

ONSITE SERVICE AGREEMENT

This Onsite Agreement ("**Onsite Agreement**") is made and entered into as of [REDACTED] (the "**Effective Date**"), by and between **CareATC, Inc.**, an Oklahoma corporation, ("**CareATC**") with its corporate office located 4500 S 129th Street E. Avenue, Tulsa, Oklahoma 74134 and **City of Augusta, Georgia**, a/n [REDACTED] ("**Client**") with its corporate office located [REDACTED]. Together CareATC and Client may be referred to as the "Parties".

RECITALS

WHEREAS, CareATC is in the business of providing certain onsite healthcare services through its employees and/or its designated affiliates and associations as more fully defined herein, including those covered services as described on **Exhibit A, Exhibit A-1, Exhibit A-2** etc. (collectively referred to as "**Exhibit A**"), attached hereto (the "**Services**") at private medical health centers at the Client's business location(s) (the "**Onsite Center(s)**"); and

WHEREAS, Client has an employer-sponsored group health plan and would like to offer certain Plan participants eligible for Services ("**Eligible Participants**") access to private medical health center(s) to obtain certain Services; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term and Renewal.

(a) The initial term of this Onsite Agreement (the "**Initial Term**") shall be for three (3) years, commencing on the Effective Date above. This Onsite Agreement may be renewed for up to two (2) additional one (1) year terms (each a "**Renewal Term**") (the Initial Term and Renewal Term shall be collectively referred to as the "**Term**") upon mutual agreement of the Parties by executed amendment. Any change to this Onsite Agreement may only be made by amendment executed by both parties.

2. **Performance and Location.** CareATC shall provide directly, or if required under applicable law, shall arrange for the provision to Client through a physician-owned or other licensed clinician-owned entity (each a "**Professional Entity**"), the Services under this Onsite Agreement at a Client's designated health center location as provided on **Exhibit A**. Such location may be accessed by Eligible Participants. The Onsite Center shall be staffed with the appropriate medical professionals, including but not limited to physicians, physician assistants, nurse practitioners, nurses, registered nurses, licensed practical nurses, medical assistants, or other required medical support staff (collectively the "**Health Professionals**"). At the sole discretion of CareATC, it shall recruit and retain the required medical personnel for the provision of Services in compliance with applicable federal, state, and local law.

3. Payment and Fees.

(a) Client shall pay CareATC, or if required the Professional Entity, fees set forth in **Exhibit B, Exhibit B-1, Exhibit B-2** etc. (collectively referred to as "**Exhibit B**") (the "**Fees**"). CareATC shall invoice Client monthly, and Client shall remit payment to CareATC via ACH or other electronic means within thirty (30) days of receipt of invoice. When applicable, Client agrees to pay any sales, use, excise, or similar taxes applicable to the Services provided for hereunder.

(b) At the beginning of each twelve (12) month period after the Effective Date of this Onsite Agreement, all the Fees provided on **Exhibit B** (excluding the pass-through items) shall automatically increase the greater of five percent (5%) or the U.S. average of the trailing twelve (12) month U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Medical Care. This increase will be effective on the first day of the month of the annual anniversary of the Effective Date.

(c) If at any time there are: (i) changes mandated by law in required wages or other welfare and benefits for CareATC employees; (ii) changes in other regulatory requirements; (iii) cost of goods increases in excess of 5% (when annualized); or (iv) other cost increases outside the control of CareATC (individually and collectively, a "Cost Escalation Event"), that collectively increase the cost for CareATC to provide the Service in excess of 5% (when annualized), CareATC may increase associated Fees by the amount necessary to cover the Cost Escalation Event that CareATC identified pertaining to these mandated increases/product costs, but only within jurisdictions in which such changes are mandated and/or occur. This increase will be effective upon 30 days advanced written notice to Client.

- (d) Client shall pay all undisputed invoiced amounts and notify CareATC in writing of any disputed amounts and reasons for such disputed amounts. CareATC will segregate such disputed amounts until the matter is resolved. Client shall have thirty (30) calendar days from the date of the invoice to dispute the charges listed on the invoice. Any undisputed fees that are not paid within the initial thirty (30) days will bear interest of twelve percent (12%) APR of the invoiced amount each month thereafter. If an invoice amount is disputed, the parties shall mutually agree on the amount due, and the Client shall have thirty (30) days from the date of mutual agreement to resolve and submit payment for such invoice. If such payment is not made in the additional thirty (30) day period, then Client will be assessed an additional interest payment of twelve percent (12%) APR of the agreed amount each month thereafter.
- (e) Failure to pay an invoice after ninety (90) calendar days shall constitute a material breach of this Onsite Agreement. If the invoice has not been resolved in ninety (90) days from the invoice due date, then CareATC reserves the right to refrain from providing Services to Client or terminate the Onsite Agreement pursuant to the Section 4 (Termination) of the Onsite Agreement. Should CareATC continue to provide the Services during a period Client is in breach, then such continuance of Services will not operate as a waiver of CareATC's right and ability to utilize the remedies available to CareATC under applicable laws.
- (f) If Client is exempt from the payment of city, state and/or federal sales and/or use taxes, Client shall open an account with applicable vendors and supply CareATC appropriate documentation to support tax-exempt status. CareATC may place orders on behalf of Client, but only through Client's account as an agent. If the agent relationship has been completed, then the third-party vendor will bill CareATC with no tax included and CareATC shall bill Client as a pass through. If the agent relationship is not completed by Client promptly, CareATC shall (i) refrain from ordering any supplies or products on behalf of the Client to perform the Services, or (ii) Client will be required to place all orders for such supplies or products to perform the Services, or (iii) CareATC shall place the order for such supplies or products required to perform the Services on behalf of the Client, and the Client will pay all charges submitted by the third-party vendor for payment, which may include tax.

4. Termination.

- (a) Either Party may terminate the Onsite Agreement by providing ninety (90) days written notice to the other Party. Upon such termination notice, Client shall pay CareATC: any shutdown fees incurred due to such termination (including but not limited to fees related to any build out/construction paid by CareATC at the Onsite Center (if any), severance and administrative closing expenses). If Client provides CareATC notice of termination without cause during the first twelve (12) months of the Onsite Agreement, then the Client will also pay CareATC a termination fee in an amount equal to three (3) months of the Annual Fee (as shown on Exhibit B).
- (b) Either party may terminate this Onsite Agreement upon thirty (30) days written notice to the other party in the event of an alleged breach of this Onsite Agreement. If the alleged breach remains uncured following such written notice identifying the alleged breach within the thirty (30) days, then the Onsite Agreement shall be terminated. The breaching party shall be liable for all direct costs, fees, expenses, and damages and/or other amounts (including, but not limited to, reasonable attorneys' fees) as a result of the breach. In the event this Onsite Agreement is terminated due to a party's breach, the other party shall have no continuing obligations or liabilities under this Onsite Agreement except as expressly provided under this Onsite Agreement. Notwithstanding the foregoing, in the event this Onsite Agreement is terminated by reason of Client's breach, Client shall remain liable for all fees due for the remaining balance of the then current Term of the Onsite Agreement and all termination fees as set forth in Section 4(a).
- (c) Except as provided for in Section 9, at the expiration or termination of this Onsite Agreement, neither Client nor any third-party shall have access to, or use of, any CareATC personnel, electronic medical record system, reporting or CareATC's network except as may be expressly approved in writing by CareATC with the applicable fee for such requirements beyond such termination date.
- (d) Termination of this Onsite Agreement shall not affect Client's obligation to pay any proper Fees and costs (as set forth in Exhibit B) incurred prior to such termination event.
- (e) Notwithstanding the above, either party may terminate this Onsite Agreement immediately, upon written notice to the other Party, if (i) the other files a voluntary petition in bankruptcy, (ii) the other is adjudged bankrupt, (iii) a court assumes jurisdiction of the assets of the other under a federal reorganization act, (iv) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other, (v) the other becomes insolvent or suspends its business

5. Temporary Onsite Center Shutdown; Holidays. The term "Temporary Shutdown" shall include: (i) a furlough (of any nature) imposed by Client; (ii) maintenance of the Client's business location that prohibits reasonable access; (iii) an unforeseen conflict at the Onsite Center not caused by CareATC or its personnel prohibiting reasonable access; or (iv) any other closure of the Onsite Center or Client's business location for reasons outside CareATC's control. Client shall compensate the Onsite Center personnel, pursuant to Exhibit B, any amounts that would have been owed but for the closure of the Onsite Center for any Temporary Shutdown. The fixed monthly fees in Exhibit B shall be paid even if the Onsite Center is inaccessible due to temporary shutdowns and Client recognized holidays.

