



Exhibit A to the Client Services Agreement

Client Signature: Albert Thurman

Date: 5/10/18

CHP Signature: _____

Date: _____

Client Name: City of Powder Springs

Service Term: From: June 1, 2018 To: February 28, 2019

Participant/Locations Count:

Location: Powder Springs, GA Eligible Employees: 59

Total Eligible Employees: 59

Pricing & Payment Terms:

Primary Services:

Item	Billing Criteria	Eligible Employee Count	Price per Eligible Employee per Month (PEPM)	Price per Eligible Employee per Year (PEPY)	Annual Fee	20% due at Agreement Signing (no later than 5-15-18)	Monthly Recurring Payments (8 equal installments) beginning 7-1-18)
Prima Program	PEPY Eligible Employees	59	\$49.33	\$444.00	\$26,196.00	\$5,239.20	\$2,619.60
Healthy Break - Snack & Incentive Budget	NA	NA	NA	NA	\$1,200.00	\$240.00	\$120.00
Management Fee	NA	NA	NA	NA	\$2,500.00	\$500.00	\$250.00
					\$29,896.00	\$5,979.20	\$2,989.60

Optional Services:

Item	Fees	Initialed By Client if option is selected
Screening & Results Coaching for Spouses	One-Time Fee of \$89.00 per participating spouse	
Live Better Feel Better Weight Loss Program (12 sessions)	\$1,250.00 (Maximum class size of 15)*	
Tobacco Cessation Program (8 sessions)	\$1,000.00 (Maximum class size of 15)*	

* These prices will be applied for all groups not included in list of services below. If Client and CHP mutually agree to allow additional participants per group, there will be a materials charge of \$40.00 for each additional participant

To the extent the client chooses to engage new employees during the year, they will be charged the following pro-rated percentage of the PEPY:

1st Quarter of the Program	100%
2nd Quarter of the Program	75%
3rd Quarter of the Program	50%
4th Quarter of the Program	Not eligible

Services Included:

- ✓ **Participant Web Portal** – Used for collection and storage of individual participant data, completion of the Wellness Assessment/HRA, scheduling of health screening, appointment reminders, reporting of aggregate information, etc.
- ✓ **Review & Planning Session** – CHP Team meets with Client to familiarize themselves with company culture, determine best locations, dates, and times for screenings and results coaching, discuss communication of the program to employees (kick-off meetings), schedule additional meetings with department heads if necessary, discuss time-line and other aspects of the program (healthy breaks, wellness committee, etc.)
- ✓ **Online Wellness Assessment/Health Risk Assessment** - A census of client employees is imported into our web portal and assigned a unique Member ID to complete and access their Wellness Assessment/HRA
- ✓ **Biometric Screening** – CHP Screening Team collects body measurements (height, weight, waist circumference, % body fat, and blood pressure) and blood draw (Total Cholesterol, HDL, LDL, Triglycerides, and fasting glucose or A1C). CHP staff will confirm that all paperwork and the Wellness Assessment/HRA have been completed and schedule their follow up appointment with the CHP Health Coach to review their results. There is generally no more than one onsite health screening event per 50 employees.
- ✓ **Individual Risk Assessment Report** – A comprehensive report of the participant's overall health will be available for review on the web portal within five business days of the screening.
- ✓ **Monthly Progress Report** – provided by the CHP Program Manager, this report provides the client with updates on key initiatives, past accomplishments, calendar of events, coaching metrics, participant success stories, etc.
- ✓ **Aggregate Management Report** – After completion of the screening process, a comprehensive Health Management Aggregate Report and an Executive Summary will be presented to the client. This report will contain valuable information including the number of employees who are in a chronic disease state or at risk for future chronic disease.
- ✓ **Incentive Management** – The CHP Program Manager along with the internal CHP support team will track and report on participant compliance and provide Client with timely and accurate information for related payroll adjustments or account contributions.
- ✓ **Cohort Report** – Beginning with the second program year (following the second screening) and every year thereafter, CHP will prepare and present a comprehensive Cohort Report that will provide a comparison of risk levels and risk factors for those employees that participated in each of the screenings for each of the program years.
- ✓ **30 minute one-on-one Results Coaching Session with CHP Health Coach** – Participants will be scheduled post-screening for a session with a CHP Health Coach to review in detail and answer any questions they may have regarding their health risk report. Participants will also work out health goals with action plans and discuss how to overcome obstacles.
- ✓ **Ongoing 15 minute one-on-one Follow-Up Coaching Sessions with CHP Health Coach** – In Follow Up Coaching Sessions, the CHP Health Coach reviews progress, addresses barriers, and revises the individual's plan and goals. The frequency of coaching sessions is based on the risk level of each participant. While we can modify frequency to the needs of the Client, we recommend the following:

