

AMENDMENT TO HUMANA WELLNESS SERVICES AGREEMENT

The Humana Wellness Services Agreement between Harris, Rothenberg International Inc. d/b/a Humana Wellness, a wholly-owned subsidiary of Humana Inc. (hereinafter "**Humana Wellness**") and City of Sheboygan (hereinafter "**Customer**") effective on 01/01/2021 (hereinafter "**Agreement**") is hereby amended, effective as of 01/01/2023, in accordance with the Amendment Provision Section of the Agreement and for good and valuable consideration, in the following particulars:

- I. The Go365 Program Statement of Work, **Appendix A: Go365 Pricing** attached to this Amendment, and incorporated herein, shall supersede and replace in its entirety any previously existing Statement of Work, Go365 Pricing Appendix.

Affirmation of Agreement. Except as expressly amended hereby, the terms and provisions of the Agreement shall remain in full force and effect; provided that in the event of any conflict between the terms of this Amendment and those of the Agreement, this Amendment shall govern.

IN WITNESS WHEREOF, Humana Wellness and the Customer have executed this Amendment on _____.

City of Sheboygan

By: _____

Name: _____

Title: _____

**HARRIS, ROTHENBERG INTERNATIONAL INC.
D/B/A HUMANA WELLNESS**

By: Sue Schick

Name: Susan D. Schick

Title: Segment President, Group and Military
Business

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Appendix A: Go365 Pricing

For clarity purposes, per “**eligible employee**” below means “**Covered Person**” as defined in the Humana Wellness Services Agreement. Fees are billed based on the eligible employee count per month, not based on active participation by Covered Persons. Eligibility cannot be determined by member opt in and cannot be defined as active participation in the Program. Applicable to standalone Go365 Customers: Customers that fall below 100 employees will be subject to a rate surcharge at time of quote/renewal. Customers with less than 51 employees on the submitted eligibility file are not eligible for standalone Go365.

Go365 Services	Fees
Go365 01/01/2023-12/31/2023	\$3.85 per eligible employee per month (PEPM) Total Administration Fee
<p>The Go365 fee includes:</p> <ul style="list-style-type: none"> - Standard employee and employer reporting. Additional charges apply for custom reporting. - Standard data feeds accommodating eligibility and participating network fitness facilities. Data feeds will be reviewed on a case by case basis and may be subject to an additional charge. <i>Note: Inbound medical preventive file feeds are only available to Customers with 1,000+ employees.</i> - Standard electronic communication materials. Additional charges apply for printing and mailing materials. Humana Wellness cannot accommodate customized communications. - Additional services listed below are not part of the Total Administration Fee and will be charged to Customer in addition to the Total Administration Fee. 	
Biometric Screening Services	Biometric Screening and Rewards Fees
<p>Retail Biometric Screenings</p> <p>Humana Wellness contracts with retail biometric screening vendors that will perform biometric screenings for the Customer’s Covered Persons.</p>	<p>\$53.00 per biometric screening (subject to change due to standard rate inflation, not to exceed \$60.00 during the contract period)</p> <p>Humana Wellness will bill the Customer upon receipt of the invoice from the vendor. Customer will submit payment to Humana Wellness at the following address:</p> <p>Harris, Rothenberg International Inc. d/b/a Humana Wellness Attn: Lockbox 3594 3594 Reliable Parkway Chicago, IL 60686-0035</p>
Redeemed Rewards	Rewards redeemed by Covered Persons will be charged to Customer by Humana Wellness.
Go365 Fee Term	
The Go365 monthly fees presented in this Appendix A are valid for the period of time beginning on effective date 01/01/2023 and ending on 12/31/2023 , except as otherwise stated.	

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Go365 Customization Fees	
Custom Reporting	The Go365 program offers employer groups self-service access to several standard reports at no additional charge. Requests to customize these reports or to send these reports to the employer group or to a third party via a data feed are subject to an additional fee which will be priced based upon request and frequency.

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- I. The Go365 Program Statement of Work effective on 01/01/2021 shall be amended in the following manner:
 - a. References to "Client" are replaced with "Customer".
 - b. The Health Coaching Program provision has been deleted and replaced with the following:
Health Coaching Program: Humana Wellness's Health Coaching Program is included with the Rewards Program and provides Covered Persons with unlimited access to a dedicated personal coach. All coaches are experts in the behavior change process, utilizing a proprietary coaching model grounded in positive psychology and other trans-theoretical psychological theories. With a variety of backgrounds, Humana Wellness coaches have successfully completed a rigorous training program. Ongoing quality monitoring and mentoring enhance coaching skills and expertise.
- II. The Go365 Program Statement of Work, **Appendix A: Go365 Pricing** attached to this Amendment, and incorporated herein, shall supersede and replace in its entirety any previously existing Statement of Work, Go365 Pricing Appendix.

Affirmation of Agreement. Except as expressly amended hereby, the terms and provisions of the Agreement shall remain in full force and effect; provided that in the event of any conflict between the terms of this Amendment and those of the Agreement, this Amendment shall govern.

IN WITNESS WHEREOF, Humana Wellness and the Customer have executed this Amendment on 11/15/2021.

City of Sheboygan

**HARRIS, ROTHENBERG INTERNATIONAL INC.
D/B/A HUMANA WELLNESS**

By: Jennifer Wray
Jennifer Wray (Nov 15, 2021 12:12 CST)

Name: Jennifer Wray

Title: HR Generalist

By: Sue Schick

Name: Susan D. Schick

Title: Segment President, Group and Military Business

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Appendix A: Go365 Pricing

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HUMANA WELLNESS SERVICES AGREEMENT

This Humana Wellness Services Agreement (hereinafter **"Agreement"**) is made by and between Harris, Rothenberg International Inc. d/b/a Humana Wellness, a wholly-owned subsidiary of Humana Inc. (hereinafter **"Humana Wellness"**), and City of Sheboygan (hereinafter **"Customer"**) both individually and collectively referred to herein as the Party or Parties.

RECITALS

WHEREAS, Customer makes available various health and wellness programs for the benefit of its Covered Persons, as defined below; and

WHEREAS, Customer wishes to utilize the Wellness Services, as defined below, provided by Humana Wellness for Covered Persons, as defined below, subject to the terms of this Agreement.

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

1. DEFINITIONS

In addition to the definitions provided throughout this Agreement, the following capitalized terms have the meanings provided below:

1.1 **"Affiliate"** means, when used with reference to a specified Person, any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person. A Person shall be deemed to control an entity if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 **"Covered Person"** means an individual natural person residing within the Territory whom Customer designates as eligible to receive Wellness Services under this Agreement.

1.3 **"Humana Wellness Property"** means, collectively: (i) any and all systems, hardware, software, networks, online platforms, online resources, online content, applications, source codes, specifications, templates, modules, devices, equipment, documents, articles, presentations, newsletters, reports, images, videos, audio files, artwork and any and all other materials whether in electronic or hardcopy format or other property owned, licensed, leased, produced, designed, created or used by Humana Wellness or its Affiliates as of the Effective Date or thereafter, whether for purposes of providing the Wellness Services pursuant to this Agreement or for any other purpose; (ii) all Proprietary Information of Humana Wellness or its Affiliates; and (iii) any and all Intellectual Property in any of the foregoing or related thereto.

1.4 **"Intellectual Property"** means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction.

1.5 **"Person"** means a natural person or a corporation, partnership, limited liability company, trust, association or other entity, as the context requires or permits.

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1.6 **“Proprietary Information”** means all information related to the business and operations of a Party, its parent company and its subsidiaries and affiliated companies and its or their clients, members and/or enrollees. Such information may be obtained from any source, whether written or oral, as well as all information contained on a Party’s mainframe, networks, LANs and workstations, including all software, middleware, firmware, groupware and licensed internal code, whether owned or licensed currently or in the future, which could be accessed by Customer’s personnel by any direct or remote access method. Proprietary Information does not include information that: (a) has been previously published or is now or becomes public knowledge through no fault of the other Party; (b) can be established by documentary evidence to have been in the lawful possession of the other Party at the time of disclosure; (c) can be established by documentary evidence to have been made available to the other Party, without restriction on disclosure, by a third party not under obligation of confidentiality with respect to the disclosed information; (d) can be established by documentary evidence to have been independently developed by the other Party; (e) constitutes know-how which in the ordinary course becomes indistinguishable from the know-how of the other Party; or (f) is in response to a valid order by a court of competent jurisdiction or otherwise required by law (in which case the other Party shall provide prompt written notice to the disclosing Party affording the disclosing Party the opportunity to challenge such order or legal requirement). Humana Wellness’s Proprietary Information also includes but is not limited to any information relating to the pricing, software or technical information, hardware, methods, processes, financial data, lists, apparatus, statistics, program, research, development or related information of Humana Wellness, its parent company, its subsidiaries or an Affiliate or its clients, patients, members and/or enrollees concerning past, present or future business activities of said entities.

1.7 **“Territory”** means the United States of America.

