



**Master Services Agreement**

This Master Services Agreement (“Agreement”), dated as of the 1st day of May 2019 (“Effective Date”), is entered into by and between Premise Health Employer Solutions, LLC, a Delaware limited liability company, on behalf of its affiliate eHealthScreenings (“EHS”), with its corporate office located at 5500 Maryland Way, Suite 200, Brentwood, TN 37027 and Lorain County Public Health (“Client”) with corporate office located at 9880 Murray Ridge Rd, Elyria, OH 44035. EHS and Client may be individually referred to herein as a “Party” or collectively as the “Parties.”.

**RECITALS**

**WHEREAS**, Client desires to engage EHS to perform certain wellness screening services (“Screenings”), which Screenings will be more fully described in addendums to this Agreement executed by both Parties in the format set forth in the attached Exhibit A (each, a “Screening Request Form”) on the terms and subject to the conditions set forth herein; and

**WHEREAS**, EHS desires and agrees to perform Screenings for Client pursuant to Screening Request Forms on the terms and subject to the conditions set forth herein.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants, agreements and conditions herein contained, and intending to be legally bound, the Parties agree as follows:

**ARTICLE I  
PROVISION OF SCREENINGS**

1.1 Screenings. EHS shall provide to Client, either directly or through one or more subcontractors, the Screenings described in one or more Screening Request Forms on the terms and subject to the conditions set forth herein and in accordance with the Terms and Conditions set forth on Exhibit B (“Terms and Conditions”) attached hereto and incorporated herein for all purposes. To request Screenings under this Agreement, Client will complete and execute a Screening Request Form and email it to [requests@ehealthscreenings.com](mailto:requests@ehealthscreenings.com). Upon receipt of a completed and executed Screening Request Form, EHS will counter-sign and schedule date(s) and time(s) for EHS to perform Screenings (such scheduled date(s) and time(s) to be referred to herein as a “Booked Screening”). EHS shall provide or cause to be provided Booked Screenings throughout the Term (as defined in Section 3.1). Throughout the Term, the Parties hereto shall use commercially reasonable efforts to give each other full cooperation and support in providing Booked Screenings. EHS shall comply with all reasonable policies and procedures required by Client in connection with EHS’s performance of any Booked Screenings hereunder, provided that Client provides EHS with reasonable advance written notice of any such policies and procedures. EHS and Client hereby agree to meet (either in person or by teleconference) as required to review the business relationship.

1.2 Modification of Booked Screenings by Client. From time to time, Client may request EHS to make modifications to existing Booked Screenings. EHS shall use all commercially reasonable efforts to accommodate any reasonable request by Client to provide such modifications, and shall advise Client as soon as reasonably practicable whether it is able to accommodate such modifications together with the cost estimate and timeframe for implementation and provision of such modifications. If Client accepts EHS’s offer to provide such modifications, EHS shall implement and provide such modifications hereunder according to the terms agreed to by the Parties in writing, which shall be consistent to the greatest extent practicable with the terms of this Agreement. In connection with any agreement to provide modifications to existing Booked Screenings, the Parties shall amend or supplement the applicable Screening Request Form to reflect such modification, and any such agreed additional



service shall be deemed to be a “Booked Screening” hereunder with effect from the date of the Parties’ agreement to provide such service or such later date as the Parties may agree.

1.3 Method of Performance. EHS shall perform Booked Screenings in a commercially reasonable and workmanlike manner. EHS will determine the method, details, and means of performing Booked Screenings.

1.4 Coordination. Client shall appoint a person or persons for the purpose of coordinating the provision of Booked Screenings. Client may change its appointed person or persons under this Section 1.4 at its discretion from time to time upon written notice to EHS.

1.5 Client’s Responsibilities. Client understands and agrees that EHS’s performance of Booked Screenings is reasonably dependent upon Client’s timely and effective performance of its responsibilities hereunder. Client agrees to undertake the Client responsibilities outlined in this Agreement and the Exhibits hereto and in any applicable Screening Request Form that has resulted in a Booked Screening.

**ARTICLE II  
COMPENSATION FOR SCREENINGS**

2.1 Compensation for Screenings. Charges and expenses for all Booked Screenings are set forth in Exhibit B. EHS will give Client 60 days prior written notice of any change in its rates.

2.2 Invoice and Payment. Each invoice shall fairly and accurately state the applicable fees and expenses associated with each Booked Screening. All amounts are due and payable not more than 15 days from the invoice date. If Client defaults in payment of any charges when due, EHS may immediately suspend further performance hereunder.