6. CareATC's Staff and Back-Fill.

(a) CareATC is solely responsible for the hiring, training, and performance management of all CareATC employees at the Onsite Center. Client may provide CareATC written feedback regarding a CareATC employee performance issue. Upon such feedback, CareATC shall conduct an investigation of the applicable facts and circumstances. Client will pay severance as provided in Section 6(b) if Client requests dismissal of a CareATC employee unless CareATC, in accordance with its HR policies and procedures, determines that the employee shall be terminated for cause, or the following circumstances are applicable and provide sufficient cause for immediate removal (i) failure of CareATC personnel to possess or maintain appropriate credentials, (ii) failure of CareATC personnel to qualify for required insurance coverage, (iii) unacceptable service performance and it is determined that in good faith the CareATC personnel are negligent or does not meet expected standards as determined by CareATC or the Client in the performance of the Services, or (iv) endangerment by CareATC personnel of the health, life or safety of any patient, co-worker or other persons. Client will not pay severance if (x) CareATC employee is terminated for cause, or (y) CareATC is reasonably able to reassign the CareATC in a comparable position elsewhere in CareATC and the CareATC employee accepts such reassignment.

(b) The severance payment required by Section 6(a) shall be calculated at a rate of one (1) time the Fees associated with each Affiliated Employee as provided in Exhibit B, and per each year of service at the Onsite Center, with a mandatory minimum of two (2) weeks' severance to be paid by Client. The severance payment shall be invoiced as a separate line item as a standard Service under this Onsite Agreement.

(c) If, at any time during the term of this Onsite Agreement, any CareATC Health Professional provided by CareATC at the Onsite Center has a scheduled or unscheduled absence (an "Absence") CareATC shall attempt to provide replacement personnel with equal or better credentials to the vacant position (the "**Back-Fill Personnel**") at the Onsite Center.

i. CareATC will make its best efforts to utilize personnel already assigned to that Onsite Center to provide such Back-Fill Personnel. However, with Client approval and when operationally feasible, CareATC may provide Back-Fill Personnel through a virtual visit with a CareATC provider.

ii. If CareATC cannot provide such Back-Fill Personnel as provided in Section 6(c)(i), then CareATC will request an agency or other available CareATC employee to provide such Back-Fill Personnel. With the Client's approval, CareATC shall use such agency or other CareATC employee to provide the Back-Fill Personnel which may be at a higher hourly rate than the absent Health Professional. The difference in the hourly rate and travel related expenses associated with such Back-Fill Personnel will be invoiced as a separate line item to the Client monthly as a standard Service under this Onsite Agreement.

iii. If Client does not approve providing such Back-Fill Personnel virtually as provided in Section 6(c)(i) or via an agency or other CareATC employee as provided in Section 6(c)(ii) and the Absence goes uncovered by Back-Fill Personnel, then Client shall receive a credit for the associated cost of the Absence.

7. Obligations of the Parties.

(a) Reporting. CareATC agrees to provide Client standard quarterly reporting and an annual report providing a review of program goals to date and a strategic plan for the upcoming year. Any custom reporting that is beyond the scope outlined in this Section 7 will be as a separate hourly rate as provided on Exhibit B. Any reports containing Onsite Center Eligible Participant information will be de-identified in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended (with the security provisions of the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") and the prohibitions on use and disclosure of genetic information under the Genetic Information Nondiscrimination Act ("**GINA**") and the regulations implementing HIPAA, HITECH, and GINA found at 45 CFR Parts 160 and 164, collectively, "**HIPAA**") before being provided.

- (b) Eligibility Report. Client or their designee shall provide CareATC the initial eligibility report at least thirty (30) days prior to the anticipated open for business date, if a new Onsite Center, and no later than the 20th of each month thereafter. Client shall provide ongoing updates, which shall include the participant eligibility report necessary to enable CareATC to provide Services and reporting. Client may delegate this task to a third-party vendor as permitted by applicable law. The participant eligibility report will contain the entire eligible population with the targeted population delineated within the file. Prior to execution of this Onsite Agreement, CareATC will provide eligibility file standards to Client upon request. After execution of this Onsite Agreement, Client will cooperate with CareATC to identify specific data required to fulfill this Onsite Agreement. CareATC shall communicate the file specifications to Client, including the automated process for ongoing file transmission. Client acknowledges that CareATC cannot provide Services and reporting without eligibility files from Client meeting the specifications as provided by CareATC. The eligibility file will contain Eligible Participants' contract information including first name, last name, date of birth, email, phone, and mailing address, where feasible, for the purposes of patient outreach and activation. The Onsite Center(s) will be available to Eligible Participants designated by Client via the eligibility report to have access to the Onsite Center(s). The Eligible Participants are not required to use the Onsite Center(s), or any Service provided by CareATC.
- (c) CareATC will not offer for sale or attempt to sell any service, other than Services provided under this Onsite Agreement, to any Client employee or Eligible Participant.
- (d) CareATC shall be exclusively responsible for the clinical operations of the Onsite Centers, including, but not limited to, ensuring that the Services are provided, selection of third-party vendors, and the Onsite Centers (including, all employee, agents, and representatives) operate, in compliance with all applicable laws. Client shall be able to provide input on how the non-clinical operations of the Onsite Centers or the provision of the Services are managed.
- (e) Client shall communicate the existence of the Onsite Center, the hours, and locations to all Eligible Participants. Client shall permit Eligible Participants to access the Onsite Center during the workday.
- (f) Client shall determine how the Onsite Center and the provision of Services are to be integrated with Client. Client is responsible for amending or drafting any plan terms or summaries, as necessary, to establish the Onsite Center as a component benefit under Client (or such other structure as may be determined by Client) for Eligible Participants. In doing so, Client is responsible for following all Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") (if ERISA is applicable) and other applicable laws.
- (g) Client shall communicate any changes to, and/or the creation of, any benefit plans to Eligible Participants that result from the execution of this Onsite Agreement. Client will also communicate to CareATC any changes to and/or the creation of any benefit plans impacting the Services.
- (h) Client acknowledges that CareATC has developed a set of standard Onsite Center operational policies in order to maintain AAAHC accreditation of the Onsite Center and Client agrees to support and adhere to those standard policies including maintaining weapon free and non-smoking Onsite Center.
- (i) Client will not discriminate with regards to Onsite Center Eligible Participant status on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation or prohibits discrimination.
- (j) Client does not engage in the practice of medicine with CareATC and will not have any direct or indirect control over CareATC, the Onsite Center, or any employed or contracted personnel of CareATC and/or Health Professionals.
- (k) Client will reasonably assist CareATC to obtain patient consent for engagement strategies and digital outreach. Client and CareATC will jointly develop marketing communication and engagement strategies.
- (l) Claims Data. Client shall provide upon request with reasonable notice, to CareATC, at a minimum, a summary of the medical and pharmacy claims data for the eligible and targeted participants enrolled in Client's health plan(s), for the previous twelve (12) months for the purpose of calculating the Onsite Center's return on investment (ROI). CareATC shall communicate the summary data required to use in the analysis. If the data is not provided to CareATC, the ROI will be calculated using industry assumptions and may not reflect the actual ROI experienced by Client, and any performance guarantees associated with a customized Client ROI will not be applicable to CareATC.

(m) Insurance. The Parties shall maintain the insurance coverages as provided in Exhibit D.

8. HIPAA, PHI, and Privacy.

- (a) CareATC is a Covered Entity, and the Health Professionals are part of CareATC's workforce for purposes of HIPAA. Both Parties agree to comply with all applicable federal and state laws governing the confidentiality, privacy, and security of health information, including but not limited to HIPAA.
- (b) In the event CareATC is the sole participant in a breach of PHI held by CareATC with respect to an Onsite Center Eligible Participant, CareATC shall notify Client as soon as practicable but no more than seventy-two (72) hours after confirmation and mitigate, to the extent practicable and at CareATC's expense, the effects of such breach. Further, CareATC shall fulfill all reporting and notification obligations required under state and federal law, in consultation and cooperation with Client, at CareATC's expense.
- (c) Notwithstanding this Section 8, the provisions of that certain Business Associate Agreement executed or to be executed between the Parties shall prevail with respect to any PHI that Client provides to CareATC in CareATC's capacity as Client's business associate.
- (d) CareATC, on behalf of itself and its affiliates (collectively, the "CareATC Entities") represents and warrants that the CareATC Entities will comply with all applicable laws that govern the privacy, security, confidentiality or processing of personal information, health information, dental or medical records, health care claim adjudication records, or other records generated in the course of providing or paying for health care Services, including but not limited to HIPAA (collectively, "Privacy Laws"). CareATC, on behalf of the CareATC Entities further represents and warrants that the CareATC Entities have taken or will take by the Effective Date all reasonable steps to protect the confidentiality, integrity, availability and security of its systems and data in all material respects and that it will implement and maintain a reasonable and appropriate privacy and data security program with plans, policies, procedures, and other security measures for privacy, physical and cybersecurity, backup, disaster recovery, business continuity and incident response, including reasonable and appropriate administrative, technical and physical safeguards and workforce training to protect PHI, personal information and the CareATC Entities' systems from any unauthorized access, destruction or other processing. CareATC, on behalf of the CareATC Entities, represents and warrants that it has or will have by the Effective Date, implemented and maintain written privacy and security policies and procedures, conducted a comprehensive security risk assessment and maintain all other documentation as required by the Privacy Laws.
- (e) Client will have access to records pertaining to work-related injuries reimbursable by Client, to the limited extent permitted by law.
- (f) Eligible Participants can be provided with or may visit CareATC's website to access CareATC's Notice of Privacy Practices at any time.