2. SCOPE OF SERVICES

From time to time the Parties shall execute statements of work describing the services to be provided by Humana Wellness under this Agreement (each a **“Statement of Work”** or collectively, the **“Statements of Work”**). The services described in such Statements of Work shall be collectively referred to as the **“Wellness Services.”** The Parties shall be bound by any additional terms and conditions within a Statement of Work. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of the Statement of Work shall govern with respect to Wellness Services under such Statement of Work.

3. RESPONSIBILITIES OF CUSTOMER

3.1 **PROVISION OF ELIGIBILITY AND ENROLLMENT DATA AND INFORMATION TO HUMANA WELLNESS.** Customer shall provide Humana Wellness with eligibility data for Covered Persons (hereinafter referred to as an **“Eligibility File”**) in a form specified by Humana Wellness and at a frequency mutually agreed upon by the Parties. The Eligibility File shall contain the necessary information as reasonably required by Humana Wellness to verify the identity of Covered Persons and to administer the Wellness Services. Eligibility information shall be submitted by the Customer to Humana Wellness via secure file transfer protocol (SFTP), secure email or uploaded directly to Humana Wellness’s online web portal. Required Eligibility File information includes, but is not limited to, the full name, address, date of birth, and unique identifier for each Covered Persons. Customer shall update its Eligibility File listing of all Covered Persons to serve as notice to Humana Wellness of any additions, changes, deletions or modifications to the list of Covered Persons. Without limiting the generality of the foregoing, Customer shall immediately notify Humana Wellness in writing in the event that (a) Customer desires to make Wellness Services available to any entity or individual located or residing outside of the Territory; or (b) any eligible recipient of Wellness Services as indicated in an Eligibility File ceases to reside within the Territory. Humana Wellness shall be entitled to rely on the accuracy and completeness of the Eligibility File in providing the Wellness Services. Humana Wellness shall promptly implement such updated information in providing the Wellness Services.

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3.2 **PROVISION OF OTHER DATA AND INFORMATION TO HUMANA WELLNESS.** Customer shall, at no cost to Humana Wellness, provide or arrange for Humana Wellness to have access to relevant claim information and other information pertaining to Covered Persons required by Humana Wellness to provide the Wellness Services under this Agreement, in a format and frequency prescribed by Humana Wellness.

3.3 **CUSTOMER COOPERATION.** Customer understands and agrees that Wellness Services may be provided, at Humana Wellness's discretion, by Humana Wellness Affiliates, contractors, and vendors. Customer shall cooperate fully with Humana Wellness and Humana Wellness's Affiliates, contractors, and vendors in implementing and fulfilling the obligations under this Agreement, including but not limited to, communicating with, and encouraging participation from, Covered Persons regarding the Wellness Services.

3.4 **COMPLIANCE WITH LAWS.** Customer is responsible for compliance with all applicable provisions of law addressing Customer's duties with respect to the Wellness Services and its own benefit plan or arrangement which may include Wellness Services. This includes, without limitation, compliance with all legal reporting and disclosure requirements, adoption and approval of all required documents respecting the program and compliance with state escheat and unclaimed or abandoned property laws. Humana Wellness shall not be responsible or ultimately liable for Customer or any other Person or Party's obligation to comply with applicable law. Further, Customer acknowledges that Humana Wellness is a service provider with respect to the Wellness Services provided under this Agreement and that Humana Wellness is not a plan sponsor or plan administrator as the term is defined in ERISA. For the avoidance of doubt, if Customer decides to offer incentives or rewards to Covered Persons above and beyond those rewards and incentives included in the Wellness Services by Humana Wellness, if any, Customer is solely responsible for ensuring any such incentives or rewards it offers to Covered Persons comply with applicable law. In such a case, Humana Wellness makes no representation that Wellness Services are suitable for use in connection with any particular incentives or rewards and assumes no liability for Customer's compliance with applicable law.

3.5 **COOPERATION WITH HUMANA WELLNESS.** Customer agrees to cooperate with Humana Wellness in complying with state and/or federal laws, rules and regulations and accreditation requirements to which Humana Wellness is or may be subject and not place Humana Wellness in jeopardy of non-compliance by action or inaction.

4. RESPONSIBILITIES AND RIGHTS OF HUMANA WELLNESS

4.1 **NON-DISCRIMINATION.** Humana Wellness agrees to provide Wellness Services to Covered Persons in accordance with the prevailing practices and standards of the industry.

4.2 **INSURANCE.** Humana Wellness shall carry professional liability insurance coverage in an amount equal to one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, as well as comprehensive general liability insurance or self-insurance, errors and omissions insurance, and workers compensation insurance where required by law, throughout the Term of this Agreement. Humana Wellness agrees to provide evidence of said insurance coverage to Customer at any time during the Term of this Agreement upon reasonable request by Customer. Humana Wellness shall provide and/or shall require the carrier(s) to provide Customer with at least ten (10) days prior written notice of any non-renewals, cancellations or modifications resulting in a decrease and/or limitation in coverage.

5. PRICING; PAYMENT TERMS

5.1 **PRICING.** Fees for the Wellness Services provided hereunder to Customer ("**Fees**") shall be as set forth in the Statement(s) of Work.

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5.2 PAYMENT TERMS. Customer shall pay the Fees on a monthly basis. Invoices will be delivered to Customer by the fifteenth (15th) of each calendar month and payments shall be due and payable within thirty (30) days of the invoice date. Fees for any custom development services (if applicable) will be invoiced upon completion of development work and/or as defined in the Statement(s) of Work. Any delinquent payment under this Agreement shall bear interest from the due date until paid at a rate of 0.5% per month or the maximum allowable rate under the law, whichever is less.

6. TERM AND TERMINATION

6.1 TERM. The initial term of this Agreement (the “**Initial Term**”) shall be one (1) year(s), commencing on the Effective Date. This Agreement will automatically renew for additional consecutive one (1) year periods (each a “**Renewal Term**”) on the same terms, conditions and provisions as contained herein, together with any authorized and approved amendments hereto, unless Humana Wellness or Customer provides written notice of non-renewal at least ninety (90) days’ prior to the expiration of the then current Initial Term or Renewal Term. This Agreement’s Initial Term and any subsequent Renewal Term(s) shall be referred to herein collectively as this Agreement’s “**Term**.” Each Statement of Work may have a term that differs from this Agreement, and each Statement of Work may be terminated separately from this Agreement consistent with the termination rights provided in this Agreement or such Statement of Work.

6.2 TERMINATION. This Agreement, including all exhibits and Statements of Work, may be terminated as follows; additional termination rights may be provided for in each Statement of Work:

6.2.1 Termination without Cause.

(a) Notwithstanding anything to the contrary herein, this Agreement may be terminated by Humana Wellness or Customer without cause by providing at least ninety (90) days prior written notice to the other. In the event that either Party terminates this Agreement without cause, Humana Wellness agrees: (i) if requested, to work with Customer in the orderly transition of Covered Persons receiving Wellness Services to alternative programs; and (ii) further, that Customer may begin to transition Covered Persons to alternative programs in the thirty (30) day period prior to the effective date of said without cause termination and payment to Humana Wellness for such Wellness Services will be adjusted accordingly.

(b) Humana Wellness and Customer may terminate this Agreement at any time upon the mutual written agreement of the Parties.

6.2.2 Termination for Cause.

(a) Humana Wellness or Customer may terminate this Agreement at any time upon delivery of a thirty (30) calendar day written notice to the other Party in the event of any fraud or material misrepresentation by the other Party.

(b) Humana Wellness or Customer may terminate this Agreement at any time upon delivery of a thirty (30) calendar day written notice to the other Party in the event of any failure by the other Party to comply in any material respect with any material provision of this Agreement that is not cured in all material respects within the thirty (30) day notice period.

(c) Humana Wellness may immediately terminate this Agreement if Customer is more than forty five (45) days past due on payments owed to Humana Wellness under this Agreement.

(d) This Agreement shall automatically terminate one (1) year after the termination of the last Statement of Work.

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6.2.3 Early Termination.

(a) If Customer terminates this Agreement without cause at any time during the initial twelve (12) months of this Agreement, Customer will pay Humana Wellness an early termination fee of three (3) times the Fees for one payment period and any additional shutdown costs associated with the termination, within thirty (30) days of the date of termination provided in Customer's notice to terminate this Agreement.

(b) Following the first twelve (12) months of this Agreement, either Party may terminate this Agreement at any time, without cause, upon at least ninety (90) days' prior written notice to the other Party.

6.3 IMMEDIATE TERMINATION. This Agreement may be terminated immediately and automatically, if either Humana Wellness or Customer applies for or consents to the appointment of a receiver, trustee or liquidator, files a voluntary petition-in-bankruptcy, admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, files a petition or an answer in any judicial proceedings seeking reorganization or arrangement with creditors or taking advantage of any insolvency law, or if an order, judgment or decree shall be entered against that Party by a court of competent jurisdiction on the application of a creditor of such Party, adjudicating such Party bankrupt or insolvent or approving a petition seeking reorganization of such Party or appointing a receiver, trustee or liquidator of such Party and such order, judgment, decree or proceeding is not dismissed or vacated within a period of sixty (60) consecutive days.