2.3 Late Fees and Application of Payments. In addition to any other remedies hereunder, if Client fails to pay any amounts when due to EHS hereunder, EHS shall have the right to impose a late payment charge equal to one and one-half percent (1.5%) per month (or the highest rate permitted by applicable law if lower) on such amounts until payment together with all costs and expenses including reasonable attorney’s fees incurred by EHS in collecting such overdue amounts. If Client pays a lesser amount than the amount due under this Agreement, EHS reserves the right to apply the payment to the earliest amount due. No endorsement or statement on or accompanying any check or payment will be deemed an accord and satisfaction and EHS may accept the check or payment without prejudice to EHS’s right to recover the balance due or pursue any other remedy permitted under this Agreement.

2.4 Cancellations. If Client terminates this Agreement prior to the completion of a Booked Screening or cancels a Booked Screening, Client will be responsible for reimbursing EHS for all non-refundable hard costs (i.e. hotel bookings, shipping, staffing, organization time, supplies, etc.) that EHS has incurred to the date of its notification of the termination or cancellation; provided, however, that if Client terminates this Agreement prior to the completion of a Booked Screening or cancels a Booked Screening within two weeks of the date of a Booked Screening, Client will be responsible for paying EHS 100% of the charges and expenses payable to EHS for such Booked Screening.

**ARTICLE III  
TERM AND TERMINATION**

3.1 Term. This Agreement shall become effective upon the Effective Date and, unless earlier terminated pursuant to Section 3.2, shall continue in effect for two (2) years (the “Term”); provided, however, that this Agreement will remain in effect with regard to any Booked Screening existing on the date of any termination, unless termination is pursuant to Section 3.2(c) or until performance is completed thereunder. This agreement will auto renew in one (1) year intervals after the initial two (2) year term unless a written termination notice is provided by either party. **The Term does not require Client to utilize the services of EHS.**

3.2 Termination of this Agreement. This Agreement may be terminated at any time prior to the end of the Term as follows:

- (a) by mutual written consent of EHS and Client;
- (b) by EHS or Client, upon written notice of termination to the other Party, if Client or EHS, respectively, fail to comply in any material respect with any of the covenants or obligations set forth herein; provided, that, the terminating Party shall have given the breaching Party written notice of such failure to comply, and the breaching Party shall not have cured such non-compliance within thirty (30) days after receipt of such notice; provided, further, that, in the event that such failure to comply is not capable of being cured during such thirty (30)-day period and the breaching Party has commenced and is diligently pursuing a cure during such thirty (30)-day period, the breaching Party shall have an additional thirty (30) days to cure;
- (c) by EHS immediately if Client fails to pay the fees and expenses due and payable hereunder in accordance with the terms of this Agreement;
- (d) by Client or EHS upon written notice of termination to the other Party, if Client or EHS, respectively: (i) initiates, permits or effects (or files an answer consenting to or acquiescing in) any voluntary bankruptcy proceeding, liquidation, dissolution or winding up, whether complete or partial, or other proceeding seeking reorganization, arrangement, adjustment, liquidation or dissolution of any of its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, (ii) fails to oppose an involuntary bankruptcy filing against it, (iii) seeks the appointment of a receiver, trustee, custodian or other similar official for the company or for substantially all of its property, or (iv) admits in writing the inability to pay its debts as they become due or makes a general assignment or any similar action for the benefit of creditors; or
- (e) by EHS or Client, upon at least sixty (60) days' prior written notice provided that the rights and obligations of Section 2.4 are strictly complied with.

3.3 Effect of Termination. Upon the termination of this Agreement, all rights and obligations of each Party hereunder shall immediately cease, and no Party shall have any liability to the other Party hereunder; provided, that: (x) nothing herein shall relieve any Party from liability for any breach by such Party of this Agreement, and (y) Article II, Article IV, and Article V shall survive any termination of this Agreement. Within thirty (30) days after the effective date of termination of this Agreement, Client shall pay to EHS an amount equal to the compensation payable by Client to EHS hereunder with respect to all periods prior to or ending on the effective date of termination of this Agreement and with respect to any amounts due and owing under Section 2.4. Payments which may have been made by Client to EHS in advance, which are in excess of amounts due EHS in accordance with this Section 3.3, will be refunded by EHS to Client within thirty (30) days following the effective date of termination.

#### **ARTICLE IV INDEMNIFICATION AND LIMITATION OF LIABILITY**

4.1 General. To the extent not prohibited by law or otherwise provided in this Agreement and subject, further, to the remaining sections of this Article IV, each Party shall indemnify, defend, and hold harmless the other Party, its Affiliates (which shall mean as to any Party, any other person or entity that, directly or indirectly has the possession of the power to vote, or direct the voting of, sufficient securities to elect the manager or a majority of the board of directors or equivalent governing body of such Party) and their respective officers, directors, partners, members, shareholders, managers, employees and agents from and against any and all claims, litigation, suits, notices, liabilities, damages and expenses (including reasonable expenses of litigation, investigation and attorneys' fees and costs) caused by or arising out of (i) a breach by such Party of its covenants or obligations set forth herein or (ii) such Party's gross negligence or willful misconduct.