9. Medical Records.

- (a) During the Term of this Onsite Agreement CareATC shall serve as the custodian of medical records created while performing the Services under this Onsite Agreement. CareATC will maintain complete and accurate records of all Services performed, all employee and contractor records, all receipts and disbursements, and all other records, related to this Onsite Agreement pursuant to its retention policy or as may be required by law from the date of service or cost accrual. CareATC shall abide by all state, local, and federal requirements for such record retention during and after the Term of this Onsite Agreement. Client acknowledges that CareATC will provide copies of medical records to any third-party requestor and will be provided the appropriate executed release from the employee/patient, court order as applicable, or as provided by applicable law. The below shall control the retention and/or release and delivery of medical records or data upon termination of the Onsite Agreement and Client's written request.
- (b) Upon the termination of this Onsite Agreement for any reason, Parties shall negotiate and execute a custodial agreement with any new third-party medical provider ("**New Medical Provider**"), as may be applicable, to ensure all parties' are following applicable laws. CareATC shall provide Client with such custodial agreement for review. Client shall be solely responsible for any expense related to the transfer of medical records, any retention required by law (including OSHA), any photocopies that may be requested by any party, or any records/data requested to be provided in an electronic format and/or transferred to the Client or New Medical Provider(s). The records shall include all historical medical records related to the patient population utilizing the Onsite Center.

- i. The Client shall be invoiced for any production/conversion as a separate line item as a standard Service under this Onsite Agreement, which must be paid in full prior to the release of the final set of data requested by Client or New Medical Provider(s). If historical medical records were provided to CareATC by Client or any third-party, those same historical records shall be provided to Client or New Medical Provider(s) in the same manner and condition as provided to CareATC. Upon payment by Client, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.
 - ii. If CareATC is replacing an existing third-party medical provider (a "**Prior Medical Provider**") as part of a transition of service at the Onsite Center, CareATC shall become the medical record custodian as of the open for business date of the Onsite Center and all parties must execute a custodial agreement thirty (30) days prior to the Onsite Center anticipated open for business date to ensure all parties' compliance with applicable laws. Client shall provide CareATC written notice of the required format and delivery of all records created by CareATC sixty (60) days prior to the anticipated open for business date. Such delivery shall include any medical records, required data, software applications previously used, and required data conversions proposed. Any fees associated with such transfer of the above materials from the Prior Medical Provider to CareATC shall be at the Client's sole expense.
- (c) Access. Client is not entitled to access any patient medical records except to the extent allowed by law. CareATC is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, CareATC may only disclose protected health information as authorized by and to the extent allowed by law. This Section 9 shall survive the termination of the Onsite Agreement.

10. Audit. Upon Client providing thirty (30) days prior written notice to CareATC, Client may inspect the books, procedures, and records of CareATC (excluding financial data and Confidential Information) to monitor compliance with this Onsite Agreement. Any such audit shall be at Client's sole expense. Client shall pay all reasonable fees incurred by CareATC to complete such audit (including, but not limited to, reasonable copy charges, and any CareATC resource that may be tasked to provide requested materials for such audit). Any fees, if incurred, shall be invoiced as a separate line item on the next monthly billing statement as a standard Service provided under this Onsite Agreement.

11. Use of Name and Logos.

- (a) Except as expressly provided in this Onsite Agreement, CareATC will, at all times, exclusively retain all right, title and interest in and to the following materials (collectively, "**Licensed Materials**"): (i) any marketing collateral supplied by CareATC hereunder; and (ii) logos, trademarks, trade names and service marks of CareATC, Inc. To the extent CareATC does not own the Licensed Materials, it has a license to use them for the purposes of providing Services under this Onsite Agreement.
- (b) Except as expressly provided in this Onsite Agreement, Client will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "**Client Materials**"): (i) any marketing collateral supplied by Client hereunder; and (ii) logos, trademarks, trade names and service marks of Client. Neither CareATC nor any of its affiliates shall use Client Materials or otherwise identify the Client (or any Client affiliate) in any press release, advertising, marketing, or promotion without Client's prior written consent, which consent may be given or withheld in Client's sole discretion.
- (c) During the Term of this Onsite Agreement, CareATC hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable right and license (or sublicense, as applicable) to use, market, promote and display the Licensed Materials in connection with the Services performed by CareATC hereunder. Except for those rights expressly granted herein, Client shall not grant, nor claim any right, title or interest in the Licensed Materials not mutually developed by the Parties. Similarly, except as expressly set forth herein, Client shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by Client hereunder, and Client logos, trademarks, trade names and service marks.
- (d) Upon termination of this Onsite Agreement, each Party shall immediately cease using the name and logo of the other Party for any purpose. Neither Party shall adopt any trademark, service mark, insignia, or logo ("**Marks**") in combination with or similar to the other Party's Marks without prior written approval. Neither Party will challenge the validity or do anything to impair the value of the other Party's Marks. Any failure of a Party to comply with this Section 11 shall constitute a material breach of this Onsite Agreement.

12. Proprietary and Confidential Information.

- (a) "Proprietary Information" includes, among other information, all information relating to a party or that party's affiliates' (as applicable) business, employees, contractors, professionals, finances, contracts, strategies,

marketing, legal claims, billing and collection practices, insurance, patient lists, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding health centers, staffing models, and delivery systems that the party or the party's affiliates attempts or intends to keep confidential, but is disclosed to the other party in the course of performance of this Onsite Agreement.

- (b) Each Party acknowledges that, during the Term of this Onsite Agreement, it (the "**Receiving Party**") may receive or be exposed to Proprietary Information of the other Party (the "**Disclosing Party**"). Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the Term of this Onsite Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any such Proprietary Information of the other Party or any affiliate of the other Party. Each Party shall take such precautions with respect to the Proprietary Information of the other Party as it normally takes with respect to its own Proprietary Information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Onsite Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Onsite Agreement shall control.
- (c) Notwithstanding anything to the contrary contained in this Section 12, in the event the Receiving Party is required to disclose any Proprietary Information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this Section 12.
- (d) Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's Proprietary Information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written Proprietary Information.
- (e) Client agrees that CareATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable materials, trade secrets, or other ideas) conceived, developed or prepared by CareATC, alone or with others, within the scope CareATC's services provided hereunder. Except as set forth below, Client will not receive any licensing or royalty rights or rights to use copy or adapt any such intellectual property. CareATC may register and hold in its own name all such intellectual property rights. No document or information, authored by CareATC or its affiliates will ever be deemed a "Work for Hire" for Client. To the extent CareATC prepares any document or information for delivery to Client in CareATC's capacity as a business associate of Client (a "**Business Associate Deliverable**"), CareATC grants to Client a worldwide, irrevocable, perpetual, royalty-free license to use and copy such Business Associate Deliverable. To the extent that any Business Associate Deliverable contains PHI or other information owned by Client, CareATC makes no claim of ownership to such information.

13. Warranties.

- (a) This Onsite Agreement is solely for the provision of Services and its existence does not establish any wellness program, corporate policy, program, or policy offered or required by Client. Services are strictly limited to those provided on Exhibit A and this Onsite Agreement does not create any obligations of CareATC or Health Professionals to administer any additional services not contemplated by this Onsite Agreement unless such additional service is mutually agreed upon between the Parties and shall not commence until such additional services are resolved to an amendment and executed by both Parties.
- (b) CareATC is not the "named fiduciary" or "Administrator", as such terms are defined in ERISA (or as used in similar laws governing plans) of the Onsite Center. In addition, CareATC is not responsible for Client's compliance of any such plan with laws (including ERISA, HIPAA, COBRA, PPACA, Federal or other taxes, and similar requirements) that govern plan operation and administration except as may be specifically provided in this Onsite Agreement.
- (c) CareATC is not responsible for determining whether an individual is an Eligible Participant. CareATC shall rely on the eligibility information provided by Client or its designee pursuant to Section 8 (HIPAA, PHI, and Privacy) above in allowing access to the Onsite Center and shall confirm the status of Eligible Participants by reviewing their insurance cards or other evidence of coverage. CareATC will not accept any appeals or claims

for eligibility determinations. CareATC will not be liable for any errors or omissions in eligibility information provided to it by Client.