6.4 SURVIVAL OF RIGHTS. Termination of this Agreement shall not alter or impair any rights of either Party accrued under this Agreement through the date of termination.

6.5 DATA TRANSFER. Upon reasonable request by Customer, upon termination of this Agreement (or prior to termination if required by law), Humana Wellness shall transfer all documentation of and/or data related to Wellness Services rendered to Covered Persons under this Agreement that was not otherwise previously provided to Customer as permitted by law and/or under NCQA accreditation requirements.

7. INDEMNIFICATION

7.1 INDEMNIFICATION BY HUMANA WELLNESS. Humana Wellness shall indemnify, defend, and hold harmless Customer, its Affiliates and permitted assigns (and all officers, directors, employees and agents thereof) (collectively, the "**Customer Indemnitees**") from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, suits, causes of action, costs, expenses, and/or damages which the Customer Indemnitees may suffer, incur, be responsible for, or pay out (either individually or collectively) as a result of claims brought by third-parties, governmental entities, or Humana Wellness's employees or representatives -- including but not limited to such claims alleging injuries (including death) to any Person, damage or loss to any property or property rights, or any actual or alleged violation of applicable federal, state or local statutes, ordinances, orders, rules, or regulations of any governmental entity or agency -- caused directly by or directly arising from or out of: (a) Humana Wellness's breach of this Agreement; or (b) any willful, negligent, wrongful, or illegal acts or omissions of Humana Wellness, its employees and/or representatives. Humana Wellness's obligations to defend and indemnify the Customer Indemnitees under this Section shall be reduced by the proportionate extent, if any, that the indemnified claim arises from the negligent act or omission or intentional misconduct of the applicable Customer Indemnitee(s). Humana Wellness's indemnity liability under this Section, including indemnification of attorneys' fees and other defense costs, shall be limited to one million dollars (\$1,000,000) during the Term of this Agreement (the "**Indemnity Cap**").

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7.2 INDEMNIFICATION BY CUSTOMER. Customer shall indemnify, defend, and hold harmless Humana Wellness, its Affiliates and permitted assigns (and all officers, directors, employees and agents thereof) (collectively, the “**Humana Wellness Indemnitees**”) from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, suits, causes of action, costs, expenses, and/or damages which the Humana Wellness Indemnitees may suffer, incur, be responsible for, or pay out (either individually or collectively) as a result of claims brought by third-parties, governmental entities, or Customer’s employees or representatives -- including but not limited to such claims alleging injuries (including death) to any Person, damage or loss to any property or property rights, or any actual or alleged violation of applicable federal, state or local statutes, ordinances, orders, rules, or regulations of any governmental entity or agency -- caused directly by or directly arising from or out of: (a) Customer’s breach of this Agreement; or (b) any willful, negligent, wrongful, or illegal acts or omissions of Customer, its employees and/or representatives. Customer’s obligations to defend and indemnify the Humana Wellness Indemnitees under this Section shall be reduced by the proportionate extent, if any, that the indemnified claim arises from the negligent act or omission or intentional misconduct of the applicable Humana Wellness Indemnitee(s).

7.3 INDEMNIFICATION COSTS AND ATTORNEYS’ FEES. In addition to the foregoing, all indemnities set forth in this Agreement shall include reasonable court costs, attorneys’ fees, and expert witness fees, as and when incurred. The indemnifying Party shall have the right to select counsel to defend against the indemnified claim (subject to reasonable and timely review and consent of the indemnified Party, which consent shall take into consideration the requirements of the indemnifying Party’s insurance carrier) and, except as provided below, will be the sole judge of the acceptability of any compromise or settlement of the indemnified claim. Notwithstanding the foregoing, the indemnifying Party shall not: (a) settle any indemnified claim which will subject the indemnified Party to any form of temporary or permanent injunctive relief without the indemnified Party’s prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) or (b) settle any other indemnified claim without consultation with the indemnified Party.

7.4 INDEMNIFICATION PROCEDURES. If a claim covered by the foregoing indemnities is asserted against either Party, the indemnified Party shall promptly give the indemnifying Party written notice thereof. The indemnified Party shall extend its full cooperation in connection with the defense provided by the indemnifying Party, subject to reimbursement for all reasonable out-of-pocket expenses incurred by the indemnified Party in providing such cooperation. If the indemnifying Party fails to defend a claim within a reasonable time, which time shall not extend beyond the date the indemnified Party is required to file an answer or other responsive pleading to the pending claim, the indemnified Party shall be entitled to assume defense of the claim and the indemnifying Party shall be bound by the results obtained by the indemnified Party with respect to such claim.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL), REGARDLESS OF WHETHER SUCH CLAIM OF LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

8.2 To the maximum extent permitted by applicable law, Customer agrees that Humana Wellness’s total maximum aggregate cumulative liability (including that of Humana Wellness’s Affiliates and subcontractors) to Customer for all past, present and future claims, demands, actions, causes of action, requests, lawsuits, judgment damages, costs, expenses, prejudices or losses (collectively, “**Direct Claims**”) in relation to or arising under this Agreement shall be limited to Customer’s actual direct damages and shall not, under any circumstances, exceed, in the aggregate, for all Direct Claims past, present and future, the total amount of compensation paid by Customer to Humana Wellness under this Agreement during the twelve (12) month period immediately preceding the loss. This limitation of liability for Direct Claims shall not be construed so as to limit either Party’s rights or obligations of indemnity for third party claims as set forth herein, which rights and obligations shall be governed exclusively by the provisions of Section 7 and the separate Indemnity Cap set forth therein.

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9. DISPUTE RESOLUTION

9.1 For all controversies, claims and matters of difference arising out of the business relationship between the Parties, the Parties hereby agree to promptly discuss such controversies, claims and matters of difference in an attempt to come to a mutually agreeable resolution.

9.2 In the event of a dispute between Humana Wellness and Customer which cannot be settled by mutual agreement pursuant to the process described in Section 9.1, including without limitation, a dispute involving the interpretation of any provision of this Agreement or otherwise arising out of the Parties' business relationship (excluding any disputes that are currently the subject of individual or class litigation), the obligations of Humana Wellness or Customer hereunder, or allegations or claims involving violations of state or federal laws or regulations, such dispute shall be resolved by binding arbitration, conducted in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The arbitration shall be conducted in Louisville, Kentucky. Judgment upon the award rendered in any such arbitration may be entered in any court of competent jurisdiction sitting in Louisville, Kentucky, or application may be made to such court for judicial acceptance and enforcement of the award, as applicable law may require or allow. The cost of any arbitration proceeding(s) hereunder shall be borne equally by the Parties. Each Party shall be responsible for its own attorneys' fees and such other costs and expenses incurred related to the proceedings. Arbitration proceeding(s) hereunder shall be conducted solely between Humana Wellness and Customer, class-based arbitration shall not be permitted.

10. HEALTH CARE REGULATORY COMPLIANCE

10.1 HIPAA COMPLIANCE. If applicable, Humana Wellness shall at all times throughout the Term of this Agreement comply with and provide all Wellness Services hereunder consistent with the following standards as such standards are applicable to Humana Wellness: (a) all requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy and Security Regulations promulgated thereunder, (b) the Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated thereunder (collectively, "HITECH Act"), and (c) all state data security and any other laws applicable to the provision of the Wellness Services hereunder. Contemporaneously with the execution of this Agreement, the Parties agree to execute a Business Associate Agreement, if applicable in the form attached to this Agreement.

10.2 PRIVACY RULE COMPLIANCE. Both Parties will comply with all applicable provisions of HIPAA, including the privacy provisions, as such are implemented and revised from time to time. Both Parties further agree that they will: (a) not use or disclose any protected health information or de-identified protected health information (collectively "PHI") obtained or accessible by them as a result of their performance under this Agreement other than as permitted or required by this Agreement or by law; (b) use appropriate safeguards to prevent use or disclosure of such PHI except as permitted by this Agreement; (c) mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI in violation of the requirements of this Agreement; (d) report any use or disclosure of PHI not provided for in this Agreement of which they become aware; (e) ensure that Humana Wellness's subcontractors to whom they provide PHI, or who have access to PHI, agree to the same restrictions and conditions that apply with respect to such PHI; (f) make available PHI to any individual who has a right of access under local, state and/or federal law or regulation; (g) make available PHI for amendment and incorporate any amendments to PHI; (h) make available the information required to provide an accounting of disclosures; and (i) make its internal practices, books and records relating to the use and disclosure of PHI received or obtained, or created or received, available to the Secretary of the Department of Health and Human Services for determining provider's compliance with federal regulations.

HUMANA WELLNESS SERVICES AGREEMENT

10.3 TRANSACTION AND SECURITY REGULATIONS COMPLIANCE. Both Parties shall comply with the Transaction Code Set Regulations. Upon the Effective Date, and for so long as any PHI is transmitted between the Parties using electronic media, both Parties shall protect the integrity, privacy and availability of such PHI by implementing appropriate and commercially reasonable administrative procedures, physical safeguards, technical security services and technical security mechanisms with respect to facilities and software and systems, all as required by, and as more specifically set forth in, the Federal Transaction Regulations and the Federal Security Regulations.