4.2 Limitation of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY

EHS Initials \_\_\_\_\_

Client Initials \_\_\_\_\_



FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, OPPORTUNITIES, SAVINGS, DATA, OR REVENUES OR OTHER SIMILAR INDIRECT DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. THE PARTIES HEREBY RELEASE EACH OTHER AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY SUCH CLAIM. CLIENT AGREES THAT EHS'S LIABILITY HEREUNDER FOR ANY TYPE OF DAMAGES WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT HEREUNDER.

**ARTICLE V  
GENERAL PROVISIONS**

5.1 No Violation. Nothing in this Agreement shall obligate a Party to take any action that violates applicable law. In no event will a Party be obligated to perform any acts or to abstain from performing any act if, in the Party's reasonable legal and/or business judgment, after consulting with the other Party, performance or non-performance will violate any applicable law.

5.2 Non-Solicitation. During the term of this Agreement and for a period of two (2) years after its expiration or termination, Client will not, and will cause its employees, clients, representatives, agents, affiliates, subsidiaries, parents, successors and/or assigns (collectively, "Representatives") not to directly or indirectly induce, offer, or solicit for hire or engagement any of EHS's personnel or independent contractors to perform any wellness screening services. For this valuable consideration EHS shall not directly induce, offer, or solicit for hire any of Client's personnel or independent contractors to perform any wellness coaching services.

5.3 Entire Agreement; Amendments and Waivers. This Agreement, together with the Exhibits attached hereto and all executed Screening Request Forms, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party or Parties to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. If any provision in this Agreement conflicts with any other provision in Exhibit A or Exhibit C hereto or other agreement between EHS and Client, the provisions in this Agreement control. If any provision in this Agreement conflicts with any other provision in Exhibit B hereto, the provisions in Exhibit B control.

5.4 HIPAA. The Parties understand and agree that Client is a Covered Entity under the Health Insurance Portability and Accountability Act (42 U.S.C. §1320d) ("HIPAA"). Accordingly, the Parties acknowledge and agree that this transaction may be impacted by HIPAA and other state and federal laws, rules, and/or regulations relating to the privacy, confidentiality, and security of patient information as well as other subjects. As required under the HIPAA Privacy Rule (45 C.F.R. Part 164), a business associate agreement in the form attached hereto as Exhibit C will be executed by the Parties and incorporated by reference as an addendum to this Agreement.

5.5 Force Majeure. EHS shall not be liable for any delay or failure in performance of any part of this Agreement by reason of any act of nature, act of civil or military authority, government regulation, embargo, epidemic, terrorist act, riot, insurrection, fire, explosion, earthquake, nuclear accident, flood, work stoppage, equipment failure, cable cut, power blackout, volcanic eruption, other major environmental disturbance or unusually severe weather condition or similar event or cause beyond its control and without its fault or negligence. In such event, EHS will, upon giving prompt notice to Client, be excused from such performance on a day to day basis to



the extent of such interference. EHS shall use commercially reasonable efforts to avoid or remove the cause of nonperformance and shall proceed to perform with dispatch once the causes are removed or cease.

5.6 Costs and Expenses. Each Party shall be responsible for its own costs and expenses arising under this Agreement, including, without limitation, the preparation and negotiation of this Agreement.

5.7 Remedies Cumulative. Except as otherwise provided herein, all rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any right, power, or remedy thereof by a Party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such Party.

5.8 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and will be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences will be drawn against any Party.

5.9 Relationship of the Parties. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. The relationship established by this Agreement will not be construed to create a partnership, joint venture, or any other form of legal entity, nor establish any fiduciary relationship among the Parties or any Affiliate of any Party. The provision of the services described in this Agreement does not establish any joint undertaking, joint venture, pooling arrangement, partnership, fiduciary relationship or formal business organization of any kind.

5.10 Third Party Beneficiaries. The covenants and agreements contained in this Agreement are for the sole benefit of the Parties hereto, and they shall not be construed as conferring any rights or benefits on any other Persons.

5.11 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when transmitted, if transmitted by telecopy, electronic or digital transmission method; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the addresses set forth in the preamble to this Agreement or to such other place and with such other copies as any Party may designate as to itself by written notice to the others.

5.12 Governing Law. This Agreement and the performance of Booked Screenings hereunder shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of law principles.