- (d) CareATC is not a law or consulting firm and does not purport to give Client any sort of legal, tax, ERISA or fiduciary advice or guidance with respect to: Client's responsibilities under this Onsite Agreement; amending any health, medical, or benefits plan offered by Client; formation of a wellness program or separate medical plan; obligations of Client under local, state and federal law.
- (e) CareATC, on behalf of the CareATC Entities, represents and warrants to Client and its affiliates that CareATC's performance of this Onsite Agreement and its products, software and service deliverables will not infringe upon or violate the intellectual property rights of any other rights of any third party or violate any federal, state, and municipal laws.

14. Indemnification.

- (a) Each Party (the "**Indemnifying Party**") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party (the "**Indemnitee**"), its staff, directors, trustees, officers, agents, affiliates, contractors, employees, successors and assigns, harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (i) the breach of any term or condition of this Onsite Agreement; (ii) allegations of negligent and/or willful acts or omissions of the Indemnifying Party or any of its affiliates (including, but not limited, to any medical malpractice claims against CareATC and/or any Health Professional); (iii) the violation of any law or any representations or warranties herein by the Indemnifying Party or any of its affiliates; and/or (iv) a Party's use of, access to, or involvement with the other Party's services, systems, computer hardware or software, whether in combination with other products or services (including without limitation any and all claims that a Party's use or access or involvement infringes or impermissibly incorporates any of the intellectual property rights of a third party).
- (b) Additionally, CareATC, on behalf of itself and the CareATC Entities, shall indemnify, defend and hold harmless Client, their staff, directors, trustees, officers, agents, affiliates, contractors, employees, successors and assigns from and against (i) any unauthorized use, disclosure or breach of PHI by CareATC, the CareATC Entities or subcontractors; (ii) failure to notify any and all parties required to receive notification of any breach of unsecured PHI; and (iii) any negligence or wrongful acts or omissions by a CareATC Entity or its agents or subcontractors, including without limitation, failure to perform its business associate's obligations under the Business Associate Agreement or HIPAA. Notwithstanding the foregoing, nothing in this Section 14 shall limit any rights of Client to additional remedies under the Business Associate Agreement or under applicable law for acts or omissions of a CareATC Entity or its agents or subcontractors.
- (c) In the event CareATC or a CareATC Entity fails to fully perform its breach notification obligations as a result of a breach or suspected breach of PHI, CareATC shall reimburse Client for any and all fees and costs Client incurs to: (i) investigate any suspected or actual breach; and (ii) fulfill notification and reporting obligations under HIPAA (collectively, "**Breach Costs**"). The Breach Costs shall include but not be limited to any fees and costs related to legal services, forensic investigations, consulting services, credit monitoring services, and call center services.
- (d) The Indemnitee shall provide Indemnifying Party with prompt written notice of any claims for which it seeks indemnification. No delay in notice shall excuse the Indemnifying Party's obligations, except to the extent that the Indemnifying Party has been materially prejudiced by such delay. The Indemnifying Party shall defend the Indemnitee at Indemnifying Party's sole expense with legal counsel reasonably acceptable to the Indemnitee. If the Indemnifying Party fails to provide a timely defense, then the Indemnitee may defend with counsel of its own choosing at the expense of the Indemnifying Party. Neither the Indemnifying Party nor the Indemnitee shall enter into any settlement without the prior written consent of the other, which shall not be unreasonably withheld or delayed.
- (e) The provisions of this Section 14 shall survive the termination of this Onsite Agreement.

- 15. Notices.** All notices, consents, demands, and waivers described in this Onsite Agreement must be in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this Section 15.) Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid, deemed accepted upon confirmation of email (deemed accepted with confirmation of transmission), or certified or registered mail (in each case, deemed accepted upon delivery of return receipt requested, or postage prepaid).

If to CareATC:
4500 S. 129th E Ave
Suite 191
Tulsa, Oklahoma 74134
Attn: Chief Financial Officer

If to Client:

Attn:

16. Independent Contractors.

- (a) It is expressly understood and agreed that CareATC and Client shall at all times during the Term of this Onsite Agreement act as independent contractors on a non-exclusive basis, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of, nor joint venture partner with, the other Party; except as otherwise specifically contemplated herein, neither Party shall function as a principal or agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.
- (b) Further, nothing contained herein shall be construed to create a partnership, association or other affiliation between CareATC and Client. In no event shall either Party be liable for the debts or obligations of the other except as specifically provided for in this Onsite Agreement.
- (c) Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. A Party will have the exclusive authority to hire, fire, compensate, assign duties to, and direct its employees. Each Party will be solely responsible to pay any applicable compensation or severance to its employees. Each Party will have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally required or authorized withholdings or payments, to or with respect to its employees. Each Party will be solely responsible for the actions or inactions of its employees.

17. Non-Solicitation and Non-Recruitment. The parties acknowledge and agree that the relationship between CareATC and its affiliate employees who work with Client in the performance of Services hereunder (each an "**Affiliated Employee**") constitute a valuable asset of CareATC. During the Term of this Onsite Agreement and for a period of one (1) year thereafter, Client shall not directly or indirectly recruit, solicit, or hire, as an employee or as an independent contractor (including as an employee of a new provider of similar services as those set forth herein), any Affiliated Employee of CareATC involved in providing Services to Client, without the prior written consent of CareATC. For the duration of this Onsite Agreement and for one year thereafter, if Client either directly or through others hires any current or former CareATC Affiliated Employee (employed or contracted by supplier during the year preceding the date of hire by Client or such other party) to perform the same or a similar function, whether as an employee or independent contractor, Client shall pay an amount equal to the annual fee for such employee's Services as set forth in this Onsite Agreement. The Parties agree this is not punitive in nature and is a reasonable sum representing recruitment and training fees of CareATC. Notwithstanding the foregoing, the Parties acknowledge and agree that this Onsite Agreement will not prohibit (a) solicitations through advertising or other publications of general circulation and employment resulting thereof, or (b) the hiring of any Affiliated Employee who contacts Client or some third party without Client or such other party having solicited such Affiliated Employee. This Section 17 shall survive the termination of this Onsite Agreement.

18. Federal Contractor. Client and/or its affiliates is an equal opportunity employer and federal contractor or subcontractor. Consequently, the Parties agree that, to the extent applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

19. Leased Space.

- (a) If at any time CareATC is required to execute a lease of real property for the purpose of performing the Services under this Onsite Agreement (the "Lease"), Client shall reimburse CareATC for any and all expenses of the Lease, including but not limited to: rent, maintenance, taxes, and operating expenses. Client agrees that these financial obligations shall cover the entire term of the Lease, even if such Lease term exceeds the length of this Onsite Agreement.
- (b) The Parties shall take all reasonable steps to ensure that the Lease allows CareATC to assign its rights and obligations under the Lease to Client.
- (c) In the event of termination or expiration of this Onsite Agreement for any reason, either (i) Parties will negotiate in good faith and use best efforts to assign the Lease to the Client, or (ii) if the Lease cannot be assigned to Client before this Onsite Agreement terminates, Client shall pay CareATC all the remaining amounts owed under the Lease upon termination of this Onsite Agreement.

20. Miscellaneous.

- (a) Amendment. This Onsite Agreement may only be amended by CareATC and Client by a writing duly executed by an appropriate officer of CareATC and Client. This requirement is not intended to preclude the Parties from making decisions regarding day-to-day operations.
- (b) Assignment. Neither Party shall have the right to assign or transfer the Services under this Onsite Agreement or its rights or obligations, voluntarily or by operation of law, without first obtaining the written consent of the other Party, which may not be unreasonably withheld, and any attempted assignment or transfer of the Services, in the absence of such consent of the other Party, shall be void and of no effect. Additionally, neither party may assign this Onsite Agreement to a successor of all or substantially all of the assets or business of such party to which this Onsite Agreement relates, whether by merger, sale of stock, sale of assets, or other similar transaction without consent of the other Party, which may not be unreasonably withheld.
- (c) Captions. All section captions are for reference only and will not be considered in interpreting this Onsite Agreement.
- (d) Claims. Each Party will notify the other Party promptly of receipt of any administrative, regulatory, legal or other claim or inquiry arising with respect to such Party that may impact, or otherwise relate to, this Onsite Agreement.
- (e) Corporate Authority. Each party represents and warrants that it has the requisite corporate power and authority to enter into this Onsite Agreement, to engage the other in the performance set forth herein, and to perform its obligations hereunder. The execution, delivery, and performance by each party of this Onsite Agreement have been duly authorized by all requisite corporate action on the part of each party respectively.
- (f) Counterparts. This Onsite Agreement may be executed in counterparts and delivered to each of the parties by facsimile, photocopy, or electronic signatures, all deemed an original instrument, but all such counterparts taken together constitute one and the same agreement.
- (g) Dispute Resolution & Mediation.
 - i. Dispute. If a disagreement, claim, cause of action, breach, question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Onsite Agreement ("**Dispute**"), such Dispute shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such Dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation the Dispute shall be submitted to a professional mediator in an attempt to resolve the Dispute and, if not resolved in mediation, the Party seeking relief may pursue any remedy available at law or in equity, subject to the terms of this Onsite Agreement. Notwithstanding this Section 20(g)(i), either Party may terminate this Onsite Agreement according to its terms and/or seek injunctive relief. The procedure for mediation is set forth below.
 - ii. Mediation. A Party seeking resolution of a Dispute shall provide the other Party with written notice describing the Dispute and requesting mediation. Within thirty (30) calendar days after the delivery date of such notice, the respective Parties shall jointly select a duly qualified mediator to assist the Parties in resolving the Dispute on a mutually acceptable basis. Within a reasonable period of time thereafter, not to exceed forty-five (45) calendar days after selection of such mediator, the Parties shall meet with the

mediator in an effort to resolve the Dispute. Mediation of the Dispute shall take place in Tulsa, Oklahoma or at a place mutually agreed to by the Parties. Any resolution reached by the Parties at mediation shall be reduced to writing and shall be executed by the Parties. Each Party shall pay one-half of the fee associated with such mediation.

