. § 164.501.

B.10.2 Direct requests. Breakthrough will promptly forward to the Practice Party any request for access, amendment or accounting received directly from an Individual and will not respond substantively.

B.10.3 Access and amendments. Breakthrough will provide the Practice Party, within 15 calendar days of its request, the PHI and information it holds needed to respond under 45 C.F.R. §§ 164.524, 164.526 or 164.528. For access under § 164.524, Breakthrough will make Designated Record Set PHI available to the Practice Party or, as it directs, to the Individual, in the requested form if readily producible. Breakthrough will make PHI available for amendment and incorporate amendments directed or agreed to by the Practice Party under § 164.526 in every record it holds containing the affected PHI within 15 calendar days of that direction or agreement. If unable, it will state in writing within that period why and what it will do instead. If Breakthrough disclosed the affected PHI to a Subcontractor, it will ensure that the Subcontractor makes the same amendment.

B.10.4 Accounting of Disclosures. Breakthrough will document Disclosures and related information required for the Practice Party to respond under 45 C.F.R. § 164.528 and provide it within 15 calendar days of the Practice Party's request.

B.10.5 Restrictions and confidential communications. Breakthrough will comply with restrictions agreed under § 164.522(a) and confidential-communications requests granted under § 164.522(b), to the extent the Practice Party notifies Breakthrough in writing and they affect the Services. Breakthrough will promptly confirm implementation or state why it cannot implement them.

B.11 Availability of records to HHS

Breakthrough shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received on behalf of, the Practice Party available to the Secretary for determining the Practice Party's compliance. (§ 164.504(e)(2)(ii)(I).) Breakthrough shall notify the Practice Party of any such request promptly unless prohibited by law; notice is not a condition of compliance with the Secretary's request.

B.12 Binding annex and factual disclosures

B.12.1 Exhibit A's service permissions, permitted data, retention rules and excluded-program list are incorporated into Part B. Information provided under B.12.3 is descriptive and adds no contract terms or permissions.

B.12.2 (a) Contractual provisions: Exhibit A-1's Services, purposes, capacities, recipient classes and authority bind. Implementing an additional function within all limits of A-1, Row 16 does not require a further amendment; the Article 30.5(b) notice identifies the function and its governing row without changing the

binding permissions. Adding a Service outside those limits, adding a recipient class or expanding a purpose requires B.18.1(d)'s written amendment. Expanding A-2's permitted purposes or data types also requires that amendment.

(b) Changes within existing terms. Breakthrough may change its systems, vendors, personnel and record categories within the binding permissions, B.3's functional test and the other express terms, subject to B.9. Internal operating methods follow Article 5.5. Exhibit A-4 governs program-list changes. No change under this paragraph may expand data use, reduce retention safeguards or change fees, duties, rights or remedies without the applicable change process.

B.12.3 On written request from a Practice Party or Therapist, or from a prospective one before acceptance, Breakthrough provides a written summary of the systems and Subcontractors that handle PHI, including AI and analytics providers, with their functions and data locations; the recipient groups; the access groups and countries from which personnel access PHI; the safeguards actually implemented; and the backup and retention facts relevant to B.13.5 and B.16. Breakthrough need not provide the same requester more than one full summary in any twelve months. It answers at any time a question about current access countries, a specific question needed to exercise a right under Part B, or a question about a notice under B.8 or B.9.2. Breakthrough responds promptly to requests under this paragraph. No standing register, publication or update delivery is required by this paragraph. Subcontractor changes follow B.9.2. Purely internal procedures need not be published or versioned under Article 5.5.

B.12.4 Information provided under B.12.3 is accurate and dated when given. Breakthrough reasonably substantiates that information and clearly identifies uncertainty. Breakthrough must not represent an unverified control, system, access group, recipient or retention period as verified.

B.13 Clinical and safety escalation

B.13.1 Escalation Content means the communications described in Exhibit B-1's binding trigger definition and list.

B.13.2 Routing obligation. Breakthrough shall route Escalation Content to the Therapist during the applicable routing interval under Article 26.8 and in accordance with the Escalation Protocol, and shall not respond to its clinical content.

B.13.3 Staff follow Exhibit B's recognition, resource-response, routing and fallback steps, including when unsure. Routing is nonclinical; the Therapist retains clinical, warning, protection, reporting and emergency duties.