10.4 TERMINATION. In addition to other provisions of this Agreement relating to termination rights, the following shall apply:

10.4.1 In the event that either Party materially breaches any of the above provisions, or declines to implement any changes that are legally required to ensure compliance with HIPAA and related laws and regulations, the non-breaching Party may immediately terminate this Agreement with written notice to the breaching Party after providing at least a five (5) calendar day opportunity period to cure the breach.

10.4.2 At termination of this Agreement, for any reason, each Party will return or destroy any and all PHI received from the other Party in any form and retain no copies of such information or, if such return or destruction is not feasible, shall notify the other Party of the condition that makes the return or destruction of PHI not feasible and shall extend the protections of this Section 10 to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible for so long as the other maintains such PHI. These provisions shall survive the expiration or termination of this Agreement for any purpose.

10.5 AMENDMENT. The Parties agree that if necessary, they shall amend this Section 10 of this Agreement to comply with or effectuate changes to, or the interpretation of, HIPAA, the HITECH Act and the regulations issued under them.

11. INTELLECTUAL PROPERTY USE AND OWNERSHIP

11.1 INTELLECTUAL PROPERTY USE. Humana Wellness grants to Customer, and Customer accepts, a non-exclusive, non-transferable, revocable right to access and to use Humana Wellness Property, as applicable to Wellness Services provided under this Agreement. Customer expressly acknowledges that the Humana Wellness Property is provided under license to Customer and that Humana Wellness Property is made available to Customer and Customer's Covered Persons only for the purposes stated in this Agreement and only during the Term of this Agreement. Customer shall take reasonable security measures to prevent unauthorized access to or use of the Humana Wellness Property and shall notify Humana Wellness in the event it identifies any unauthorized access or use.

11.2 RESTRICTIONS ON INTELLECTUAL PROPERTY USE. Customer agrees not to reproduce Humana Wellness Property except as may be required for the sole purpose of accessing or using Humana Wellness Property pursuant to this Agreement. Customer further agrees not to distribute or display Humana Wellness Property, to create derivative works based on Humana Wellness Property, or to access or use the Humana Wellness Property in any manner not expressly permitted under this Agreement. Customer agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or trade secrets from any software or proprietary materials of Humana Wellness and/or its subcontractors, lessors or licensors.

11.3 INTELLECTUAL PROPERTY OWNERSHIP. Each Party shall remain the owner of all Intellectual Property it owns prior to the Effective Date and that which it creates in the performance of its obligations under this Agreement. Humana Wellness and/or its subcontractors, lessors, and licensors are, and shall remain the sole and exclusive owner of their respective Humana Wellness Property and any and all components thereof, whether owned on the Effective Date or acquired thereafter. Upon the expiration or termination of this Agreement or applicable Statement of Work, as the case may be, Customer shall promptly return to Humana Wellness (or at Humana Wellness's request, destroy), all such Humana Wellness Property in its possession or control.

HUMANA WELLNESS SERVICES AGREEMENT

12. NON-SOLICITATION

12.1 Customer agrees that during the Term and for a period of one (1) year from the date of termination of this Agreement (collectively, the “**Restricted Period**”), neither Customer, nor Customer’s employees, officers, directors, agents or other representatives, individually or on behalf of any other Person or entity, directly or indirectly, shall recruit or hire any Person who was an employee of Humana Wellness or its Affiliates with knowledge or training on the Wellness Services at any time during the Restricted Period. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 12.1.

13. OTHER PROVISIONS

13.1 AMENDMENTS. This Agreement may be amended at any time by written agreement executed by authorized representatives of both Parties.

13.2 ASSIGNMENT. Neither Party shall assign or transfer this Agreement in whole or in part without the prior written consent of the other Party which shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the forgoing, Humana Wellness may assign this Agreement to a parent, an Affiliate or pursuant to a sale of all or substantially all assets without written consent or notice.

13.3 CONTRACT INTEGRATION. All appendixes and exhibits to this Agreement are hereby incorporated into this Agreement. Additionally, all Statements of Work entered into pursuant to this Agreement are hereby incorporated into this Agreement. This Agreement, including its Statements of Work, appendixes, exhibits, and any amendments, addenda, documents or other data attached hereto or incorporated herein constitutes the entire understanding of the Parties with regard to the matters addressed by this Agreement and supersedes all prior and contemporaneous representations and understandings, whether oral or written, between Humana Wellness and Customer.

13.4 FORCE MAJEURE. No Party to this Agreement shall be deemed to breach its obligations under this Agreement if that Party’s failure to perform under the terms of this Agreement is due to any act of God, acts of the United States of America, any state, territory or political subdivision thereof or any government in which the Wellness Services are performed, riot, war, terrorism, or natural disaster. The Parties agree to take all reasonable steps to preserve their respective performance obligations hereunder.

13.5 HEADINGS. The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

13.6 INDEPENDENT CONTRACTOR STATUS. Notwithstanding anything to the contrary herein, Humana Wellness and Customer are independent Parties contracting with the other solely for the purpose of effecting this Agreement. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the Parties, or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party will have the power to bind the other Party or incur obligations on the other Party’s behalf without the other Party’s prior written consent.

HUMANA WELLNESS SERVICES AGREEMENT

13.7 NOTICE. All notices, requests, consents and other communications under this Agreement must be in writing and must be directed to the Parties at the addresses listed below, or to such other addresses the Parties may subsequently designate by written notice, and must be: (i) mailed by first class certified mail, return receipt requested; (ii) sent by Federal Express, United States Express Mail or similar overnight delivery or courier service, with signature required; or (iii) delivered (in person, or by a fax or email transmission) with printed confirmation of receipt (in the case of a fax transmission) or reply email confirmation (in the case of an email transmission).

<i>If to Humana Wellness:</i>	Humana Wellness 500 W Main Street Louisville, KY 40202 Attention: Senior Leader
<i>Copy to:</i>	Humana Inc. 500 West Main Street Louisville, KY 40202 Attention: Law Department
<i>If to Customer:</i>	City of Sheboygan Jenny Lawrence 828 Center Ave Sheboygan, WI, 53081

13.8 PROMOTIONAL MATERIALS/USE OF NAME. With the exception of Humana Wellness identifying Customer as a client in its marketing materials during the Term of this Agreement, neither Customer nor Humana Wellness may use the other Party's name or any of their service marks in marketing material without the prior written consent of the other Party.

13.9 PUBLIC STATEMENTS. During the Term of this Agreement, neither Party will make any press release or other public announcement concerning this Agreement or the transactions contemplated by this Agreement, without the prior written approval of the other.

13.10 SEVERABILITY. The invalidity, illegality or unenforceability of any provisions of this Agreement, by statute, court or otherwise, shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

13.11 SURVIVAL OF TERMS. The provisions of this Agreement concerning complaints, Covered Person and office records, access to information, indemnification, insurance, and where applicable, Proprietary Information shall survive the termination of this Agreement by either Party for any reason. In addition, any other rights that should by their nature survive termination or expiration of this Agreement shall survive such termination or expiration.

HUMANA WELLNESS SERVICES AGREEMENT

13.12 WAIVER. Waiver, whether express or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. Neither failure nor delay on the part of any Party to exercise any right, remedy, power or privilege hereunder nor course of dealing between the Parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege.

Furthermore, waiver of one of the remedies available to either Party in the event of a default or breach of this Agreement by other Party shall not at any time be deemed a waiver of a Party's right to elect such remedy(s) at any subsequent time if a condition of default continues or recurs. No course of dealing shall operate as a waiver or modification of any provision of this Agreement or otherwise prejudice such Party's rights, powers and remedies.

13.13 JURISDICTION. This Agreement shall be governed by and interpreted in accordance with applicable federal law and, to the extent such law does not apply, with Kentucky law without regard to the conflicts of law principles thereof.

This Agreement has been executed by the Parties' duly authorized representatives whose signatures appear below to be effective as of 01/01/2021 (the "Effective Date").

Harris, Rothenberg International Inc.
d/b/a Humana Wellness:

By: Jeffrey Reid

Name: Jeffrey Reid

Title: Senior Vice President

Date: 12/07/2020

City of Sheboygan

By: Jenny Lawrence
Jenny Lawrence (Dec 7, 2020 08:38 CST)

Name: Jenny Lawrence

Title: Benefits Administrator

Date: 12/07/2020

STATEMENT OF WORK

Go365 Program, referenced as **“Program”**

City of Sheboygan

referenced as **“Customer”**

Effective Date: 01/01/2021

This Statement of Work No. 1, **“Statement of Work”**, contains a description of the Program, and additional terms and conditions.

Definitions

Bucks represents an accrual value that is applied toward redemptions in the Go365 Mall.