- (h) Entire Onsite Agreement. This document, and all Exhibits, including the Business Associate Agreement (Exhibit E), is intended by the Parties as the final and binding expression of their agreement applicable to this subject matter and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Onsite Agreement other than those specifically set forth herein.
- (i) Force Majeure. The Parties will not have any obligations to provide, or liability for failure to provide, any good or service under this Onsite Agreement for any cause beyond the Parties' reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of the other Party or governmental entity, act of terrorism, war, vandalism or other public disruption, destruction of records, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond the Parties' reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Onsite Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable. This provision shall not relieve either Party of any obligation hereunder in the event of a pandemic or other public health emergency, unless a Party is prohibited, by a binding governmental order, from performing an obligation hereunder (e.g., for example, if health care is deemed to be an essential service in connection with a pandemic, both parties shall be required to perform hereunder).
- (j) Further Actions. Each of the Parties agrees to execute and deliver such further instruments, and to do such further acts and things, as may be reasonably required or useful to carry out the intent and purpose of this Onsite Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Onsite Agreement.
- (k) Governing Law. This Onsite Agreement and the rights of the Parties hereunder shall be construed and governed by the laws of the State of Oklahoma, to the extent not preempted by federal law, without consideration of or giving effect to any choice of law provision or rule thereof. Any dispute regarding the Onsite Agreement shall be filed in the City of Tulsa, Tulsa County, State of Oklahoma.
- (l) Headings. The division of this Onsite Agreement into separate articles, sections, subsections and exhibits, and the insertion of headings or captions, are for convenience of reference only and will not affect the construction or interpretation of this Onsite Agreement.
- (m) Limitation of Liability. Notwithstanding any provision herein to the contrary, neither Party shall be responsible hereunder for any special, indirect, consequential, punitive, exemplary, or incidental damages (and, for the avoidance of doubt, Losses, as defined herein, shall not include any such damages). In addition, notwithstanding any provision herein to the contrary, CareATC, its managers, directors, officers, employees, and agents, collectively, shall not be liable to Client or any of Client's respective directors, officers, managers, employees or agents for Losses, which, in the aggregate, are greater than the amount equal to the aggregate twelve (12) months of Fees paid to CareATC during the Initial Term or the current Renewal Term.
- (n) Local, State, and Federal Laws. Neither Party shall take any action in furtherance of this Onsite Agreement, which is illegal under any federal, state, county, or local rules, including without limitation, all statutes, laws, ordinances, regulations, or codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws.
- (o) No Third-Party Beneficiaries. No Eligible Participant, and no other person or entity, is an intended third-party beneficiary of this Onsite Agreement.
- (p) Onsite Agreement Structure. This Onsite Agreement is the result of an arm's length negotiation between the parties and each of the parties has agreed to the use of the language in this Onsite Agreement. The parties further acknowledge that any questions of doubtful or unclear interpretations are not to be resolved by any rule or interpretation against the drafters, and that each party has participated in drafting this Onsite Agreement. Accordingly, this Onsite Agreement is to be construed without regard to the Parties responsible for its drafting or preparation.

(q) Severability. If any provision of this Onsite Agreement should be invalid or unenforceable, the remainder of the Onsite Agreement will continue in full force and effect as if the invalid or unenforceable portion had never been written, and the remainder of this Onsite Agreement will continue to be effective, valid, and enforceable.

21. Order of Precedence. In the event of conflicts or discrepancies among this Onsite Agreement and other documents used in capturing services and fees, interpretations will be based on the following priorities: this Onsite Agreement for Onsite Center Services; the Exhibits attached to this Onsite Agreement; any PO or Change Order.

IN WITNESS WHEREOF, the parties have agreed to this Onsite Agreement as of the Effective Date in the preamble.

CareATC, Inc.:

City of Augusta Georgia:

Signature:

Signature:

Name: Jeff Mazzoni

Name:

Title: Chief Financial Officer

Title:

Date:

Date:

Exhibit A
Scope of Work

I. ONSITE CENTER SERVICES

1. Onsite Center Locations.

Onsite Center	Address	City, State, Zip

2. Onsite Center Services

- a. Primary Care Services: Primary care to include, but not limited to:
 - i. Evaluation, testing, and treatment for minor illnesses
 - ii. Treatment for minor injuries not work-related
 - iii. Annual physical and/or regular check-up
 - iv. Chronic illness evaluation, treatment and management
 - v. Minor medical procedures within the Health Professionals' scope of licensure and abilities (which may vary depending on staffing at the Onsite Center) and can be performed at the Onsite Centers with available equipment
- b. Pediatric Services: Eligible Participants 2 years & older (with limits regarding immunizations) for: (i) Routine Primary Care and (ii) School Physicals
- c. Virtual Access to Onsite Center Primary Care Providers: Eligible Participants will have access to providers at the Onsite Health Centers listed above for Primary Care Services during such Onsite Health Centers normal hours of operation over the telephone, Internet. Such Primary Care Services performed virtually may be limited due to (a) state law, and (b) the nature of the virtual setting.
- d. Pharmaceuticals: Provisions of CareATC standard pharmaceuticals to treat common illnesses as ordered by CareATC Health Professionals, including but not limited to:
 - i. Infections
 - ii. Hypertension
 - iii. Hyperlipidemia
 - iv. Diabetes
 - v. Infectious Disease (including antibiotics)
 - vi. Gastro esophageal/reflux disease
 - vii. Asthma
 - viii. Chronic lung disease
 - ix. Allergies (oral for non-life threatening)
- e. Lab Work: Necessary standard laboratory work as ordered by CareATC Health Professionals to provide the Services.

II. VIRTUAL / TELEMED SERVICES

- 1. **Virtual Urgent Care.** Eligible Participants will have access to a national network of providers for virtual urgent care services through CareATC trusted partners. Virtual Urgent Care Services shall be available 24 hours per day, 7 days per week over the telephone, or Internet. Such Virtual Urgent Care Services may be limited due to (a) state law, and (b) the nature of the virtual setting.

III. CAREATC RECOGNIZED HOLIDAYS

New Year's Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Memorial Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Independence Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Labor Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed

Thanksgiving Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Day after Thanksgiving	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Christmas Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed

IV. ELIGIBLE PARTICIPANTS

Employees	<input type="checkbox"/> All	<input checked="" type="checkbox"/> Only those on Client benefit plan	Notes:
Spouses	<input type="checkbox"/> All	<input checked="" type="checkbox"/> Only those on Client benefit plan	Notes:
Dependents (12 and older)	<input type="checkbox"/> All	<input checked="" type="checkbox"/> Only those on Client benefit plan	Notes:
Dependents (2-12 years old)	<input type="checkbox"/> All	<input checked="" type="checkbox"/> Only those on Client benefit plan	Notes:

V. FEES TO PATIENTS FOR SERVICES AT ONSITE CENTER

1. **Fee Collection.** If applicable, CareATC shall collect fees directly from Eligible Participants pursuant to a fee schedule for the Services provided to CareATC by Client, including participants covered under one of Client's high deductible health plans for Services other than those classified as "preventive" care. All such collected fees shall be offset against amounts invoiced to Client by CareATC pursuant to the fee schedule in Exhibit B to this Onsite Agreement. Such offset to occur in the invoice in the month immediately following the collection of such fees; less a collection and administration fee equal to ten percent (10%), which includes amounts charged to CareATC by its payment processor in connection with such collections for such month.