B.13.4 The delivered Exhibit B governs acceptance. Updates require delivery of revised text with effective date and explanation. Version retention and access follow Article 30.1(d). Updates cannot narrow triggers, reduce routing, lengthen routing clocks, shift clinical responsibility, broaden audit metadata, or remove the resource and monitoring disclosures required by Exhibit B-2. Added personal Therapist duties or shorter response periods require at least 30 days' notice, Article 30.4's changed terms version and 30.8's choices. Practice-level amendments also follow B.18.1 and cannot themselves accept personal changes. Equivalent internal wording or staff assignments cannot alter these protections.

B.13.5 Breakthrough records escalation content and only Exhibit B-5's permitted audit metadata. Promptly after the earliest of Window closure, Match End and a Care Start Stop Date, Breakthrough will ensure complete content has been securely delivered to the proper Practice Party, lawful custodian or authorized recipient and delete Breakthrough's copy, subject to the existing retention exceptions. A duplicate resend is unnecessary if Breakthrough can demonstrate that complete content was already securely delivered to that proper recipient; deletion and its evidence are still required. Breakthrough hands back later content through

secure routing to the appropriate authorized recipient. It retains only what is needed to complete required routing or fallback, and deletes it promptly afterward. It retains only content-free metadata for seven years after handback, then deletes it. That metadata contains no client words or identifiers beyond the Ledger match label. Identifiable content and metadata remain PHI under B.5–B.8 and B.16.

Copies that cannot be deleted remain protected and registered under B.16.6(a)–(b); entries may be grouped by category and system. No separate handback notice is required for copies held only in routine backups or deleted mail under an applicable retention exception; B.12.3 provides their schedules on request. For other retained copies, Breakthrough promptly notifies the Therapist after handback of their category, system, reason and disposition date. Incident and Out-of-Scope Content notices remain required. Missing notice or registration does not invalidate an otherwise applicable retention exception; those duties remain.

B.14 Obligations of the Practice Party

B.14.1 The Practice Party shall not request that Breakthrough Use or Disclose PHI in a manner not permissible if done by the Practice Party, except as permitted by B.4.3.

B.14.2 The Practice Party shall notify Breakthrough of (a) any limitation in the Practice Party's Notice of Privacy Practices, (b) any change in or revocation of an Individual's authorization, and (c) any restriction agreed under 45 C.F.R. § 164.522, to the extent each affects Breakthrough's Use or Disclosure of PHI.

B.14.3 The Practice Party shall send Breakthrough only the PHI necessary for the Services, and shall not send psychotherapy notes (B.6.3).

B.14.4 The Practice Party is responsible for its organizational Part B duties, including performance through personnel acting on its behalf. Its authorized privacy representative may give notices and directions under this Part. Clinical decisions, Match End reports on the Therapist's behalf and clinical acknowledgment remain with the responsible Therapist or verified covering clinician. Article 26.9 states the Therapist's acknowledgment duty. Appointment to one role does not appoint the others.

B.14.5 The Practice Party is responsible for its Notice of Privacy Practices and required Client authorizations. The responsible Therapist retains clinical documentation and clinical decisions under Articles 23 and 26. A Part B amendment cannot itself add personal duties, shorten Therapist clocks or accept fee terms; each affected Part's existing change process applies.

B.15 Representations and covered-entity status

B.15.1 The acceptance record identifies the Practice Party on whose behalf Breakthrough performs the work. If the Practice Party is not a covered entity, Part B applies contractually without a concession of regulatory coverage; B.11 applies only within the Secretary's jurisdiction. The same privacy protections and contractual remedies apply. A change in covered-entity status does not change the contracting person without the required agreement.

B.15.2 Practice workforce coverage requires an effective Part B agreement and an affiliation confirmed by the Therapist and verified with the practice through an authorized source. Breakthrough records the applicable scope and dates. Affiliation alone does not establish Workforce status or cover a Therapist's separate practice work. Other arrangements require verified authority and the applicable agreement with the person or entity on whose behalf Breakthrough works.

Owner signing. Where a Therapist provides care through their own sole proprietorship or a practice entity they own and are authorized to bind, Breakthrough may rely on the Therapist's authenticated declaration identifying the Practice Party, confirming that the care is provided through it and stating their authority for

each acceptance. For signing and establishing coverage for that Therapist's own practice arrangement, the declaration and applicable acceptances satisfy the affiliation, practice-verification and authority-verification requirements of B.15.2, and the record identifies its basis as an owner declaration. It establishes no coverage for other Therapists. Questions or disputes about identity, affiliation or authority follow the rules below for missing or disputed coverage.