Buy Up Solutions are third party mobile apps, or websites, purchased by Customer, that provide various wellness services including fitness programs, nutrition information, weight loss management, etc. and that may be synched with the Go365 program by Covered Persons.

Engagements means a suite of health and wellness-oriented activities, clinical goals/measures, educational programs, and other objectives for Covered Persons to pursue.

Go365 Mall means a web based rewards redemption center where Bucks earned by covered Persons may be used to obtain products and services from Reward Merchants.

Health Assessment means the tool for assessing a Covered Person’s current health status, health and wellness level, activity level, and other related factors using the following three (3) components: 1) a questionnaire which gathers data about the Covered Person; 2) a set of data transformations which are used to analyze the data; and 3) reports which present the data in an organized manner.

Humana means Harris Rothenberg International, Inc. d/b/a Humana Wellness and its parent, affiliates, and subsidiaries.

Points means an incentive value earned for eligible Engagements that a Covered Person completes.

Program Parties means Go365, LLC and its parent company and each of their respective subsidiaries, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, successors, and assigns.

Reward Merchants are independent contractors providing products and services to eligible Covered Persons. Reward Merchants are not agents or employees of Humana or Go365.

Reward(s)^{*} means the products and services available for redemption by Covered Persons through Reward Merchants via the Go365 Mall.

Status refers to a certain level of achievement within the incentive structure which can be attained by Covered Persons by earning Points. Currently the levels of achievement are: Blue, Bronze, Silver, Gold, and Platinum. Go365 reserves the right to modify the incentive structure at any time.

STATEMENT OF WORK

Go365 Program

The Program is a comprehensive wellness and rewards program offered by Go365, LLC (referred to as “Go365”, “we”, “us” and “our”) that encourages a healthy lifestyle, and rewards Covered Persons for taking steps to improve and continue healthy behaviors.

Reasonable Alternative Standard

Rewards for participating in the Program are available to all Covered Persons. If any Covered Persons think that they might be unable to meet a standard for a Reward under the Program, they may qualify for an opportunity to earn the same Reward by different means. Covered Persons should contact Customer Support at the number listed on the back of their Program ID card and we will work with them (and, in some cases with their healthcare practitioner) to provide a reasonable alternative with the same Reward value, given their current health status.

Scope of Services

- Humana has sole discretion in administering the Program terms and conditions.
- Humana may provide or make available the following services in connection with the Program:
 - Engagements which include a suite of health and wellness-oriented activities, clinical goals/measures, educational programs, and other objectives for Covered Persons to pursue.
 - An initial Health Assessment and subsequent Health Assessments.
 - An incentive structure with various rewards designed to encourage Covered Persons to engage in the Program and achieve personal wellness goals.
 - The Go365 Champs is a program which provides support to selected Covered Persons to enable them to successfully promote the Rewards Program to their co-workers.
 - Standard electronic communication materials for Covered Persons, to increase participation in Engagements, including emails, mobile app messaging, posters, and flyers.
 - Call center administration and management to answer questions from Covered Persons pertaining to the Program.

Health Coaching Program

Health coaching provides Covered Persons with access to a personal coach. Personal coaching is available on topics including but not limited to: weight management, nutrition, fitness, tobacco and vaping cessation, diabetes management, cholesterol management, high blood pressure management, stress management, and back care. Coaches are trained to assist members in creating and sustaining positive behavior change. Coaches do not provide medical advice.

Participation

The Client hereby acknowledges that they have read and accept the Program Terms and Conditions and agree that Go365 has sole discretion in administering the Program and interpreting and modifying the Terms and Conditions. Humana and Go365 are not responsible for misinterpretation or lack of knowledge of the Terms and Conditions.

Participation in the Program may include physical exercise, blood testing, and other health and fitness activities. Go365 is not liable for any loss, injury, or other adverse events in connection with participation in the Program.

Reward Requests

The Covered Person must adhere to the Program participation policies and procedures as set forth in the materials provided by Go365 and/or Humana. Go365 and Humana are not responsible for ensuring Covered Persons' compliance with participation policies and procedures for the Program.

Redemption of Rewards

Rules specific to Rewards redemption are set forth in the materials provided by Humana or Go365. Violation of these may result in forfeiture of Rewards and/or termination from the Program.

STATEMENT OF WORK

Cost of Engagements

The Client acknowledges that some Engagements have costs which are not funded by Humana or Go365 (e.g. blood testing, fitness assessments, weight management classes, disease management programs, etc.), either under the Client's compensation to Humana and Go365 or otherwise. Humana and Go365 shall have no responsibility for funding such Engagements, unless previously agreed upon by both Parties. Humana's Account Management Team will share information on the cost of Engagements with the Client's management to review and obtain approval prior to incurring costs for the Engagements on behalf of the Client.

Liability of Third Party Vendors

Third Party Vendors include but are not limited to Reward Merchants and Buy Up Solutions. Third Party Vendors are independent contractors and not agents or employees of Humana or Go365. Humana, Go365 and Program Parties hereby disclaims any liability, whether based on contract, tort, strict liability or otherwise, including without limitation liability for any direct, punitive, special, consequential, incidental or indirect damages, in connection with the goods or services provided by any Third Party Vendor, including without limitation liability for any act, error, omission, injury, loss, accident, delay or irregularity which may be incurred through the fault, negligence or otherwise, of such Third Party Vendor and Client hereby releases Humana, Go365 and Program Parties from any liability with respect to the same.

Responsibilities of Client

The Client understands and agrees that services under this **Exhibit B** may be provided by contractors or vendors of Humana or Go365. The Client shall cooperate fully with Humana and Go365's contractors in implementing and fulfilling its obligations under this Exhibit, including but not limited to, communicating with, and encouraging participation from, Covered Persons regarding the Program.

Termination

Effective the date of termination of the Agreement, or the Statement of Work, or the date of termination of the eligibility of a Covered Person, the services provided in this Statement of Work, all Bucks and eligibility for Rewards shall be deemed null and void, and Rewards may not be redeemed, regardless of whether Bucks, Status, or other qualifying criteria earned, or otherwise were still valid, prior to termination. All rewards, discounts or savings under the Program expire immediately upon termination.

Go365 Engagement Source

Customer will receive access to the Go365 Engagement Source, which provides the strategic support tools and resources necessary to implement customized promotional campaigns and drive engagement.

Go365 Website

Registration

To ensure Covered Persons have secure and consistent access to the Program website, an employee Eligibility File will be used to determine who should be granted access to the Program website and mobile app. Covered Persons will enroll online via the Go365 website at: <https://www.Go365.com> or through the Go365 App utilizing the standard login.

Customer must provide an Eligibility File including the required fields as defined in the eligibility documents which will be presented during the implementation process, as referenced in the New Case Document. The website launch will be contingent on successful completion of a valid Eligibility File and delivery of the initial Eligibility File thirty (30) days prior to the Program launch.

STATEMENT OF WORK

Buy Up Solutions

Customer may choose to purchase access to certain Buy Up Solutions for Covered Persons. Customer must provide 120 days advance notice for any additions, changes, or terminations to Buy Up Solutions. Go365 and Humana reserve the right to cancel or modify these services at any time in the event the service changes, are no longer available or Go365 no longer has a contract with the Buy Up Solutions. If Buy Up Solutions are purchased, pricing is listed in Appendix A and additional terms and conditions are listed in Appendix C.

Terms and Conditions

Terms and Conditions will be displayed to users within the Program website or app registration process. All Covered Persons will be required to accept the Terms and Conditions before gaining access to the Go365 website and app.

Data Integration and Exchange Capabilities

Go365 has the capability to integrate and exchange a variety of data sources as outlined in **Appendix B** as attached to this Statement of Work.

Additionally, Go365 both exchanges and integrates data from contracted third party providers (e.g. fitness device vendors, health clubs), to allow verification and tracking of Covered Person's intervention data to validate Rewards earnings. For Customers that purchase other Humana products, appropriate data will be integrated to validate Rewards earnings.

Data may be aggregated across Go365 customers to identify trends and to benchmark results against similar populations. Data in aggregate, with no identifiable information about customers or Covered Persons, may be included in industry and scientific presentations and publications. All research will comply with the requirements of an independent institutional review board.

In cases where Go365 is interested in pursuing research with a specific organization, the research team will notify and obtain approval from the group before initiating these studies.

Reporting

Go365 will make standard reports available to Customer which summarizes completion of Covered Persons' key activities, Status, Reward expenses, and other aggregate measures with analysis. Fees may apply for custom reporting or data file transmissions as defined in **Appendix A** as attached to this Statement of Work. Customized reporting is available on a limited basis and is subject to NCQA accreditation guidelines, the Go365 Notice of Privacy Practices, and legal and business approval.

Go365 will not share personal health information (PHI) with employers.

Go365 Payment and Pricing Terms

Humana Wellness payment terms are as outlined in the Agreement. Pricing terms for Go365 services are outlined in **Appendix A** as attached to this Statement of Work.

Go365 Services Timeline

The timeline for standard implementation is sixty (60) days from the date of the signed Agreement. Implementation work will not begin until the Agreement is executed and confirmation of a valid test Eligibility File has been delivered by the Customer and has been approved by Humana Wellness.