VI. ELECTRONIC MEDICAL RECORDS

- CareATC Electronic Medical Records
 None (Paper Records)
 Client Electronic Medical Records

VII. PERSONAL HEALTH ASSESSMENT SERVICES

1. **Personal Health Assessment Service Location(s).**

Onsite Center	Address	City, State, Zip

2. **Personal Health Assessments ("PHA").** CareATC will provide Eligible Participants who participate in the Personal Health Assessment ("PHA") program with an individual PHA report and access to electronic individual reports via the CareATC mobile app and secure Internet Client Portal. These individual PHA reports will not be available to Client unless the Eligible Participant completes and signs a HIPAA authorization authorizing CareATC to release the report(s) to Client. However, aggregated de-identified data that is HIPAA-compliant shall be provided to Client upon request.
 - a. Once per year for each Eligible Participant over the age of eighteen (18). Includes:
 - i. Blood draws and data collection by qualified and licensed Healthcare Professional
 - ii. Standard laboratory work
 - iii. Individual reports for each participant accessible via the CareATC mobile app and secure Internet Client Portal
 - iv. De-identified aggregate reports to Client.
3. **PHA Follow Up.** Follow-up for specified categories based upon risk factors indicated by lab values.

Exhibit B
Onsite Fees & Costs

I. ONSITE CENTER FEES

On-Site One-Time Implementation Costs	Year 1
FIXED IMPLEMENTATION FEES	
Project Management, Training, & Implementation	\$36,700
Technology: IT Hardware, EMR Licensing, Set-Up, Health Information Exchange, and Transfers	\$42,500
Subtotal Fixed Implementation Fees	\$79,200
ESTIMATED VARIABLE IMPLEMENTATION COSTS	
Implementation Travel Costs	As Incurred
Training Period Salaries	As Incurred
Recruiting Costs	As Incurred
FF&E and Supplies	As Incurred

Ongoing Operating Costs	Year 1	Year 2	Year 3
ONGOING LABOR FEES			
Primary Care Physician - 40 hours/week, aka, 1 FTE	\$290,992	\$305,542	\$320,819
Nurse Practitioner - 20 hours/week, aka, 0.5 FTE, increasing to 40 hours/week, aka, 1 FTE in Year 2	\$76,960	\$161,616	\$169,697
Collaborating Physician MD	\$6,000	\$12,600	\$13,230
Medical Assistant - 80 hours/week, aka, 2 FTE, increasing to 120 hours/week , aka, 3 FTE in Year 2	\$95,680	\$150,696	\$158,231
Medical Assistant Lead - 40 hours/week, aka, 1 FTE	\$59,280	\$62,244	\$65,356
Staff Benefits	\$169,252	\$219,647	\$230,630
Backfill Coverage	\$63,469	\$82,368	\$86,486
Professional Liability	\$5,000	\$7,000	\$7,350
Continued Education Health Professional	\$9,000	\$12,600	\$13,230
Licenses & Dues	\$4,000	\$5,600	\$5,880
Subtotal Ongoing Labor Fees	\$779,633	\$1,019,913	\$1,070,909
ONGOING OPERATING FEES			
Technology Fee: Electronic Medical Record, Enterprise Data Warehouse, Analytics and Reporting	\$82,596	\$86,726	\$91,062
General And Administrative	\$187,112	\$243,267	\$255,431
Management Fee	\$101,352	\$131,770	\$138,358
Subtotal Ongoing Operating Fees	\$371,060	\$461,763	\$484,851
Subtotal Fixed Ongoing Operating Costs	\$1,150,693	\$1,481,676	\$1,555,760
ESTIMATED VARIABLE COSTS			
Biohazard Waste Removal	As Incurred	As Incurred	As Incurred
Flu Prevention	As Incurred	As Incurred	As Incurred
Marketing Materials	As Incurred	As Incurred	As Incurred
Laboratory Services	As Incurred	As Incurred	As Incurred
On-site dispensed medications	As Incurred	As Incurred	As Incurred
Mail order medications	As Incurred	As Incurred	As Incurred
Injections and OTC medications	As Incurred	As Incurred	As Incurred
Other: Medical, office supplies, postage, travel, etc.	As Incurred	As Incurred	As Incurred
Subtotal Ongoing Variables Costs	As Incurred	As Incurred	As Incurred

1. **Current Estimates.** The table above is based on current estimates of scope and volume. Any scope or volume changes shall require updated Fees by executed amendment to this Agreement.
2. **One-Time Implementation Costs:**
 - a. If applicable, any actual one-time Fees for furniture, supplies and equipment will be dependent upon the facility size, configuration, and scope of work. All items purchased will be passed through as incurred.

- b. If applicable, any construction and/or build-out costs incurred by CareATC shall be billed to the Client
 - c. If a staffing agency is enlisted, or a sign-on bonus is needed to be offered in order to staff the Onsite Center, then such fees would be mutually agreed upon and passed through at cost.
 - d. If total aggregate construction, design, and buildout costs exceed \$50,000, Client agrees to pay CareATC a construction management fee equal to 3% of these costs.
 - e. Technology implementation fees include:
 - i. IT Hardware
 - ii. Physical implementation and installation of the technology/EMR solution designed for Client
 - iii. One time license fee billed per provider for the EMR system
 - iv. Four (4) inbound data feed set ups and one (1) outbound data feed set ups
 - f. Labor fees for training period to be billed by the hour as incurred beginning upon date of hire for each employee
 - g. Any non-standard or customized marketing material design work are subject to the CareATC policy in place at time of request. Such policy can be provided upon request. The cost to procure any physical marketing materials or promotional items to be passed through as incurred.
 - h. All travel costs related to implementation, including but not limited to travel expenses for training team, management team, facilities team, technology team, to be passed through as incurred.
 - i. Implementation fees to be billed upon execution of this Agreement.
3. **Monthly Fee.** CareATC will bill ongoing fixed monthly fees to the Client as a flat monthly fee at 1/12 of the Fixed Ongoing Operating Costs. The fixed monthly fees include:
- a. All labor fees include:
 - i. Salaries wages and benefits (subject to change based on actual hire rates of each staff member)
 - ii. CME, licensing, training, and recruiting
 - iii. Backfill coverage as described in Section 6(c) above
 - b. Technology Fees including:
 - i. Software fees (subject to change based on changes to staffing model)
 - ii. Hardware Fee (all hardware purchases, maintenance of hardware and replacement of hardware items necessary to provide the EMR solution, but excluding consumables)
 - iii. Patient Portal and Mobile App
 - iv. Patient survey
 - v. Standard periodic stewardship reporting
 - vi. 24/7 virtual care coverage for certain services for Client's Eligible Participants
 - vii. Inbound Data Feeds including
 - A. One (1) monthly inbound data transfer for each of the four feeds
 - viii. Outbound Data Feeds including
 - A. One (1) monthly outbound data transfer
 - c. Management Fees
 - d. G&A Fees
4. **Variable costs.**
- a. Client may opt in to influenza vaccination services on an annual basis via a pre-order process. Pricing for such vaccinations are subject to change annually based on serum type and availability. The parties shall mutually agree to any mass influenza vaccination event(s) and the associated staffing fees, associated costs and required minimums
 - b. Travel and mileage expenses incurred in the performance of required Services (including but not limited to clinical and physician travel, onsite staff travel for training, monthly meetings, quarterly stewardship meetings, audits, colleague performance management, and other travel requested by client) will be billed back at actual cost without additional markup or management fee.
 - c. Any monthly occupancy costs incurred by CareATC including but not limited to rent, janitorial, HVAC, security, pest control, utilities, water shall be passed through as incurred without markup.

- d. Any non-standard or customized marketing material design work are subject to the CareATC policy in place at time of request. Such policy can be provided upon request. The cost to procure any physical marketing materials or promotional items to be passed through as incurred.
- e. Onsite Center Relocation/Remodel: In the event that the Onsite Center is relocated or remodeled, CareATC will invoice Client for CareATC's expenses in the performance of services to facilitate such relocation or remodel. Those expenses shall include but are not limited to consulting services, travel costs, moving equipment & supplies, storage or other temporary facilities, furniture or equipment. Client shall have title to all such furniture, equipment, or other items invoiced.
- f. All consumable items necessary for day-to-day Onsite Center operation, whether requested by Client or deemed medically or operationally necessary by staff, will be passed through to Client as incurred without markup.
 - i. Passed through items include, but are not limited to medical supplies, office supplies, laboratory fees and supplies, marketing materials, shipping of specimens, break room supplies, printing, postage, parking fees, uniforms, laundry, medications (mail order, onsite, injections, over-the-counter), immunizations (other than COVID19 and influenza), equipment calibration and maintenance, airgas supplies, internet network connectivity and telephones, biohazard disposal, cell phones (where on-call services are authorized by the scope of work), third party services as necessary (such as MROs, translation services, radiology), etc.
- g. If any licensure or certifications are requested by Client that would go beyond what has been originally agreed upon as the scope of service, then additional fees may apply (such as licensing staff in additional states for virtual or on-site coverage, scope expansions, etc.)
- h. Data Feeds
 - i. Additional Inbound Data Feeds: If (a) Client requests additional feeds inbound to CareATC above the number included in the Monthly Fees above or (b) CareATC needs to re-establish a feed due to Client changing providers then a one-time \$2,000 fee will apply per request.
 - ii. Inbound Data Transfer: If Client (a) requires an Additional Inbound Data Feed or (b) requires any feed received more frequently than monthly than a \$200 fee will apply per data transfer.
 - iii. Additional Outbound Data Feeds: If (a) Client requests additional feeds outbound from CareATC above the number included in the Monthly Fees above or (b) CareATC needs to re-establish a feed due to Client changing recipient, content or format then a one-time \$5,000 fee will apply per request.
 - iv. Outbound Data Transfer: If Client (a) requires an Additional Outbound Data Feed or (b) requires any feed sent more frequently than monthly than a \$200 fee will apply per data transfer.
 - v. Ad Hoc Requests: Ad hoc data requests will be billed at a rate of \$250 per hour.