Practice representatives. An authenticated representative with a confirmed connection to the identified practice may execute Part B, confirm specifically identified Therapists' affiliations or separately accept or withdraw practice fees only to the extent they have and expressly declare authority for each act. Verified access to an address on the practice's established genuine email domain ordinarily confirms the connection; an address published by the established practice or confirmation through an established practice channel may also do so. Employment or mailbox access alone does not establish authority.

For the declared scope, the confirmed connection, applicable declarations, Therapist affiliation confirmation and required acceptances satisfy B.15.2's practice-verification and authority-verification requirements. Breakthrough records the basis as declared authority and confirmed practice connection, not independent authority verification. Qualifying owner and representative acts count when completed without routine manual approval. Neither route creates absent authority, accepts fees implicitly or changes client-information access or later sensitive-change checks. Missing connections, conflicting information and disputed authority follow the affected-arrangement rules below. Still-valid authority evidence may be reused for the same person, practice, duty and scope; required assent to changed terms remains separate.

Match acceptance requires Part A acceptance under Article 32.2, applicable fee acceptance under Article 32.3, and any required Practice coverage or authority. That coverage or authority must also precede work that depends on it. Existing effective Part B agreements remain in effect unless changed or ended under their terms.

A Therapist may have multiple verified practice affiliations. Breakthrough identifies the applicable Practice Party for each match and records lawful changes, limiting records, instructions and access to the applicable scope. A practice change alone creates no new Match or Window. Article 15.6(c) governs fees and purchaser changes; Exhibit A-2 governs access.

If required Practice coverage or authority is missing or disputed, the affected arrangement remains pending until it is verified. This does not affect the Therapist's Part A participation or other properly covered work, and does not make the Therapist an individual covered entity. Breakthrough may still prepare and send proposals, but the Therapist may not accept the affected match or perform work that requires the missing coverage or authority.

A temporary actual Care Start suspension follows Article 16.2. Termination of applicable coverage without lawful continuity of Care Start sets a final Stop Date under Article 21.3 for the affected match. Ending one affiliation does not end the practice's agreement for other Therapists or establish clinical Match End.

Safety-message handling follows Article 26.8. Handback goes to the proper Practice Party, lawful custodian or authorized recipient under Part B; a departing Therapist or their personal representative is not automatically entitled to practice records. Existing disposition and retention duties continue for the affected records.

B.15.3 Authority. Each party represents it has authority to enter Part B.

B.15.4 Scope of Part B. Part B addresses PHI privacy and security. It makes no representation about the Practice Party's compliance with other laws, professional ethics, licensing or payer contracts and does not replace their own evaluation of requirements for their practice. Article 36 states the corresponding Part A limits and each party's independent compliance responsibility.

B.16 Term, suspension, and termination

B.16.1 Term. Part B takes effect under the signing and coverage rules in B.0 and B.15 and continues until terminated under this B.16. Termination triggers B.16.5's disposition duties; B.17 governs surviving obligations.

B.16.2 Termination for cause. Either party may terminate Part B on written notice under Article 35 if the other materially breaches it. Termination and its consequences for the affected engagements follow Articles 21.3 and 33.8 and B.15.2.

B.16.3 Suspension.

(a) Breakthrough shall immediately suspend processing of, or access to, PHI where it reasonably believes continued processing would violate the HIPAA Rules or Part B, would contravene a restriction under B.10.5, or where suspension forms part of active security containment.

(b) The Practice Party may direct suspension in writing to the Part B address in Article 35.1(c), or to any other address in Article 35.1, and Breakthrough shall comply promptly.

(c) Breakthrough shall give the Practice Party a time-critical notice of any suspension with its reason and scope and, to the extent known, expected duration and remediation plan. For PHI suspensions, Article 16.2's longer-suspension and client-disruption notices apply, with expected duration stated to the extent known; the Practice Party also receives the longer-suspension notice.

(d) Safety routing. The routing obligation in B.13 continues during a suspension where permitted under this Part B, unless the Practice Party directs otherwise in writing.

(e) Suspension is not termination. Article 16.2 separately governs a Care Start service suspension; the two may overlap.

B.16.4 Either party may end the applicable practice relationship without cause by written notice under Article 35, subject to the Agreement's express no-removal and other protections. Further service PHI flow under that relationship stops; safety-message handling follows Article 26.8 and disposition duties continue. Article 33.8 governs affected engagements, and lawful uninterrupted coverage elsewhere does not end the Therapist's Part A participation. Part B's disposition duties continue under B.16.5–B.16.6, with B.17 survival while PHI remains. A Therapist's own departure under Article 33 ends only their participation and affected work.