5.13 Consent to Jurisdiction; Forum Selection; Waiver of Jury Trial. The Parties agree that any actions or proceedings arising in connection with this Agreement and each Booked Screening shall be tried and litigated exclusively in the state or federal courts located in Elyria, Ohio. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement and each Booked Screening in any jurisdiction other than those specified in this Section 5.13. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 5.13 and stipulates that the state or federal courts located in Lorain County, Ohio shall have personal jurisdiction over each of them for the purpose of litigating any dispute, controversy or proceeding arising out of or related to this Agreement and each Booked Screening. Each Party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this Section 5.13 by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. **THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER OR REMEDY UNDER OR IN CONNECTION WITH THIS AGREEMENT AND EACH BOOKED SCREENING OR UNDER OR IN**



CONNECTION WITH ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL ACTIONS THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECTMATTER OF THIS AGREEMENT, INCLUDING, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED, ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO. The terms and provisions of this Section 5.13 constitute a material inducement for the Parties entering into this Agreement and for the Parties' related future dealings.

5.14 Remedies. In the event of any disputes, claims or other matters in question arising out of, or relating to this Agreement or the breach thereof (other than disputes related to Client's breach of Article II), the Parties, prior to resorting to litigation, agree to follow the procedures set forth in this Section 5.14 to facilitate a resolution. Written notice of the dispute must be provided to the other Party within thirty (30) days of the events giving rise to the dispute. The Parties shall each designate one senior executive to represent it in a meeting to resolve the dispute. The designated executive officers shall negotiate in good faith to achieve a resolution to the dispute referred to them, within thirty (30) days after such notice is received. If the designated executive officers are unsuccessful in resolving the dispute within the thirty (30) day period, either Party may initiate litigation. Each Party recognizes and agrees that there may be no adequate remedy at law for a threatened or actual breach of Section 5.2, that such a breach may irreparably harm EHS and that EHS may be entitled to seek equitable relief (including an injunction) with respect to any such breach or potential breach, in addition to any other remedies available at law. In any legal action to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

5.15 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable: (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

5.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all of the Parties hereto. Each Party hereto agrees that the delivery of this Agreement by facsimile or other electronic transmission shall have the same force and effect as delivery of original signatures and that each Party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

5.17 Headings. Section headings throughout this Agreement are solely for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

EHS Initials \_\_\_\_\_

Client Initials \_\_\_\_\_



**[Remainder of Page Intentionally Left Blank; Signatures Follow]**

EHS Initials \_\_\_\_\_

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Client Initials \_\_\_\_\_



IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this Agreement, effective as of the Effective Date.

**Premise Health Employer Solutions, LLC  
on behalf of its affiliate eHealthScreenings**

**Lorain County Public Health**

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\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EHS Initials \_\_\_\_\_

Client Initials \_\_\_\_\_





**Exhibit A**  
**Screening Request Form**

EHS Initials \_\_\_\_\_

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Client Initials \_\_\_\_\_

**Exhibit B**  
**Terms and Conditions**

These Terms and Conditions further define the provision of Booked Screenings to be provided to Lorain County Public Health (“Client”) pursuant to that certain Master Services Agreement (“Agreement”) between eHealthScreenings and Client, dated and effective on the 1st day of May, 2019. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Agreement.