II. PERSONAL HEALTH ASSESSMENT ONSITE FEE

Personal Health Assessment Fees	
PHA Services	Fee
PHA Performed in Onsite Center (Standard CareATC Panel)	\$50.00
LabCorp Utilized by Client Eligible Participant to have PHA performed	\$25.00
Physician Attestation – the cost associated with external lab work provided by Eligible Participants	\$10.00
Additional Tests (if applicable)	Pass Through

III. MASS SCREENING/VACCINATION EVENTS FEES

1. The Parties shall mutually agree to any optional mass PHA, Influenza, COVID-19 or other screening/vaccination event(s) ("Mass Events"). Such Mass Events will be quoted on a case-by-case basis and shall include schedule, services, associated fees, associated costs and required minimums. Such Mass Event shall only be performed after the Parties have duly executed a Statement of Work under the terms of this Agreement.
2. **Variable Fees for optional Mass Events:** Such fees will include:

- a. Travel and Mileage. If required or requested, Client will pay CareATC travel and mileage expenses incurred in the performance of Services on a pass-through basis. Travel and mileage expenses shall include but are not limited to: (i) gas, (ii) car rental, (iii) parking, (iv) meals, (v) tolls, (vi) airfare, (vii) baggage fees, (viii) hotel and (viii) mileage. CareATC will invoice Client for CareATC's actual cost without additional markup. Travel and mileage shall include but are not limited to clinician, physician and staff travel.
- b. Additional Labor Fees. Client will pay CareATC additional labor expenses as incurred in the performance of Services whether requested by Client or deemed medically or operationally necessary for patient care. Those expenses will be invoiced on a pass-through basis without additional markup and shall include but are not limited to:
 - i. Additional hours incurred over and above contract hours (as applicable)
 - ii. Overtime (at 1.5 x applicable rate)
 - iii. Holiday pay (at 2.0 x applicable rate)
 - iv. Bonuses
 - v. Supplemental pay
- c. Consumable Items Paid on a Pass-Through Basis. Client will pay CareATC variable cost items used during mass screening/vaccination events on a pass-through basis. CareATC will invoice Client for CareATC's actual cost to purchase items utilized to perform the Services to the specific Eligible Participants. Passthroughs shall include but are not limited to:
 - i. Equipment & equipment calibration/ maintenance
 - ii. Waste disposal (including biohazard)
 - iii. Licensure and permits
 - iv. Immunizations
 - v. Medical / Office supplies & postage

IV. Engagement Changes

If the Service engagement changes, then the staffing model, hours per week and fixed monthly fee shall be updated based on the engagement change and mutual agreement of the Parties and resolved to executed amendment.

Exhibit C

Standards for Onsite Facilities

1. The Onsite Center operated by CareATC will meet the Accreditation Association for Ambulatory Health Care (AAAHC) standards. These standards include at a minimum the following specifications as provided below:
 - A. Americans with Disabilities Act (ADA) compliant with valid Certificate of Occupancy (or equivalent) from Authority Having Jurisdiction.
 - B. Non-smoking.
 - C. Weapon free except in the case the patient is required to carry a weapon as part of their job.
 - D. Occupational Safety and Health Administration (OSHA) and Medical Facilities Standards: Comply with federal regulations and state standards.
 - E. Facility is constructed to ensure patient privacy during examinations, interviews, treatments, and consultations. Examples include, but are not limited to, noise control, blinds or privacy film on windows, etc.
 - F. Floor coverings: non-porous flooring that can be disinfected and cleaned daily for all exam, lab, and working portions of the Onsite Center. Vinyl Composition Tile (VCT) tiling is recommended.
 - G. Ventilation: The ventilation system will be separate from any smoking or industrial ventilation.
 - H. All counterspace have a non-porous surface that can be cleaned routinely.

2. In addition, CareATC has a set of preferred standards for Onsite Centers as provided below:
 - A. Walls: Full height, with semi-gloss paint or similar covering that may be readily wiped down without removing color.
 - B. Access: Such that the Onsite Center may be locked securely and separately from the main facility.
 - C. The following preferred size and design criteria:
 1. Overall Size: Approximately 2,000 square feet for Primary Care services; additional services may require larger space.
 2. Examination/Treatment Rooms: two (2) exam rooms per provider approximately one-hundred-twenty (120) square feet. Each room will have two (2) electrical outlets, nearby hot and cold running water, Internet and phone cabling, and a secure locked storage cabinet reasonably approved by CareATC.
 3. Health Professional Office: one (1), minimum one-hundred (100) square feet.
 4. Reception: one-hundred forty (140) square feet.
 5. Storage: forty (40) square feet of general storage and supply storage, with shelves.
 6. Rest Rooms: two (2) unisex, internal in the Onsite Center space. One for staff & one testing bathroom (if necessary), adjacent the laboratory including a water shutoff valving for drug testing.
 7. Marked and Reserved Parking for Health Professionals and Patients.
 8. Laboratory: Will have two (2) electrical outlets, hot and cold running water, and secure locked cabinetry, reasonably approved by CareATC. Lab to be equipped with an eyewash station and anti-scalding valve.
 9. Dispensary: approximately one-hundred (100) square feet, keyed separately, storage bins/racks/shelves, wipeable counterspace, with undercounter medical grade refrigerator, solid ceiling, alarmed (camera may be required), retractable/roll-up serving counter (if applicable).

3. Client also agrees to the below:
 - A. Client will provide all necessary janitorial services, pest control, security, and all utilities (electricity, heat, water, plumbing, air conditioning).
 - B. Client must maintain the Onsite Center in good repair and working order and in compliance with CareATC's service standards (including, but not limited to, its interior, exterior, structure, and roof) and maintained in a safe and workman like condition. By way of example only, Client shall keep the Onsite Center free of debris, ice, snow.
 - C. If Client has an existing Onsite Center facility, then Client shall provide CareATC full access to such facility at least sixty (60) days prior to the Anticipated Open for Business Date to inspect the premises and determine if the facility meets CareATC's specifications to perform the Services and security requirements. Client shall be solely responsible for any required updates, upgrades, replacement systems, or medical equipment as may be necessary to perform the Services.
 - D. In the event any hazardous substance is discovered at any time in, under, or about the Onsite Center in violation of applicable law during the Term then, provided such hazardous substance was not introduced into the Onsite Center by CareATC, Client will, at Client's expense, remove and dispose of such hazardous substance in accordance with applicable law and shall indemnify and hold harmless CareATC from and against any action under any federal, state, or local environmental law for the same.
 - E. Failure of Client to meet Section 1 of this Exhibit C shall be considered a breach of the Onsite Agreement.

Exhibit D

Insurance

1. CareATC Insurance Requirements

- A. **Insurance Coverages.** CareATC will obtain and maintain the following coverages at all times during the Term of this Onsite Agreement:
1. **Commercial General Liability-** \$1,000,000.00 per occurrence and \$3,000,000.00 in aggregate of Comprehensive General Liability including independent contractors, contractual liability, and broad-form property damage endorsements, naming Client as additional insured
 2. **Professional Liability** - \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate with an insurance company on behalf of CareATC, all Onsite Centers, and all Health Professionals employed or engaged to provide Services
 3. **Worker Compensation** - As required by applicable statutes. Employers' Liability requirements of \$1,000,000 each accident, \$1,000,000 disease aggregate, \$1,000,000 disease each employee
 4. **Cyber Liability** - \$5,000,000 policy aggregate limit for all damages, claims expenses, penalties and PCI fines, expenses, and fees.
 5. **Automobile, Non-Owned Automobile and Hired Auto Liability** - \$1,000,000.00
 6. **Commercial Property** - Replacement value of property owned by CareATC maintained at Onsite Center
 7. **Umbrella** - \$10,000,000 to provide excess limits when the limits of the underlying policies (Section 1(A)(1), Section 1(A)(3) & Section 1(A)(5)) are exhausted by payment of claims
 8. **Employee Dishonesty/Crime Coverage** - \$500,000; \$500,000 Employee Theft
- B. Upon request, CareATC shall provide to Client Certificates of insurance required herein, within thirty (30) days of such request. All insurance coverage shall be written with Insurance Companies authorized to do business in the State of Oklahoma, and rated no less than A-, VII in the latest A.M. Best rating guide.
- C. CareATC will provide Client with at least thirty (30) days written notice before the change, cancellation or non-renewal of any insurance coverage contemplated by this Onsite Agreement.