B.16.5 On termination, Breakthrough shall return or destroy all PHI still held in any form for the Practice Party, including subcontractor copies, and retain none except under B.16.6 or B.16.7. This implements 45 C.F.R. § 164.504(e)(2)(ii)(J).

(a) At termination, Breakthrough notifies the Practice Party that the information will be destroyed unless return is requested, stating how and by when to ask and allowing at least 14 days. Breakthrough destroys nothing under this B.16.5 before that deadline and returns the information if asked.

(b) Return in a commonly used, machine-readable format with sufficient field descriptions to interpret it.

(c) Include identifying and coverage records, any intake artifacts lawfully held, client messages, escalation content and metadata, and disclosure logs.

(d) Use secure encrypted delivery to an authorized recipient.

(e) Backup and snapshot copies remain protected by Part B until expiry; only restoration and B.16.6 uses are allowed.

(f) If the Practice Party requests it, certify within 30 calendar days of termination or of the request, whichever is later, what was returned or destroyed, the method and any registered retention.

B.16.6 Infeasible return or destruction:

(a) Continue Part B's protections and limit use and disclosure to the purposes making disposition infeasible while the PHI remains.

(b) Keep a Retained-Data Register identifying each category, system, specific ground, retention period and scheduled disposition date, and provide it with any requested certificate or on request. Include applicable backups, snapshots, archives, legal holds, B.6.5(b) un purgeable content and B.13.5 copies. Update changes and keep a disposition record showing date, system, method and responsible process, available on request. Breakthrough's own-purpose records follow B.16.7, not this exception.

(c) A legal hold must be limited to information subject to a preservation duty arising from actual or reasonably anticipated legal, regulatory or licensing proceedings. When that duty ends, the Agreement's otherwise applicable return, destruction and permitted-retention rules govern.

B.16.7 Own-purpose retention:

(a) After termination, Breakthrough may retain PHI only as minimum billing records and content-free escalation audit metadata necessary for B.4.3's permitted purposes, within the retention periods in Article 29.1 and B.13.5. Part B's protections and B.4.3's use and disclosure limits continue.

(b) Within 30 calendar days of termination, Breakthrough will either de-identify under B.4.6 any of these records not needed under (a), severing identifiers and all mappings resolving a match label to a client, or return or destroy those records under B.16.5. When retention under (a) is no longer necessary, the Agreement's otherwise applicable return, destruction and permitted-retention rules govern.

(c) Any certificate identifies retained categories, purposes and retention periods, and states the disposition, method and date for each category returned, destroyed or de-identified.

(d) Datasets and models created within B.4.6's limits may be retained and used after source-record deletion or termination within those limits. De-identification must occur while the source information is lawfully held and available for that use; this does not delay disposition or permit new uses of backup or legal-hold copies. These limits and B.4.6's use restrictions survive termination.

B.17 Survival

Breakthrough's obligations under B.3 (capacity and cross-use), B.5 (prohibited uses), B.6 (minimum necessary and Out-of-Scope Content), B.7 (safeguards), B.8 (reporting), B.9 (subcontractors), B.10 (individual rights), B.11 (Secretary access), B.13.5 (escalation records), B.16.5–B.16.7 (return, destruction, the Retained-Data Register, and disposition by de-identification), this B.17, and B.18 survive termination for so long as Breakthrough maintains any PHI, and thereafter as to any obligation by its nature intended to survive.

B.18 General

B.18.1 Regulatory change.

(a) Automatic compliance. Breakthrough shall comply with amendments to the HIPAA Rules by their compliance dates. Such amendments are incorporated automatically and do not require a bilateral amendment, and neither party's failure to execute an amendment excuses compliance.

(b) Bilateral amendment where a choice is required. Where a regulatory change requires choosing between compliant alternatives, allocates a new obligation between covered entity and business associate, or materially changes the commercial terms, the parties shall negotiate in good faith; termination rights remain under B.16.

(c) Exhibit A amendments are governed by B.12.2, Exhibit B by B.13.4.