**A. GENERAL TERMS**

1. Booked Screenings will take place in a room large enough to compliment the amount of employees being screened. Client will provide sufficient tables, chairs, small trash containers and 110V outlets.
2. Client will provide a person to be designated as the site coordinator to serve as the main point of contact. Site coordinator will also be responsible for printing all applicable paperwork prior to the start of each screening event.
3. EHS will remove all screening specific waste from event site.
4. Client agrees to adhere to all EHS protocols including but not limited to screening room specifications, staffing protocols, and HIPAA and OSHA compliance requirements.
5. Custom programming requests to be offered at a billable rate of \$200.00/hour. Programming estimates to be provided to Client for review and approval prior to programming buildout.
6. A 5-hour screening day per Wellness Technician is factored in with standard pricing. Request for shortened screening event durations may be subject to additional shortened event fees.
7. Screening events conducted in Alaska and Hawaii will be billed at 1.5 times the standard rates.
8. The number of employees that can be screened per day will depend on staffing availability for each region.
9. If multiple shift screenings are needed, additional fees may apply.
10. If extensive travel is required (more than 40 miles roundtrip from one of the EHS affiliated office locations or Wellness Technicians), a .50/mile travel fee will be added per Wellness Technician.
11. If extensive travel or scheduling needs warrant hotel stays - hotels will be booked with 2 Wellness Technicians to a room, \$130 maximum per night guidelines when gender permits.
12. Booked Screenings on weekends, holidays, and between the hours of 8pm and 7am (including set up and break down), will have an additional \$25 per hour, per Wellness Technician pass through fee associated with event.
13. As a standard, events will be scheduled six weeks in advance. Screening requests with less than six weeks advanced notice will be considered on a case by case basis and will depend on staff availability
14. Each on-site Booked Screening requires a screening minimum of 25 participants. Screening events with less than 25 participants can be accommodated with the caveat of a \$325.00 small site fee. An event with longer than a 1 hour break in between screenings will be considered a separate Booked Screening and subject to the 25 participant minimum
15. All events require a check-in table team member which can be staffed by client or offered as an add-on service provided by eHealthScreenings at a pass-through cost of \$200.00/event. Responsibilities include: Participant check-in, ID verification (when applicable), and paperwork distribution
16. All Booked Screening packages include:
  - Individual online reports for each participant.
  - Individual online participant dashboard
  - Animated educational videos
  - Corporate aggregate report and online corporate dashboard
  - Data transfer following our standard pipe delimited or CSV format. Any special programming needs outside of our standard format may be subject to additional programming fees.
  - Customized marketing flier templates.
  - Online scheduling system
  - 800 customer support line
  - Assigned project management team
  - Smartphone application



- e.b.i.t system - [www.ehealthscreenings.com/ebit](http://www.ehealthscreenings.com/ebit)
- Event staffing
- Lab processing fees, screening supplies, medical waste disposal and shipping cost
- Wellness station privacy screens
- Implementation fees / site fees / setup fees
- Onsite results overview w/distributed My Health Profile report - *Finger Stick only*

**B. STANDARD PACKAGES AND PRICING**

**VENIPUNCTURE PACKAGES:**

Panel Description	Per Participant
<b>Premium (onsite)</b> - Includes lipid panel*, glucose, blood pressure, height, weight, waist circumference and BMI.	\$41.00
<b>Premium (offsite clinic)</b> - Includes lipid panel*, glucose, blood pressure, height, weight, waist circumference, and BMI.	\$48.00
<b>Physician Screening Submission</b>	\$12.00

**\*Premium (Lipid Panel) Includes:** Total cholesterol, HDL, LDL, triglycerides, total/hdl ratio, VLDL.

**C. SCHEDULING PROCESS**

1. CLIENT will be provided with a Screening Request Form that must be filled out and submitted for each Screening (sheet to be provided).
2. Included in that sheet will be a section where a **minimum number** of employees must be established for each location. It is that number that EHS will use to establish the number of staff required for a Booked Screening as well as how many supplies to order for each Booked Screening. EHS will plan for that minimum number, plus an additional 10%. So if a minimum of 200 employees is agreed upon, EHS will have enough supplies and staff available to screen up to 220 employees. CLIENT will be financially responsible for the minimum number established – and the standard per person charges for actual usage for anything over the established minimum. Client will have ten (10) days prior to each event to adjust event minimums. Client will be financially responsible for committed minimums inside the stated ten (10) day window.
3. **For Venipuncture screens only:** If a location does not meet their minimum participation expectations, then EHS will provide a credit towards the cost of processing the blood sample: Lipid + Glucose \$5.00 per participant below the minimum and Full Chemistry Panel \$6.50 per participant below the minimum.
4. Upon receipt of a Screening Request Form EHS will verify that staffing is available and inform CLIENT of any additional costs that may be associated with Screenings (mileage, hotels, etc.) within 3-6 business days.
5. Once EHS has confirmed availability – EHS will confirm with a CLIENT that the event is to be put into the system as a Booked Screening. Once a Screening has been verified to book (i.e., a Booked Screening), all cancellation policies will apply.
6. EHS will provide support to site coordinator and CLIENT as indicated.

EHS Initials \_\_\_\_\_

Client Initials \_\_\_\_\_



**D. SCREENING PROCESS (typical)**

1. Once a Screening is verified (i.e., a Booked Screening), EHS will immediately reserve staff and put the Booked Screening into its system.
2. 4 weeks prior to the beginning of each Booked Screening, EHS will release the scheduler and provide marketing templates to each client to be used as e-blasts or fliers.
3. EHS will also provide the “How it Works” document which provides a general overview of what to expect and how to prepare for a Booked Screening.
4. EHS lead technician will call the site contact 1-2 days before the Booked Screening is scheduled to begin. He or she will confirm the address, screening times, and go over room specifications and set up.
5. EHS technicians will arrive 30-60 minutes prior to each screening time, and will need about 30 minutes following the completion of all screenings to pack up.
6. EHS technicians will send all collected paperwork back to EHS headquarters to be entered/scanned into EHS’s system. Reports are typically available 1-2 days for individuals, 7-10 days for aggregate.
7. Data can be ready for download from EHS’s SFTP site following our standard on any schedule defined by client.