Term of Statement of Work

The term of this Statement of Work shall be effective as of 01/01/2021 , ending on 12/31/2021 .

STATEMENT OF WORK

Signatures

This Statement of Work has been executed by the Parties' duly authorized representatives whose signatures appear below.

Jenny Lawrence

Printed Name of Customer Representative

Benefits Administrator

Representative's Title

Jenny Lawrence
Jenny Lawrence (Dec 7, 2020 08:38 CST)

Representative's Signature

12/07/2020

Date

City of Sheboygan

Full Legal Business Name

Jeffrey Reid

Printed Name of Humana Wellness Representative

Senior Vice President

Representative's Title

Jeffrey Reid

Representative's Signature

12/07/2020

Date

Humana Inc.

Company

STATEMENT OF WORK

Appendix A: Go365 Pricing

For clarity purposes, per “**eligible member**” below means “**Covered Person**” as defined in the Humana Wellness Services Agreement. Fees are billed based on the eligible member per month, not based on active participation by Covered Persons. Eligibility cannot be determined by member opt in and cannot be defined as active participation in the program.

Go365 Services	Fees
Go365 01/01/2021-12/31/2021	\$3.99 per eligible member per month (PMPM) Total Administration Fee*
*Fees do not apply to any eligible dependent children.	
<p>The Go365 fee includes:</p> <ul style="list-style-type: none"> - Standard employee and employer reporting. Additional charges apply for custom reporting. - Standard data feeds accommodating eligibility and participating network fitness facilities. Data feeds will be reviewed on a case by case basis and may be subject to an additional charge. <i>Note: Inbound medical preventive file feeds are only available to Customers with 1,000+ employees.</i> - Standard electronic communication materials. Additional charges apply for printing and mailing materials. Humana Wellness cannot accommodate customized communications. - Additional services listed below are not part of the Total Administration Fee and will be charged to Customer in addition to the Total Administration Fee. 	
Biometric Screening Services	Biometric Screening and Rewards Fees
<p>Retail Biometric Screenings</p> <p>Humana Wellness contracts with retail biometric screening vendors that will perform biometric screenings for the Customer's Covered Persons.</p>	<p>\$53.00 per biometric screening (subject to change due to standard rate inflation, not to exceed \$60.00 during the contract period)</p> <p>Humana Wellness will bill the Customer upon receipt of the invoice from the vendor. Customer will submit payment to Humana Wellness at the following address:</p> <p>Harris, Rothenberg International Inc. d/b/a Humana Wellness Attn: Lockbox 3594 3594 Reliable Parkway Chicago, IL 60686-0035</p>
Redeemed Rewards	Rewards redeemed by Covered Persons will be charged to Customer by Humana Wellness.
Go365 Fee Term	
The Go365 monthly fees presented in this Appendix A are valid for the period of time beginning on effective date 01/01/2021 and ending on 12/31/2021 , except as otherwise stated.	

STATEMENT OF WORK

Go365 Customization Fees	
Custom Reporting	The Go365 program offers employer groups self-service access to several standard reports at no additional charge. Requests to customize these reports or to send these reports to the employer group or to a third party via a data feed are subject to an additional fee which will be priced based upon request and frequency.

STATEMENT OF WORK

Appendix B: Data Exchange and Integration Capabilities

Data Source or Type	Data Exchange and Integration Capabilities	How the Data is Used
Health Plan Claims or Encounter Data	Go365 can integrate specific claims and encounter information for Rewards fulfillment from Humana and non-Humana sources	<ul style="list-style-type: none"> Required for administering certain Rewards such as preventive health screenings
Demographic Data	Go365 can integrate and exchange gender and date of birth data from both Humana and non-Humana partner sources	<ul style="list-style-type: none"> Required for identifying risk factors and creating a personalized program experience Data may also be used for administering certain Rewards
Biometric Data	<p>Go365 can integrate biometric screening and lab data from Humana-contracted and non-contracted labs and medical providers</p> <p>Providers can also submit biometric screening data from onsite health clinics and employer-sponsored health fairs</p>	<ul style="list-style-type: none"> Required for identifying certain risk factors and creating personalized activities using biometric data such as blood pressure, height, weight, and cholesterol Data may also be used for administering certain Rewards
Medical Providers	Go365 can integrate data such as biometric screening values and flu shot information from Humana and non-Humana medical providers and partner sources	<ul style="list-style-type: none"> Not required, but can be utilized for identifying risk factors or creating personalized experiences Required for administering certain Rewards
Data Aggregators	<p>Go365 can exchange data with third party data aggregators or non-Humana partner sources</p> <p>Go365 can exchange program activity data such as completion of Health Assessment, and Biometric Screening and Points earned (Status) by engaging in activities in the Program</p>	<ul style="list-style-type: none"> Not required for identifying risk factors or creating personalized experiences unless the aggregator is for demographics; then required Required for administering certain Rewards if Customer uses a data aggregator for other services that support administering certain Rewards
Pharmacy Benefit Management Organizations	Go365 does not integrate or exchange pharmacy data at this time	Not applicable
Managed Behavioral Health Organizations	Go365 does not integrate or exchange behavioral health data at this time	Not applicable
Disease Management Organizations	Go365 does not integrate or exchange disease management data at this time	Not applicable

STATEMENT OF WORK

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HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "**Agreement**") is entered into by and among City of Sheboygan ("**Customer**"), who maintains a health and wellness program ("**Program**") that is a signatory to this Agreement, and Harris, Rothenberg International Inc. d/b/a Humana Wellness, and its subsidiaries or affiliates ("**Humana Wellness**"), who is a provider of Wellness Services under the "**Wellness Services Agreement**". Any capitalized term used but not defined in this Agreement shall have the same meaning ascribed to such term in the Wellness Services Agreement.

This Agreement is effective as of 01/01/2021 .

In consideration of the mutual promises below and the exchange of information described herein, the Parties agree as follows:

1. In connection with providing Wellness Services under the Wellness Services Agreement, Humana Wellness receives certain information relating to individuals of the Program ("**Information**"), some of which may constitute Protected Health Information (defined below). In this regard:
 - a. Definitions. The following terms shall have the meaning set forth below:
 - (1) ARRA. "**ARRA**" means the American Recovery and Reinvestment Act of 2009.
 - (2) C. F. R. "**C. F. R.**" means the Code of Federal Regulations.
 - (3) Designated Record Set. "**Designated Record Set**" has the meaning assigned to such term in 45 C. F. R. 160.501.
 - (4) Discovery. "**Discovery**" shall mean the first day on which a Security Breach is known to Humana Wellness (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Humana Wellness), or should reasonably have been known to Humana Wellness, to have occurred.
 - (5) Electronic Health Record. "**Electronic Health Record**" means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.
 - (6) Electronic Protected Health Information. "**Electronic Protected Health Information**" means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of "Protected Health Information", as defined in 45 C. F. R. 160.103.
 - (7) Protected Health Information. "**Protected Health Information**" shall have the same meaning as the term "Protected Health Information", as defined by 45 C. F. R. 160.103, limited to the information created or received by Humana Wellness from or on behalf of the Customer.
 - (8) Required by Law. "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C. F. R. 164.501.
 - (9) Secretary. "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his designee.

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

- (10) Security Breach. “**Security Breach**” means the unauthorized acquisition, access, use or disclosure of Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Security Breach does not include:
- (i) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Humana Wellness if:
 - (a) such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with Humana Wellness; and
 - (b) such information is not further acquired, accessed, used or disclosed by any person; or
 - (ii) any inadvertent disclosure from an individual who is otherwise authorized to access Protected Health Information at a facility operated by Humana Wellness to another similarly situated individual at the same facility; and
 - (iii) any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.
- (11) Security Breach Compliance Date. “**Security Breach Compliance Date**” means the date that is thirty (30) days after the Secretary publishes interim final regulations to carry out the provisions of Section 13402 of Subtitle D (Privacy) of ARRA.
- (12) Security Incident. “**Security Incident**” shall have the same meaning as the term “security incident” in 45 C. F. R. 164.304.
- (13) Unsecured Protected Health Information. “**Unsecured Protected Health Information**” means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.
- b. The Parties acknowledge that Humana Wellness is a Wellness Services provider with respect to the Program under the Wellness Services Agreement. This Agreement pertains to Protected Health Information and Protected Health Information in the possession or control of Humana Wellness in connection with services provided under the Wellness Services Agreement, and in that respect complements or amends any provisions respecting confidentiality of Protected Health Information expressed in the Wellness Services Agreement. However, unless this Agreement specifically describes an administrative service and obligates Humana Wellness to provide it, nothing in this Agreement shall operate to modify or enlarge the scope of administrative services to be provided by Humana Wellness, which are otherwise described in the Wellness Services Agreement.