(d) Any other amendment. Any change to Part B or to Exhibit A-1, A-2 or A-3 that is not made under (a), (b), B.12.2(b), B.9.2, B.9.4, or B.13.4 requires a written amendment agreed by both parties, which may be accepted electronically under Article 3.2 of Part A. Breakthrough gives the Practice Party the proposed amendment at least thirty days before it takes effect, unless both parties expressly agree to an earlier date. Article 30.7 preserves other applicable notice and acceptance protections. Until an amendment takes effect the existing

text governs, and Breakthrough shall not act on the change it proposes. A notice may establish a prospective new-match transition under Article 30.8; it does not amend Part B, end existing coverage or authorize the proposed change without the agreement required here.

B.18.2 No third-party beneficiaries. Nothing in Part B confers rights on any person other than the parties, including any Individual.

B.18.3 Independent contractors. Nothing here creates an employment, agency, partnership, or joint-venture relationship, or any relationship in which Breakthrough exercises clinical authority.

B.18.4 Order of precedence. Article 1.3 and B.5.4 govern conflicts between provisions.

B.18.5 Notices. Article 35 governs notices under this Part. It designates privacy@breakthrough.me (Article 35.1(c)) for every notice under this Part, including a breach or security notice; a notice sent to any other address Article 35.1 designates is effective when received. B.13 content additionally uses the Exhibit B escalation channel and its clocks.

B.18.6 Governing law and disputes. Articles 34.2–34.3 govern disputes between Breakthrough and the Practice Party under Part B and its separate Care Start purchase. Article 31.1's protection for existing disputes applies separately to the Practice Party.

B.18.7 Article 34.4 governs commercial liability; B.8.7 governs breach-notification costs, including when no third-party claim has been made.

The Practice Party may enforce its Part B rights, separately accepted fee-purchase rights and Article 34.4's incorporated protections.

Article 34.4(a) supplies the practice arrangement's fee base and shared aggregate cap, with separate limits in each direction as stated there. Its cap and exceptions, subsection (d)'s cost treatment and subsection (f)'s third-party reimbursement apply between Breakthrough and the Practice Party. Sharing the cap does not create joint liability or a Therapist's guarantee of practice obligations.

No loss may be recovered more than once, through either Part or different claimants; any amount already paid for that loss reduces the remaining recovery.

B.18.8 Part B may be executed in counterparts and electronically. One signing action may accept both Parts in separately identified authorized capacities; fee acceptance remains a separate affirmative choice. The accepted Part B and Exhibits remain reproducible and available under Articles 3.3 and 30.1(d).

B.18.9 Entire agreement as to PHI. Part B, with Exhibits A and B, is the entire agreement of the parties as to PHI and supersedes prior understandings on that subject.

B.19 Providing the accepted Part B

A separately issued Part B must include its accepted text and be supplied with its accepted Exhibits A and B, applicable acceptance and verified coverage/authority records, and incorporated Part A provisions and identified Therapist Terms of Service and Privacy Policy in their accepted versions. The accepted packet may supply the incorporated Part A text. The identified policies may be supplied as separately downloadable copies of their fixed, accepted versions under Article 3.2; their complete texts must remain available with the accepted Part B set.

Providing these copies does not change their legal status or require a new fee election. Articles 1.2, 3.3 and 30.1(d) govern access to the accepted documents.

Exhibit A Service permissions data and retention

A-1 Service permissions

This service list binds under B.12.2(a). It limits authorized Services, purposes, capacities, recipient classes and authority. Processing necessary to perform a listed Service, including AI assistance and service analytics under B.5.5, is permitted within those limits. AI and analytics providers bound under B.9 are permitted processor recipients only for those uses and B.4.6's permitted preparation and processing. Practice elections, client restrictions and the governing row's information limits continue to apply. B.4.2, B.4.3 and B.4.6's separate permitted uses and required disposition remain. "BA" means Business Associate Capacity. Capacity follows B.3.2; B.3.5's PHI default applies.

In rows 1–5, the client's introduction request authorizes consumer contact; work on the applicable Practice Party's behalf requires applicable authority and Part B coverage. Recipients are the client and Therapist unless stated otherwise. Practice elections under Article 6 and client restrictions apply. Article 27.2 restricts Care Start staff access.

Row 1 Coverage and benefits

Administrative coverage and behavioral-health benefit information from intake and Reliable Records. If offered, direct payer verification is permitted only after Booking Confirmation for eligibility and benefit facts, including deductible, copay and benefit limits. The payer may receive only the administrative information necessary for that check, under client direction or the Therapist's written authority and applicable restrictions. No initial-matching payer contact, claims submission, appeal, negotiation or clinical discussion is authorized. Practice-elected work is not routinely duplicated. No payment guarantee is made.