**E. OFF-SITE SCREENING PROCESS**

1. Individuals must register online through the scheduling system or through the EHS mobile application or toll free number. Upon receipt of the online order, EHS will email a lab requisition to the employee which they must take with them to the lab or clinic.
2. Included with the requisition will be a list of the closest lab/clinic locations and instructions for usage.
3. Once processed, employees will be sent a results ready email. At that time they can access the online scheduling system and view their results.

**F. PCP SCREENING PROCESS**

1. Individuals must register online through the scheduling system or through the EHS mobile application or toll free number. Upon receipt of the online order, EHS will email a PCP form to the employee which they must take with them to their PCP visit.
2. Included with the requisition will be detailed instructions
3. Once processed, employees will submit results via fax or email to EHS. Employees will be sent a confirmation email thereafter and a results ready email. At that time they can access the online scheduling system and view their results.

**G. PAYMENT**

1. Payment for Booked Screenings is due within 15 days following the receipt of invoice for each project.
2. Client understands and acknowledges that EHS incurs significant financial commitments in association with the rendering of these services which require prompt payment. EHS reserves all legal rights to remedy and collection for failure to pay.
3. **Accounts Payable Contact Information:**

Contact name	Contact Phone	Contact email

Email for invoice submission if different than #3 above:

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**Exhibit C**  
**Form of Business Associate Agreement**

This BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is entered into to be effective as of the 1<sup>st</sup> day of May, 2019 by and between eHealthScreenings (“Business Associate”) and Lorain County Public Health (“Covered Entity”).

**WHEREAS**, pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 2024 (Aug. 21, 1996) (“HIPAA”), and the HITECH Act of American Recovery and Reinvestment Act of 2009, the Office of the Secretary of the Department of Health and Human Services has issued regulations governing the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information at 45 CFR Parts 160 and 164; and

**WHEREAS**, the HIPAA Rules provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow Business Associate to obtain, receive, and create Protected Health Information on Covered Entity’s behalf, only if Covered Entity obtains satisfactory assurances in the form of a written contract, that Business Associate will appropriately safeguard the Protected Health Information; and

**WHEREAS**, on the date hereof, Covered Entity and Business Associate entered into a Master Services Agreement (“Services Agreement”) to provide for Covered Entity’s use of certain of Business Associate’s services; and

**WHEREAS**, Covered Entity and Business Associate desire to determine the terms under which they shall comply with the Privacy Rule in connection with the Services Agreement;

**NOW THEREFORE**, Covered Entity and Business Associate agree as follows:

1. **GENERAL HIPAA COMPLIANCE PROVISIONS.**

1.1. **HIPAA Definitions.** Except as otherwise provided in this Agreement, all capitalized terms contained in this Agreement shall have the meanings set forth in the Privacy Rule.

1.1.1. **Terms.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: 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, and Use.

1.1.2. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity identified as Business Associate in the first paragraph of this Agreement.

1.1.3. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity identified as Covered Entity in the first paragraph of this Agreement.

1.1.4. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2. **HIPAA Readiness.** Business Associate agrees that it will be fully compliant with the requirements of the HIPAA Rules by the compliance dates established under the HIPAA Rules.

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1.3. **Changes in Law.** Business Associate agrees that it will comply with any changes in HIPAA and the HIPAA Rules by the compliance date established for any such changes. If, due to such a change, either or both of the parties are no longer required to treat Protected Health Information in the manner provided for in this Agreement, the parties shall renegotiate this Agreement, subject to the requirements of Section 5 of this Agreement. Any such renegotiation shall occur as soon as practicable following the occurrence of the change.

2. **TREATMENT OF PROTECTED HEALTH INFORMATION.**

2.1. **Permitted Uses and Disclosures of Protected Health Information.**

2.1.1. **Uses and Disclosures on Behalf of Covered Entity.** Business Associate may use or disclose Protected Health Information as necessary to perform functions, activities or services for Covered Entity as specified in the Services Agreement, provided that such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity.

2.1.2. **Other Permitted Uses and Disclosures.** In addition to the uses and disclosures set forth in Section 2.1.1, Business Associate may use or disclose Protected Health Information under the following circumstances:

2.1.2.1. **Use of Protected Health Information for Management, Administration, and Legal Responsibilities.** Business Associate is permitted to use Protected Health Information if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate.