2. Client Insurance Requirements

- A. **Insurance Coverages.** Client will obtain and maintain the following coverage at all times during the Term of this Onsite Agreement:
1. **Comprehensive General Liability** - \$1,000,000.00 per occurrence / \$3,000,000.00 in aggregate of Comprehensive General Liability insurance including premises, independent contractors, contractual liability, and broad form property damage endorsements, naming CareATC as Additional Insured.
- B. Client will provide CareATC with at least thirty (30) days written notice before the change, cancellation or non-renewal of any insurance coverage contemplated by this Onsite Agreement.
- C. Upon request, Client shall provide to CareATC proof of insurance coverage, within thirty (30) calendar days of such request.
- D. Upon request, Client shall provide to CareATC Certificates of insurance required herein, within thirty (30) days of such request. All insurance coverage shall be written with Insurance Companies authorized to do business in the state of Georgia and rated no less than A-, VII in the latest A.M. Best rating guide.

Exhibit E

Business Associate Agreement

In accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104 191 ("HIPAA") and the Health Information Technology For Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), CareATC shall, to the extent it acts in its capacity as a Business Associate to the Client, adhere to the applicable requirements established in the HIPAA Rules (as defined below) for Business Associates as set forth below.

1. Definitions

- A. "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 Attachment, shall mean CareATC.
- B. "HIPAA Rules" shall mean the requirements of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, implementing HIPAA and the HITECH Act, in each case only as of the applicable compliance date for such requirements.
- C. "Incident Response Team" shall mean the unit designated by CareATC that is responsible for investigating and responding to information privacy and security incidents and complaints.
- D. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- E. "Protected Health Information" ("PHI") and "Electronic Protected Health Information" ("EPHI"). PHI and EPHI shall have the same meaning as such terms as defined in 45 CFR 160.103 but limited to such information created or received by CareATC in its capacity as a Business Associate (and not a pharmacy or other health care provider) of Client.
- F. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR parts 160 and 164, subpart C.

2. Obligations and Activities of Business Associate

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by the Commitment Agreement or this Exhibit E, or as permitted or Required By Law.
- B. Business Associate agrees to use appropriate safeguards to protect against any use or disclosure of PHI not provided for herein and to comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to EPHI. Without limiting the foregoing, Business Associate agrees to implement appropriate administrative, physical, and technical safeguards designed to, to prevent the unauthorized use and disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, including maintaining an Incident Response Team to investigate and respond to unauthorized uses and disclosures of PHI upon learning thereof, as required by 45 CFR § 164.308, 164.310, 164.312, and 164.316, as may be amended from time to time.
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Exhibit E.
- D. In addition to the reporting required by Section 2.L, Business Associate agrees to report to Client, within ten (10) business days of discovery by the Incident Response Team any unauthorized disclosure of the PHI arising from a Security Incident, and otherwise not provided for by the Commitment Agreement or permitted under the HIPAA Rules.
- E. In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308(b)(2) Business Associate agrees to require that any Subcontractor to, to whom it delegates any function or activity it has undertaken to perform on behalf of Client, and whom it provides PHI received from or created on behalf of Client, agrees to substantially the same restrictions and conditions on the use or disclosure of PHI as apply through this Exhibit E to Business Associate through a Business Associate Onsite Agreement between such Subcontractor and Business Associate.
- F. Upon the Client's written request, and in a reasonable time and manner, Business Associate agrees to provide to Client such PHI maintained by Business Associate in a Designated Record Set as required for Client to respond to a request for access under 45 CFR 164.524.
- G. Upon the Client's written request, and in a reasonable time and manner, Business Associate agrees to make available PHI maintained by it in a Designated Record Set, and to make amendments to such PHI, in order for Client to respond to a request for amendment under 45 CFR 164.526.
- H. Business Associate agrees to make its internal practices, policies, procedures, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Client, available for inspection and copying by the Secretary upon the Secretary's written request for same for purposes of the Secretary determining the Client's compliance with the HIPAA Rules.
- I. Business Associate agrees to document such disclosures of PHI made by it, and information related to such disclosures, as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI under 45 CFR 164.528.

- J. Upon written request by Client, and in a reasonable time and manner, Business Associate agrees to provide to Client information collected in accordance with Section 2.1 for Client to provide an accounting under 45 CFR 164.528.
- K. To the extent Client specifically delegates to Business Associate one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s).
- L. Following the discovery by Business Associate of any Breach of Unsecured PHI by Business Associate or its Subcontractors, Business Associate agrees to notify Client of such Breach without unreasonable delay, but no later than within five (5) business days after the Incident Response Team is notified of the Breach. Such notification shall include, to the extent available, the identity of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. At the time of notification or promptly thereafter as such information becomes available, Business Associate shall also provide Client with such other available information as is required for Client to notify an Individual of the Breach as required by 45 CFR 164.404(c). Business Associate agrees that to the extent the Breach is solely as a result of Business Associate's negligent acts or omissions, Business Associate shall provide the notifications required under 45 CFR 164.404, 45 CFR 164.406 and 164.408(b). Notwithstanding the above, if a law enforcement official provides Business Associate with a statement that the notification required under this paragraph would impede a criminal investigation or cause damage to national security, Business Associate may delay the notification for the period of time set forth in the statement as permitted under 45 CFR 164.412.

3. Permitted Uses and Disclosures by Business Associate

- A. Business Associate may use or disclose PHI to perform functions, activities and Services for or on behalf of, Client as provided in the Commitment Agreement. Such uses and disclosures shall be limited to those that would not violate the Privacy Rule if done by Client except that Business Associate may use and disclose PHI:
 - 1. for the proper management and administration of the Business Associate or to carry out its legal responsibilities; provided that, in the case of any disclosures for either of these purposes, the disclosure is Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - 2. to provide Data Aggregation Services to Client relating to the health care operations of CareATC as permitted by 45 CFR 164.504(e)(2)(i)(B);
- B. Business Associate may also use and disclose PHI: (i) to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c); (ii) to de-identify the information or create a limited data set in accordance with 45 CFR §164.514, which de-identified information or limited data set may be used and disclosed by Business Associate as permitted by law, including HIPAA; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1); and (iv) as authorized in writing by Client.
- C. Business Associate agrees to request, use and disclose PHI in compliance with the Minimum Necessary standard of the HIPAA Rule.

4. Obligations of Client

- A. Client shall provide PHI to Business Associate in compliance with the Minimum Necessary standard of the Privacy Rule. Client shall not ask or require Business Associate to use or disclose Protected Health Information in a manner in which Client could not do as a Covered Entity except as permitted by 45 CFR 164.504(e) to perform Data Aggregation Services.
- B. Client represents and warrants that its Notice of Privacy Practices complies with 45 C.F.R. 164.520 and permits Client to use and disclose Protected Health Information in the manner that Business Associate is authorized to use and disclose Protected Health Information under this Attachment.
- C. To the extent that the Client honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a), Client agrees not to provide such PHI to Business Associate unless Client notifies Business Associate of the restriction and Business Associate advises Client that it is able to accommodate the restriction. Client agrees to reimburse Business Associate for any increase in fees required to accommodate such restriction.
- D. Client shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate in accordance with the standards and requirements of the HIPAA Rules, until such PHI is received by Business Associate.
- E. Client shall obtain any consent or authorization that may be required by applicable federal or state laws in order for Business Associate to provide its Services under the Commitment Agreement.

- F. Client shall provide to Business Associate a written list of the names of those individuals in its Workforce that are authorized to receive or access PHI on its behalf, and to provide reasonable prior written notice to Business Associate of any changes to such list. In the absence of Client providing such list, Business Associate may assume that those individuals that are member of the Workforce of Client or, if applicable, Client Sponsor, who request or receive PHI from Business Associate are performing plan administration activities for Client and are authorized to receive or access PHI on its behalf.

5. Miscellaneous

A. Regulatory References.

A reference in this Exhibit E to a section in the HIPAA Rules means the section as in effect or as amended, and as of its applicable compliance date.

B. Changes to this Attachment.

The Parties agree to negotiate in good faith to amend this Exhibit E or the Commitment Agreement as necessary to comply with any changes in the HIPAA Rules. If, within sixty (60) business days after Business Associate receives a proposed amendment for this purpose from Client, the Parties are unable in good faith to reach agreement on its terms, either Party may terminate the Commitment Agreement and this Exhibit E by written notice to the other.

C. Interpretation.

Any ambiguity in this Exhibit E shall be resolved to permit the Parties to comply with the HIPAA Rules.