Row 2 Scheduling

Arrange and coordinate appointments under Article 5.1(b). A Therapist's revocable calendar authorization additionally permits reading free/busy availability and creating, changing or cancelling only Breakthrough-created events, using first name and last initial. Other event names, details, guests and edits are excluded. Consultation events never activate fees.

Without a connection, Breakthrough holds no calendar credential and writes no calendar entries. The connected account remains under the Therapist's own relationship with the calendar provider; before any different arrangement, Breakthrough evaluates B.9.2 and gives required notice. The credential is encrypted and revocable. Effective controls enforce the event-identification limit.

Row 3 Form delivery

Send practice forms or links and reminders under Article 5.1(c) to the client.

Row 4 Completed forms

Optional intake administration under Article 5.1(c) on the Practice Party's behalf using client-supplied form information, completed forms and completion status, with the client and applicable Practice Party as recipients.

Row 5 Logistics

Nonclinical paperwork, appointment, coverage and onboarding logistics under Article 5.1(d).

Row 6 Payer classification

Determine category under Articles 14 and 25; Independent compliance determination subject to each underlying record's capacity; no external recipient. Authority is the compliance obligation; no BA evidence may enter independent matching records.

Row 7 Assistance

Article 5.1(f) assistance; BA; recipients are the client and Therapist under the Commitment.

Row 8 Administrative support and safety routing

Article 5.1(g) support and Article 26 routing; recipients are the client, Therapist and verified Exhibit B recipients. Article 26 governs routing, including its timing and recipients.

Row 9 Ending administration

Record endings and correct supported dates under Articles 5.1(h) and 20.1–20.2; BA Ledger; recipient is the Therapist.

Row 10 Rematching help

May ask about another match on the client's indication or the Therapist's ending report and possible client interest; neutral help for an objective logistical obstacle is permitted under Article 22.2 without clinical assessment or a duty to monitor. Client confirmation is required. BA for prior-episode support; recipients are the client and Therapist under Article 22. Row 15 governs the new consumer instruction; Article 22.5's separation rules apply.

Row 11 Status updates

Report Article 5.1(j) service status; BA; recipient is the Therapist under the Commitment.

Row 12 Ledger

Billing and performance evidence within Article 27.3; BA; recipients are the Therapist and authorized Billing Account recipient under Articles 15.6 and 29 and Exhibit A-2. Ledger maintenance alone earns no fee.

Row 13 Statements and payment

Statements, payment records and caps; recipients are the Therapist, Billing Account's authorized recipient and payment processor under accepted fee terms and B.4.3. Identifiable information derived from BA records remains subject to Part B; commercial records about the contracting parties follow B.3. Billing access remains limited by Articles 15.6 and 29 and Exhibit A-2. The processor receives only a client label and match date, never a name or clinical detail.

Row 14 Practice administration

Carry out Article 5.1(k) instructions; BA for client-specific updates, Independent for profile, availability and capacity; only necessary administrative fields may be shared with the Therapist on verified instruction, never clinical records.

Row 15 Consumer rematch instruction

Handle the client's direct rematch request and new preferences, with the client and incoming Therapist as recipients under Article 22.5; Independent under B.3; client-request authority. Article 22.5's separation rules apply.

Row 16 Additional administrative onboarding functions

Breakthrough may add administrative onboarding functions reasonably similar to a function authorized by Rows 1–5, 7 or 11, on notice under Article 30.5(b). The notice must describe the added function and identify the existing row whose permissions govern it.

Each added function must remain within that row's purposes, capacity, recipient classes, authority and permitted information under A-2. Permissions from different rows may not be combined to broaden access or use. Article 27.2, practice elections, client restrictions and existing retention requirements continue to apply.

An added function follows the election applicable to that match for its governing Routine Onboarding Function, including Article 6.1's exceptions.

The notice documents the added function; it does not expand its permissions.

This row does not authorize clinical assessment, interpretation or advice; broader use of information for independent matching; broader billing permissions; or changes to safety-routing requirements. It does not replace or reduce any existing service obligation. A function outside these limits requires the applicable amendment before it begins.

A-2 Permitted data and statement information

This exhibit defines permitted data uses, not database fields. Implementation changes within those permissions require no amendment and must preserve required evidence and Article 5.5's protections. Expanding A-1 permissions or the permitted purposes or data types in A-2 requires amendment under B.12.2(a).