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

2. With respect to Protected Health Information, generally, the following provisions apply:
- a. The Parties acknowledge that in the course of performing their respective duties under the Wellness Services Agreement, they may acquire or obtain access to or knowledge of Protected Health Information. This information is at all times the property of the Customer and not Humana Wellness, even if it is received by Humana Wellness. Information of this nature that is received by Humana Wellness will be deemed to be information received on behalf of the Customer. However, information that is produced incidentally through application of the computer systems employed by Humana Wellness in the course of providing services under the Wellness Services Agreement will not be considered property of the Customer or any Covered Person, if it is not specific to the Program or not material to Program administration.
 - b. The Parties agree to cooperate in order to safeguard Protected Health Information to ensure that the information remains confidential and is not improperly disclosed. The Parties will make sure that individuals under their direct control, respectively, who perform functions that may bring those individuals into contact with Protected Health Information are made familiar with the confidentiality obligations set forth in this Agreement, appropriately trained in privacy policies directed at safeguarding against improper disclosure, and abide by those requirements as minimum safeguards against improper disclosure. The Parties acknowledge with respect to Protected Health Information that disclosure is improper if it is not allowed by law or made for any purpose other than Program administration or benefits delivery. Disclosure to individuals who perform Program-related functions under the auspices of the Customer or health care provider may be proper, if the disclosure is allowed by law and made for Program purposes. Furthermore, the Customer further represents and warrants that security controls, restrictive processes, and other appropriate safeguards have been put in place between the employer of a Covered Person and the Program to protect Protected Health Information from improper disclosure.
 - c. Humana Wellness will afford access to Protected Health Information or other personal information received by it to the Customer, as permitted under this Agreement and by law. Humana Wellness will afford access to this information to other persons only as reasonably directed in writing by the Customer, with due regard for confidentiality, and Humana Wellness shall have no further obligation with respect to that information. Except as provided in this Agreement, Humana Wellness will disclose Protected Health Information to a third party only if authorized by an ancillary agreement respecting confidentiality. Humana Wellness is directed to afford access to Protected Health Information to the persons listed in **Attachment A**, under circumstances where disclosure is appropriate and necessary.
 - d. In connection with performing its obligations under this Agreement, it may become necessary for Humana Wellness to disclose to the Customer, their designees or third parties under contract with either of them ("**Recipients**", for purposes of this Section) trade secret and/or proprietary information of Humana Wellness. The Customer agrees to safeguard and ensure the confidentiality of such trade secret and/or proprietary information, which shall include information relating to (i) the business of Humana Wellness, its Affiliates, their clients and representatives, (ii) third parties under contract with Humana Wellness, (iii) service provider arrangements or contracts, (iv) service provider network arrangements or contracts, and (v) documentation relating to the computer systems utilized by Humana Wellness.

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

- (1) Access to the trade secret and/or proprietary information described above will be permitted for Recipients only; it may be used by Recipients only in a manner necessary to accomplish the purposes described above with respect to Protected Health Information and other personal information; and it may not be disclosed to any third parties, including their employees that do not have a need to know, without authorization by Customer (except as may be required by order of a court or regulatory agency of competent jurisdiction). Access to such records or information does not constitute a transfer of ownership, permission to appropriate, or license to use the same for any purpose not contemplated under this Agreement.
 - (2) The Customer understands and agrees that the Customer (or its designee) must recognize and abide by restrictions upon disclosure of information and/or systems that are imposed by contracts between Customer and third parties or by law, regulation, or order of a court or regulatory agency.
 - e. Upon termination of this Agreement, records containing Protected Health Information in the possession of Humana Wellness will be either delivered to the Customer or destroyed when Humana Wellness's records retention obligations have been fulfilled. If such delivery or destruction is not feasible, the protections of this Agreement will continue to apply to those records and further uses and disclosures of the Protected Health Information or other personal information shall be limited to those purposes that make the return or destruction of the information infeasible.
 - f. The Customer and Humana Wellness agree that they will require other persons or entities that receive Protected Health Information and/or trade secret or proprietary information in connection with and as permitted by this Agreement to agree in writing to observe the protections described herein as minimum safeguards against improper disclosure of such information.
3. With respect to Protected Health Information, specifically, the following provisions apply:
- a. Humana Wellness and the Customer, intend to protect the privacy and provide for the security of Protected Health Information disclosed to Humana Wellness pursuant to this Agreement in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (C. F. R.), as the same may be amended from time to time and other applicable state and federal laws, rules and regulations.
 - b. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that further amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of Protected Health Information.

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

c. Obligation of Humana Wellness.

- (1) Permitted Uses and Disclosures. Humana Wellness may create, use and/or disclose Protected Health Information of Covered Persons pursuant to this Agreement provided that such use and/or disclosure would not violate the Privacy and Security Rules if done by Customer or the minimum necessary policies and procedures of the Program, for the proper management and administration of Humana Wellness or to carry out the legal responsibilities of Humana Wellness, provided that such disclosures are Required by Law, or Humana Wellness obtains reasonable assurances from the person to whom the information is disclosed that the Protected Health Information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which the Protected Health Information was disclosed to the person, and the person notifies Humana Wellness of any instances of which the person is aware in which the confidentiality of the Protected Health Information has been breached.
- (2) Specific Use and Disclosure Provisions.
 - (i) Except as otherwise prohibited by this Agreement, Humana Wellness may use Protected Health Information for the proper management and administration of Humana Wellness or to carry out the legal responsibilities of Humana Wellness.
 - (ii) Except as otherwise prohibited by this Agreement, Humana Wellness may disclose Protected Health Information for the proper management and administration of Humana Wellness, provided that disclosures are Required by Law, or Humana Wellness obtains reasonable assurances 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 the person notifies Humana Wellness of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Security Breach and Security Incident notifications requirements of this Agreement.
 - (iii) Except as otherwise prohibited by this Agreement, Humana Wellness may use Protected Health Information to provide data aggregation services to the Customer as permitted by 42 C. F. R. 164.504(e)(2)(i)(B).
 - (iv) Humana Wellness may use Protected Health Information to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(1).
- (3) Data Aggregation Services. For purposes of this Section, "**Data Aggregation**" means, with respect to Protected Health Information pertaining to Covered Persons in the possession of Humana Wellness by virtue of the Wellness Services Agreement, the combining of such Protected Health Information by Humana Wellness with the Protected Health Information received by Humana Wellness in its capacity as a Wellness Services provider of another Covered Entity, as that term is defined under HIPAA to permit data analyses that relate to the operations of the respective Covered Entities.

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

- (4) Safeguards. Humana Wellness shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as specifically provided for by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy; and (ii) a program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Humana Wellness's operations and the nature and scope of his/her/its activities; and (iii) appropriate confidentiality agreements with all employees, subcontractors, independent contractors and any entity to which Humana Wellness has delegated or sub-delegated his/her/its rights, duties, activities and/or obligations under this Agreement which contain terms and conditions that are the same or similar to those contained in this Agreement.
- (5) Reporting of Disclosures and Mitigation. Humana Wellness shall provide written notice within five (5) calendar days to Customer of any use or disclosure of Protected Health Information other than as specifically provided for by this Agreement. Such notice shall be provided in the manner set out in this Agreement. Humana Wellness agrees to mitigate, to the extent practicable, any harmful effect that is known to Humana Wellness of a use or disclosure of Protected Health Information by Humana Wellness in violation of the requirements of this Agreement.
- (6) Contractors. It is understood and agreed that Humana Wellness shall maintain written confidentiality agreements with contractors, including without limitation subcontractors and independent contractors, as necessary to perform the services required under this Agreement, in a form consistent with, the terms and conditions established in this Agreement. Humana Wellness shall ensure that any agents, including subcontractors, to whom it provides Covered Person's Protected Health Information received from, created by, or received by Humana Wellness on behalf of the Program agree to the same restrictions and conditions that apply to Humana Wellness with respect to such Protected Health Information.
- (7) Availability of Information. Humana Wellness shall prepare, maintain and retain records relating to the use and disclosure of Protected Health Information in such form and for such time periods as required by applicable state and federal laws, rules and regulations, and in accordance with such standards. The Customer may obtain, copy and have access, upon reasonable request, to any administrative or financial record of Humana Wellness related to the use and disclosure of Protected Health Information. Copies of such records shall be provided to Customer by Humana Wellness upon reasonable request of Customer, which includes the scope of the request, at no additional cost to Customer.
 - (i) Humana Wellness shall make Protected Health Information available to Customer as reasonably required to fulfill Customer's obligations to amend such Protected Health Information pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 C. F. R. Section 164.526 and Humana Wellness shall, as directed by Customer, incorporate any amendments to Protected Health Information into copies of such Protected Health Information maintained by Humana Wellness.