2.1.2.2. **Disclosure of Protected Health Information For Management, Administration, and Legal Responsibilities.** Business Associate is permitted to disclose Protected Health Information if necessary for the proper management and administration of Business Associate, or to carry out legal responsibilities of Business Associate, provided that the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person will notify Business Associate immediately of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.1.2.3. **Data Aggregation Services.** Business Associate is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 CFR 164.501.

2.1.2.4. **De-Identified Protected Health Information.** Business Associate shall be permitted to de-identify Protected Health Information for its own use or compile and/or distribute statistical analysis and reports utilizing aggregated data derived from the Protected Health Information or any other health and medical data obtained from Covered Entity.

2.1.3. **Further Uses Prohibited.** Except as provided in Section 2.1.1 and Section 2.1.2, Business Associate is prohibited from further using or disclosing any Protected Health Information received from Covered Entity.

2.2. **Minimum Necessary.** Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity’s minimum necessary policies and procedures.

2.3. **Prohibited, Unlawful, or Unauthorized Use and Disclosure of Protected Health Information.** Business Associate shall not use or further disclose any Protected Health Information received from, or created or

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received on behalf of, Covered Entity, in a manner that would violate the requirements of the Privacy Rule, if done by Covered Entity.

2.4. Required Safeguards. Business Associate shall use all appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity other than as provided for in this Agreement or as required by law.

2.4.1. **Employee/Contractor Education On HIPAA**

2.4.1.1. Create a training plan that includes HIPAA and internal policies and procedures pertaining to HIPAA.

2.4.1.2. Provide training to all employees, contractors and subcontractors on HIPAA and how the regulations help to prevent the improper use or disclosure of Protected Health Information.

2.4.1.3. Document training completion and testing outcomes AND retain training records.

2.4.1.4. Update and repeat training on a regular (annual) basis

2.4.2. **Administrative Safeguards**

2.4.2.1. Adopting policies and procedures regarding the safeguarding of Protected Health Information, including a Risk Analysis.

2.4.2.2. Enforcing those policies and procedures, including sanctions for anyone found not in compliance.

2.4.3. **Technical and Physical Safeguards**

2.4.3.1. Implementing appropriate technical safeguards to protect Protected Health Information, including access controls, authentication and transmission security.

2.4.3.2. Implementing appropriate physical safeguards to protect Protected Health Information, including workstation security and device and media controls.

2.5. Mitigation of Improper Uses or Disclosures. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.6. Reporting of Unauthorized Uses and Disclosures. Business Associate shall promptly report in writing to Covered Entity any use or disclosure of Protected Health Information or a security incident not provided for under this Agreement as required at 45 CFR 164.410, of which Business Associate becomes aware, but in no event later than five business days of first learning of any such use or disclosure. Business Associate agrees that if any of its employees, agents, subcontractors, and representatives use or disclose Protected Health Information received from, or created or received on behalf of Covered Entity, or any derivative De-identified Information in a manner not provided for in this Agreement, Business Associate shall ensure that such employees, agents, subcontractors, and representatives shall receive training on Business Associate's procedures for compliance with the HIPAA Rules, or shall be sanctioned or prevented from accessing any Protected Health Information Business Associate receives from, or creates or receives on behalf of, Covered Entity. Continued use of Protected Health Information in a manner contrary to the terms of this agreement shall constitute a material breach of this Agreement.



2.7. Access to Protected Health Information. Within 10 days of a request by Covered Entity on behalf of an individual, Business Associate agrees to make available to Covered Entity per 45 CFR 164.524 any relevant Protected Health Information in either paper or electronic format received from, or created or received on behalf of, Covered Entity in accordance with the Privacy Rule. If Business Associate receives, directly or indirectly, a request from an individual requesting Protected Health Information, Business Associate shall notify Covered Entity in writing promptly of such individual's request no later than 5 business days of receiving such a request. Business Associate shall not give any individual access to Protected Health Information unless such access is approved by Covered Entity.

2.8. Amendment of Protected Health Information. Within 10 days of a request by Covered Entity, Business Associate agrees to make available to Covered Entity any relevant Protected Health Information per 45 CFR 164.526 received from, or created or received on behalf of, Covered Entity so Covered Entity may fulfill its obligations to amend such Protected Health Information pursuant to the Privacy Rule. At the direction of Covered Entity, Business Associate shall incorporate any amendments to Protected Health Information into any and all Protected Health Information Business Associate maintains. If Business Associate receives, directly or indirectly, a request from an individual requesting an amendment of Protected Health Information, Business Associate shall notify Covered Entity in writing promptly of such individual's request no later than 5 business days of receiving such a request. Business Associate shall not amend any Protected Health Information at the request of an individual unless directed by Covered Entity. Covered Entity shall have full discretion to determine whether the requested amendment shall occur.