Service delivery for rows 1–5, 7, 8, 10 and 11 uses only:

- first name and last initial;
- contact email and phone;
- full name, date of birth, payer/plan and member identifiers, other necessary verification identifiers and administrative eligibility/benefit facts only as necessary for row 1's authorized verification;
- selected Therapist;
- proposed and confirmed scheduling times;
- whether practice forms were sent or prefilled;
- contact status (sent, answered, stalled, escalated);
- logistics-only notes.

This verification permission does not expand statement, calendar or matching fields. Intake-form administration under Article 5.1(c) may additionally use client-supplied form information, completed forms and completion status. Article 27.2 governs staff access.

For B.5.5's authorized communication and workflow monitoring, Breakthrough may also process necessary message, link and event identifiers, delivery/open/click events, timestamps and technical delivery or device information. This permits no additional clinical-content collection and does not expand the billing permissions below. Tracking data alone does not establish agreement acceptance, clinical booking, attendance or required safety acknowledgment; the applicable evidence rules govern.

A function under A-1, Row 16 may use only the information already permitted for its identified governing row, and only as necessary for that function. Information permitted for another row does not become available merely because it appears in this inventory.

Billing for rows 6, 9, 12 and 13 may use only administrative information reasonably necessary to determine Care Start eligibility and fees, substantiate charges and service remedies, and administer payments, billing adjustments and disputes. Clinical content is excluded. Session-occurrence facts may be collected only as reasonably necessary to fix dates under Article 12.3, establish Non-Start facts under Article 19, or determine or correct Match End or resumption under Articles 18–22. This does not authorize routine reporting of later-session attendance or collection of clinical content.

An answer or recorded event is not an additional fee test. Actual assistance/rematch events and service-failure findings may be used only as performance and remedy evidence. This does not bar de-identified reuse permitted by B.4.6; Article 9's financial-input restrictions remain.

Statements follow Article 15.1; layout may vary. The Coverage Ledger retains each period's outcome and reason, including \$0 periods; booking dates, sources and report dates; Coverage Start, Routine Onboarding Elections and supported endings; payer category, supporting record type and category-change dates and reasons; and supporting billing evidence. Booking corrections and first-session date revisions preserve previous dates and billing effects, with source, author and date under Article 5.5(a). Copies remain available on request under Article 29.5.

Access to Ledger records requires authenticating the requester's identity and authority before revealing client identity. Therapists see only their own matches within their lawful current or retained authority. Multiple affiliations confer no cross-practice access. Authorized practice staff see only matches covered by their practice's Part B and authorized role. A statement contact outside that verified practice coverage needs separate written authorization for identity; consolidated-statement receipt alone grants none. Others receive no access. Links and processor records expose no client identity. Where access is restricted, Breakthrough supplies non-identifying billing information and permitted supporting evidence for fee administration.

Safety routing follows its own deadlines and is not delayed for consolidation.

A-3 Retention and disposition

Articles 29.1–29.3, B.13.5 and B.16.5–B.16.7 are incorporated here and govern retention and disposition.

Breakthrough maintains evidence of deletion or lawful retention, including recoverable copies and backups, to support this Agreement's retention, certificate and Retained-Data Register requirements. Records may be organized by category or system where they adequately account for affected copies. Existing deadlines apply.

A-4 Excluded Payer Programs

How this list changes. Adding a program takes effect on notice under Article 30.5(b). Removing or narrowing a program requires at least thirty days' notice under Article 30.2.

Medicare, all parts, including Medicare Advantage and Part D;

Medicaid and CHIP, including QUEST Integration and every plan that administers it;

TRICARE;

Veterans Affairs and CHAMPVA coverage, including community-care authorizations;

Indian Health Service and tribal programs;

any Hawai'i state- or county-funded behavioral-health program; and

any other federal health care program as defined at 42 U.S.C. § 1320a-7b(f) – a definition that excludes the Federal Employees Health Benefits Program, which this Agreement treats as commercial coverage.

A later program within the federal definition is added on notice under 30.5(b); removal or narrowing requires Article 30.2. Public- and private-employer plans, including Hawai'i EUTF and FEHB, remain commercial under 2.11. Classifications apply uniformly.

Exhibit B Safety routing protocol

Version B-1.7 • September 28, 2026. B.13.4 governs adoption and later updates; the version in force on receipt governs an escalation.

This Protocol is incorporated into Part B by B.13.4. Its special routing, acknowledgment and follow-up duties apply within the intervals in Article 26.8.

B-1 What triggers escalation

Escalation Content is any client communication received by Breakthrough that meets any of the following triggers. Staff do not weigh them against each other and do not judge severity.