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

- (ii) If so directed by Customer, Humana Wellness will provide access to Protected Health Information by Covered Persons, provide copies of Protected Health Information to Covered Persons, and provide an accounting to Covered Persons or to the Customer, as directed by the Customer, of disclosures by Humana Wellness for purposes other than Program operation or delivery that are improper disclosures under HIPAA and the HIPAA Privacy Regulations, but only with respect to Protected Health Information in Humana Wellness's possession and under its control at the time of such disclosure.
 - (iii) However, Humana Wellness will not be responsible for determining the rights of Covered Persons to acquire access to Protected Health Information concerning them (whether or not such information is at any time in the possession of Humana Wellness).
- (8) Amendment of Protected Health Information. Humana Wellness shall make Protected Health Information available to the Customer as reasonably required to fulfill the Customer's obligations to amend such Protected Health Information pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 C. F. R. Section 164.526, and Humana Wellness shall, as directed by Customer, incorporate any amendments to Protected Health Information into copies of such Protected Health Information maintained by Humana Wellness. However, Humana Wellness will not be responsible for determining the rights of Covered Persons to modify Protected Health Information concerning them (whether or not such information is at any time in the possession of Humana Wellness).
- (9) Internal Practices. Humana Wellness shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, created by, or received by Humana Wellness on behalf of the Customer available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Humana Wellness's compliance with HIPAA and the HIPAA Regulations.
- (10) Notification of Breach. During the term of the Wellness Services Agreement, Humana Wellness agrees to report to the Customer any Security Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than ten (10) calendar days after Discovery of a Security Breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Humana Wellness, to have been, accessed, acquired, or disclosed in connection with such Security Breach. In addition, Humana Wellness shall provide any additional information reasonably requested by the Customer for purposes of investigating the Security Breach. Humana Wellness's notification of a Security Breach under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

Breach notifications must be reported to the Customer by one (1) of the following methods:

By Mail:

By Phone: 9204593316

By Email: jenny.lawrence@sheboyganwi.gov

- (11) With respect to Electronic Protected Health Information, Humana Wellness shall implement and comply with (and ensure that its subcontractors implement and comply with) the administrative safeguards set forth at 45 C. F. R. 164.308, the physical safeguards set forth at 45 C. F. R. 310, the technical safeguards set forth at 45 C. F. R. 164.312, and the policies and procedures set forth at 45 C. F. R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Customer. Humana Wellness acknowledges that, effective the later of the Effective Date of this Agreement or February 17, 2010, (i) the foregoing safeguard, policies and procedures requirements shall apply to Humana Wellness in the same manner that such requirements apply to Customer, and (ii) Humana Wellness shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- (12) With respect to Electronic Protected Health Information, Humana Wellness shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.
- (13) Humana Wellness shall report to Customer any Security Incident of which it becomes aware.

d. Obligations of the Customer.

- (1) The Customer will use appropriate safeguards to maintain the confidentiality, privacy and security of Protected Health Information in transmitting same to Humana Wellness pursuant to the Arrangement and this Agreement.
- (2) The Customer shall notify Humana Wellness of any limitation(s) in the Customer's notice of privacy practices that the Customer produces in accordance with 45 C. F. R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect Humana Wellness's use or disclosure of Protected Health Information.
- (3) The Customer shall provide Humana Wellness with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Humana Wellness's use or disclosure of Protected Health Information.

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

- (4) The Customer shall notify Humana Wellness of any restriction to the use or disclosure of Protected Health Information that the Customer has agreed to in accordance with 45 C. F. R. 164.522, to the extent that such restriction may affect Humana Wellness's use or disclosure of Protected Health Information.

- e. Audits, Inspection and Enforcement. From time to time upon reasonable notice, or upon a reasonable determination by the Customer that Humana Wellness has breached this Agreement with respect to Protected Health Information, the Customer may inspect the facilities, systems, books and records of Humana Wellness to monitor compliance with this Agreement. Humana Wellness shall promptly remedy any violation of any term of this Agreement and shall certify the same to the Customer in writing. Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. In addition, waiver of one of the remedies available to either Party in the event of a default or breach of this Agreement by the other Party, shall not at any time be deemed a waiver of a Party's right to elect such remedy (ies) at any subsequent time if a condition of default continues or recurs.

To the extent that the Customer determines that such examination is necessary to comply with the Customer's legal obligations pursuant to HIPAA relating to certification of its security practices, the Customer or the Customer's authorized agents or contractors, may, at the expense of either of them, examine Humana Wellness's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to the Customer the extent to which Humana Wellness's security safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

4. Termination.

- a. Material Breach. Notwithstanding anything to the contrary in the Wellness Services Agreement or this Agreement, a breach by Humana Wellness of any provision of this Agreement respecting Protected Health Information, as reasonably determined by the Customer, shall constitute a material breach of the Wellness Services Agreement providing grounds for immediate termination of the Wellness Services Agreement.
- b. Reasonable Steps to Cure Breach. Humana Wellness shall take reasonable steps to alleviate any potential, alleged or actual violations of permitted disclosures of Protected Health Information. If Humana Wellness's efforts are unsuccessful, Customer may: (i) terminate the Wellness Services Agreement immediately or (ii) if termination of the Wellness Services Agreement is not feasible, report Humana Wellness's breach or violation to the Secretary of the Department of Health and Human Services.
- c. Judicial or Administrative Proceedings. Either Party may terminate the Wellness Services Agreement, effective immediately, if: (i) the other Party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other Party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the Party has been joined.

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

- d. Effect of Termination. Upon termination of the Wellness Services Agreement for any reason, Humana Wellness shall return or destroy all Covered Person Protected Health Information or Protected Health Information created or received by Humana Wellness with respect to the Customer that Humana Wellness still maintains in any form, and shall retain no copies of such Protected Health Information or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such Protected Health Information to those purposes that make the return or destruction of such Protected Health Information infeasible. The Customer shall have the final determination on whether Humana Wellness may destroy documents as opposed to returning the originals.
5. Indemnification. The Customer and Humana Wellness will indemnify, hold harmless, and defend each other from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of a Party under this Agreement respecting Protected Health Information; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the Party's performance under this Agreement.
6. Disclaimer. Humana Wellness makes no warranty or representation that compliance by Humana Wellness with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for the Customer's own purposes or that any information in the Customer's possession or control, or transmitted or received by the Customer, is or will be secure from unauthorized use or disclosure. The Customer is solely responsible for all decisions made by it regarding the safeguarding of Protected Health Information.
7. Assistance in Litigation or Administrative Proceedings. Humana Wellness shall make itself, and any subcontractors, employees or agents assisting Humana Wellness in the performance of its obligations under this Agreement, available, at no cost to the Customer, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Customer, or the Customer's directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy attributable to Humana Wellness, except where Humana Wellness or its contractor, employee or agent is a named adverse Party.
8. No Third Party Beneficiaries. The Parties have not created and do not intend to create by this Agreement any third party rights under this Agreement, including but not limited to Covered Persons. There are no third party beneficiaries to this Agreement.
9. Receipt of Protected Health Information. Humana Wellness's receipt of Covered Person's Protected Health Information pursuant to the transactions contemplated by the Wellness Services Agreement shall be deemed to occur beginning on the execution date below, and Humana Wellness's obligations under this Agreement shall commence with respect to such Protected Health Information upon such receipt.
10. Interpretation. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations. In the event of any irreconcilable conflict between this Agreement and the Wellness Services Agreement as to the subject matter referenced herein, this Agreement shall control.

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

11. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, both Parties agree to negotiate in good faith any necessary amendment of this Agreement. Such amendment shall not be effective until both Parties have agreed in writing to its terms.
12. Survival. The respective rights and obligations of Humana Wellness under Sections 4(d) of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

Harris, Rothenberg International Inc.
d/b/a Humana Wellness:

By: Jeffrey Reid

Name: Jeffrey Reid

Title: Senior Vice President

Date: 12/07/2020

Address for Notice:

Humana Inc.
Jeffrey Reid (HUM 20)
c/o Lou Pate-Turner
500 W Main Street
Louisville, KY 40202

COPY TO:

Humana Inc.
500 West Main Street
Louisville, KY 40202
Attention: Law Department

By: Jenny Lawrence
Jenny Lawrence (Dec 7, 2020 08:38 CST)

Name: Jenny Lawrence

Title: Benefits Administrator

Date: 12/07/2020

Address for Notice:

828 Center Ave., Suite 112
Sheboygan, WI 53081

COPY TO:

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

Attachment A: Persons Authorized to Receive Protected Health Information on behalf of the Customer

Individual's Name: Jenny Lawrence
Title: Benefits Administrator
Company Name: City of Sheboygan
Address: 828 Center Ave., Suite 112
City / State / Zip: Sheboygan, WI 53081
Telephone No.: 920-459-3316
FAX No.: 920-459-0232
E-Mail Address: jenny.lawrence@sheboyganwi.gov

Individual's Name:
Title:
Company Name:
Address:
City / State / Zip:
Telephone No.:
FAX No.:
E-Mail Address:

Individual's Name:
Title:
Company Name:
Address:
City / State / Zip:
Telephone No.:
FAX No.:
E-Mail Address:

Individual's Name:
Title:
Company Name:
Address:
City / State / Zip:
Telephone No.:
FAX No.:
E-Mail Address:

Individual's Name:
Title:
Company Name:
Address:
City / State / Zip:
Telephone No.:
FAX No.:
E-Mail Address:

Add additional names as necessary