2.9. Accounting of Disclosures. Business Associate shall maintain an accounting of disclosures of Protected Health Information it receives from, or creates or receives on behalf of, Covered Entity in accordance with the Privacy Rule. Within 10 days of a request by Covered Entity, Business Associate shall make available to Covered Entity, the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of Protected Health Information, Business Associate shall notify Covered Entity in writing promptly of such individual's request no later than 5 business days of receiving such a request. Business Associate shall not provide such an accounting at the request of an individual unless directed by Covered Entity. Covered Entity shall have full discretion to determine whether the requested accounting shall occur.

2.10. Restrictions and Confidential Communications. Business Associate shall, upon notice from Covered Entity in accordance with Section 3.4, accommodate any restriction per 45 CFR 164.522 to the use or disclosure of Protected Health Information and any request for confidential communications to which Covered Entity has agreed in accordance with the Privacy Rule.

2.11. Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any of its agents, including any subcontractor, to whom it provides Protected Health Information received from, or created, received, maintained or transmitted on behalf of, Covered Entity agree to all of the same restrictions, conditions and requirements contained in this Agreement or the HIPAA Rules that apply to Business Associate with respect to such information.

2.12. Audit by Secretary of Health and Human Services. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity available to the Secretary of Health and Human Services upon request for purposes of determining Covered Entity's compliance with the HIPAA Rules.

### 3. OBLIGATIONS OF COVERED ENTITY.

3.1. Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

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3.2. Revocation of Permission. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by any individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

3.3. Notice of Restrictions. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

3.4. Notice of Restrictions and Confidential Communications. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information and any request for confidential communications to which, in accordance with the HIPAA Rules, Covered Entity has agreed.

3.5. Permissible Requests By Covered Entity. Except as provided in Section 2.1, Covered Entity shall not request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

4. TERM AND TERMINATION.

4.1. Term. The term of this Agreement shall be effective as the date hereof and shall terminate at the termination of the Services Agreement or on the date Covered Entity terminates for cause as authorized in Section 5.2, provided that Business Associate shall continue to comply with Section 5.3 after termination of this Agreement.

4.2. Termination for Violation of Agreement. If Covered Entity, in its sole discretion, determines that Business Associate has violated a material term of this Agreement with respect to Protected Health Information it receives from, or creates or receives on behalf of, Covered Entity, Covered Entity shall provide a reasonable opportunity for Business Associate to end the violation. This Agreement may be terminated by Covered Entity effective upon Business Associate's receipt of written notice from Covered Entity if Business Associate does not end the violation within the time specified by Covered Entity.

4.3. Return of Protected Health Information. At termination of this Agreement, Business Associate shall return to Covered Entity all Protected Health Information received from, or created or received on behalf of, Covered Entity that Business Associate maintains in any form and shall retain no copies of such information. If such return is not feasible, Business Associate shall destroy such Protected Health Information and/or extend the protections of this Agreement to such Protected Health Information retained by Business Associate and limit further uses and disclosures and apply appropriate safeguards to those purposes that make the return or destruction of the information infeasible. Notwithstanding the foregoing, Business Associate shall not destroy any Protected Health Information in less than six (6) years from the date it is received by Business Associate. The obligations of Business Associate under this Section 5.3 shall survive the termination of this Agreement.

5. MISCELLANEOUS PROVISIONS.

5.1. Severability. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be no longer required by the Privacy Rule, the parties shall exercise their best efforts to determine whether such provision shall be retained, replaced, or modified.

5.2. Cooperation. The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance with the Privacy Rule, including procedures designed to mitigate the harmful effects of any improper use or disclosure of Covered Entity's Protected Health Information.

5.3. Regulatory Reference. A reference in this Agreement to a section of the HIPAA Rules meant the section as in effect, or as amended.

5.4. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws



of the state of Ohio except to the extent federal law applies. The parties hereby submit to the jurisdiction of the courts located in the state of Ohio including any appellate court thereof.

5.5. Headings. The headings and subheadings of this Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of this Agreement.

5.6. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

5.7. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

5.8. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

5.9. Notice. Any notice required or permitted hereunder shall be in writing and delivered in the manner and to the address specified in the Services Agreement.

*[Remainder of Page Intentionally Left Blank; Signatures Follow]*

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IN WITNESS WHEREOF, the undersigned, having full authority to bind their respective principals, have executed this Agreement as of date set forth above.

**Premise Health Employer Solutions, LLC  
on behalf of its affiliate eHealthScreenings**

**Lorain County Public Health**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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By: \_\_\_\_\_  
Title: \_\_\_\_\_  
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