(a) Trigger list. Any mention of: suicide, killing or hurting oneself, not wanting to be alive, self-harm or cutting · hurting or killing another person · abuse, neglect, or someone being unsafe at home · overdose, taking too much of something, or a reaction to medication · running out of, stopping, or changing psychiatric medication · being in the hospital, the emergency room, or in crisis · not feeling safe · a statement that things are getting worse or falling apart.

(b) Any request for emergency or crisis help.

(c) Anything referring to harm to self or others, self-harm, abuse or neglect, a medical or psychiatric emergency, or a medication problem.

(d) Any clinical or safety message staff are unsure how to handle. Staff route without assessing severity, credibility, imminence or risk, delaying for investigation or deciding whether content is serious enough.

The examples are not exhaustive.

B-2 Resource response

For Exhibit B-1(b) content, or Exhibit B-1(c) content not clearly limited to historical background, promptly give a non-clinical resource response. Equivalent wording may be used if it states that staff are not Therapists, the channel is not monitored around the clock, the client may call/text 988 or call 911/emergency services for immediate help, and care questions belong with the Therapist. State that forwarding occurred only once it has occurred; otherwise state that the message is being routed.

Do not assess the client, answer clinical content, ask clinical follow-up questions or offer clinical reassurance. Administrative support may continue after routing without obscuring these instructions. If routing has not begun or has stopped under Article 26.8, use Breakthrough's general client protocol. Wording flexibility does not change any trigger or deadline.

B-3 Routing and service levels

For requests for emergency or crisis help under B-1(b), give B-2's resource response immediately, before anything else. For other Escalation Content, give it immediately when B-2 requires it. Route all Escalation Content immediately on recognition to the Therapist's primary urgent contact, using the client's words verbatim, unsummarized and uninterpreted. Acknowledgment is expected promptly when seen, from the Therapist or verified covering clinician under Article 26.5.

During the business hours in B-7, Breakthrough promptly reviews incoming messages for recognition and routing. Staff forward qualifying content immediately on recognition. Messages received outside those hours are reviewed and routed promptly when those hours next begin.

Record receipt and routing times. Channels are not routinely monitored overnight or on weekends.

Every client message received outside B-7's business hours receives an automatic resource response stating that staff are not Therapists, the channel is not monitored around the clock, no person has yet reviewed the message, and the client should contact their Therapist for care or call/text 988 or call 911/emergency services for immediate help. Equivalent non-clinical wording is permitted. The reply does not satisfy routing or acknowledgment duties; staff still route and give B-2's response on recognition.

Use the current verified coverage designation under Schedule 2, Article 5.1(k), and Article 26.5.

B-4 Fallback when the Therapist does not acknowledge

If acknowledgment is not received, Breakthrough makes reasonable follow-up attempts through the Therapist's primary urgent contact and any designated, authorized backup or covering clinician.

Breakthrough does not assess urgency, independently decide to contact emergency services or family, or substitute a Therapist. These follow-up efforts are subject to the following required or authorized actions:

- (i) At the client's request, Breakthrough may contact emergency services, relaying only the client's words and stated location.
- (ii) For a minor, an account-holding parent/guardian or recorded personal representative may be contacted on the same terms as the client, subject to applicable law. This does not authorize other family or emergency contacts.

Legally required reports are separate from routing and the Therapist's own duties. Breakthrough records the report's recipient and time; its content is not part of escalation handback. Notice follows B.4.2, subject to any delay requested by the investigating authority.

B-5 Documentation (B.13.5)

Keep a log of each escalation's required responses, routing, follow-up and any acknowledgment. The log may contain only:

- the Ledger match label;
- receipt, standing-response, routing and acknowledgment timestamps;
- trigger category;
- routing channel;
- acknowledgment attempts and outcomes;
- the Breakthrough personnel who routed the message or handled fallback;
- for an emergency contact or legally required report permitted under B-4, the action taken, recipient and time.

Message and report content are excluded. Handback, deletion and retention follow B.13.5.

B-6 Training

No coordinator handles a Care Start case, and no other person performs routing or fallback under this Protocol, before receiving training on this Protocol appropriate to those duties (B.7.3, Article 26.1).

B-7 Business hours and escalation coverage

For message handling under this Exhibit, business hours are 8:00 a.m. to 5:00 p.m. HST, Monday–Friday, excluding observed nationwide U.S. federal holidays.

Breakthrough keeps a working escalation route current. Personnel assignments may change without changing responsibility or requiring a contract update.