High Risk:	Semi-Monthly
Moderate Risk:	Semi-Monthly
Low Risk:	Annually
- ✓ **Culture Building** – The CHP Program Manager will provide consultation, activities, and a road map for building a supportive culture in the workplace for the wellness program. This will include aspects such as creating a wellness team, conducting challenges (gamification) and education sessions (Healthy Breaks and/or Lunch & Learns), establishing a communication plan, consultation on incentive plans and recognition, and other culture-building activities.
- ✓ **Incentives Pass-Through** – Included in the price above is \$1200.00 in incentive money to be used at Client's discretion on awards, healthy break snacks, etc. For convenience sake, CHP will procure the various awards and snacks, but all tax related reporting and liabilities are the responsibility of the Client.
- ✓ **Weekly Meal Plan** – A simple, nutritious weekly dinner meal plan suitable for the whole family and developed by a registered dietitian to make healthy eating easy. Includes links to 5 healthy recipes with suggested side items and a grocery list.
- ✓ **Health Newsletter** – Monthly Electronic Newsletter with hand-picked articles and features designed to help individuals live a healthy and active life.



Services Included:

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Business Associate Agreement

As a business associate of the group health plan sponsored by City of Powder Springs, we recommend that a Business Associate Agreement be in place with City of Powder Springs, the covered entity. I am attaching our standard Business Associate Agreement template for your consideration.

Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), a HIPAA Business Associate Agreement (“BAA”) is a contract between a HIPAA covered entity (City of Powder Springs) and a HIPAA business associate (Corporate Health Partners). The contract protects protected health information (PHI) in accordance with HIPAA requirements. Further, the attached HIPAA BAA explicitly spells out how Corporate Health Partners will report and respond to a data breach.

Once you review, please return the completed and signed contract at your earliest convenience and I will return a copy of the fully executed version for your records.

Please do not hesitate to contact me if you have any questions.

Dayna Messina | Director of Administration
Privacy & Security Officer
Corporate Health Partners
2105 Barrett Park Drive, Ste 106
Kennesaw, GA 30144
O: 678 486 8610
C: 678 296 9357 | F: 678 486 8613
dayna.messina@chp-inc.com
<http://www.chp-inc.com>

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between **City of Powder Springs**, (herein referred to as “Covered Entity”) and **Corporate Health Partners, LLC** (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties”.

WHEREAS, Covered Entity and Business Associate entered into a business relationship for services memorialized in one or more separate agreements (the “Underlying Agreement(s)”), pursuant to which Business Associate is considered a “business associate” of Covered Entity, as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services, as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and/or the Final Omnibus Rule, issued January 25, 2013 (the “Final Rule”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate involves the exchange of Protected Health Information (“PHI”), as that term is defined under HIPAA, as amended; and

For good and lawful consideration as set forth in the Underlying Agreement(s), Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA, as amended, its implementing regulations, the HITECH Act, the Final Rule, and applicable state law;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

A. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

B. Breach. “Breach” shall have the same meaning as the term “breach” in §13400 of the HITECH Act, as amended, and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information. However, an impermissible use or disclosure of PHI will be presumed to be a breach, unless the breaching party demonstrates that there is a low probability that the PHI has been compromised.

C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

D. Electronic Protected Health Information or e-PHI. “Electronic Protected Health Information” or “e-PHI” is a subset of Protected Health Information and shall mean Protected Health Information that is transmitted or maintained in any electronic media.

E. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and the Final Rule, and as may otherwise be amended from time to time.

F. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

G. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.

H. Security Incident. “Security Incident” shall mean the attempted, or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of information, or interference with the system operation of an information system.

I. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

J. Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and 164, Subparts A and C, as amended by the HITECH Act and the Final Rule and as may otherwise be amended from time to time.

K. Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

A. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement(s), provided that such use or disclosure would not violate the Privacy Rule, the Security Rule, or this Agreement.

B. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e).

C. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule and Security Rule, as required by the HITECH Act, as amended by the Final Rule, to the same extent as Covered Entity.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

A. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.

B. To the extent Business Associate creates, receives, maintains, or transmits e-PHI at any time during the term of this Agreement, Business Associate shall appropriately safeguard the e-PHI in the following manner: (a) develop, document, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and

availability of the e-PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Regulation, the HITECH Act, and amendments thereto; (b) ensure that any agent, including a subcontractor, to whom Business Associate provides e-PHI agrees to implement reasonable and appropriate safeguards to protect the e-PHI; and (c) report any Security Incident of which the Business Associate becomes aware.

C. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement, including, but not necessarily limited to, Breaches of Unsecured PHI, as required by 45 CFR 164.410.

D. Business Associate shall promptly notify Covered Entity of a Breach of Unsecured PHI following the first day on which Business Associate (or Business Associate's employer, officer, director, or agent) knows of such Breach. Business Associate's notification to Covered Entity hereunder shall:

1. Be made directly to Covered Entity, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;

2. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and

3. Be in substantially the same form as **Exhibit A** hereto.

E. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate, and any subcontractor, if applicable, shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

F. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from Covered Entity, or that created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

G. To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual, or the Individual's designee, in order to meet the requirements under 45 CFR §164.524. In the case that the Business Associate uses or maintains e-PHI, the entity shall provide access to such information in electronic format, at the request of Covered Entity, or, as directed by Covered Entity, to an Individual, or the Individual's designee, in order to meet the requirements under 42 U.S.C. § 17935(e).

H. To the extent applicable, Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, or the Individual's designee.

I. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to allow Covered Entity to respond to the Individual's request. Alternatively, Business Associate agrees to provide such an accounting of disclosures made by Business Associate directly to an Individual, if Business Associate receives a request for same directly from the Individual and Covered Entity instructs Business Associate to do so.

K. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

L. Business Associate shall make, and shall direct any subcontractor business associate to make, its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy and Security Rules. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate, and Business Associate shall direct any subcontractor business associate to do the same.

M. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).

N. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out legal responsibilities of Business Associate, provided that disclosures are Required By Law, or Business Associate 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall be effective as of the date the Underlying Agreement(s) is effective, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;

2. Immediately terminate this Agreement if Business Associate, or one of its subcontractors, has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

3. Should Business Associate make a disclosure of PHI in violation of this Agreement, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement(s).

V. CONSIDERATION. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. MODIFICATION. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, HIPAA, the HITECH Act, and/or any amendments thereto.

VII. INTERPRETATION OF THIS CONTRACT IN RELATION TO OTHER CONTRACTS BETWEEN THE PARTIES. Should there be any conflict between the language of this contract and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

VIII. COMPLIANCE WITH STATE LAW. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under Georgia state law and is subject to the provisions of Georgia state law. If the HIPAA Privacy or Security Rules and Georgia state law conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

IX. MISCELLANEOUS.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Rule.

B. Regulatory References. A reference in this Agreement to a section in the Privacy Rule and/or Security Rule means the section as in effect or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Attention: _____

Phone: _____

D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Corporate Health Partners, LLC
2105 Barrett Park Drive, Suite 106
Kennesaw, Georgia 30144

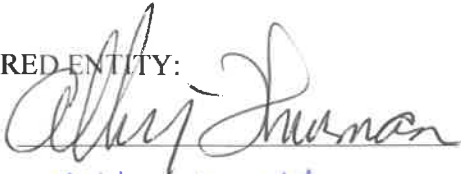
Attention: Dayna Schultze, Privacy & Security Officer

Phone: (678) 486-8610

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

By:



Name:

Albert Thurman

Title:

Mayor

Date:

5/10/18

BUSINESS ASSOCIATE:

By:

Name:

John O'Brian

Title:

CFO

Date:

EXHIBIT A
FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI

(See attached)

**FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section IIID(3) of the Business Associate Agreement between:

- _____ (Covered Entity), and
- **Corporate Health Partners, LLC** (Business Associate).

Business Associate hereby notifies Covered Entity that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

CORPORATE HEALTH PARTNERS CLIENT SERVICES AGREEMENT

This Client Services Agreement (this “**Agreement**”) is made and entered into this 1st day of June, 2018 by and between **Corporate Health Partners, LLC (“CHP”)** and the **City of Powder Springs (“Client”)**. CHP and Client may be collectively referred to as “**Parties**” or individually referred to as a “**Party**.”

1. Services.

(a) As part the CHP Health Management Program (the “**Program**”), CHP agrees to provide to Client and Client agrees to procure from CHP certain wellness-related services as further described in Exhibit A (“CHP Services”) in accordance with the terms and conditions of this Agreement.

(b) Exhibit A shall describe: (i) the Services, (ii) the agreed to term (“**Initial Service Term**”), (iii) the eligible employees, spouses, retirees (“**Members**”), (iv) the recurring (monthly) and non-recurring (provisioning or other) charges, and (v) such other information as may be necessary to reflect the specific CHP Services that the Parties have agreed to under this Agreement. Client acknowledges that CHP may provide the CHP Services through employees, agents, contractors, and any other persons or business entities, with which CHP may contract in its sole judgment.

2. Client Responsibilities. The Client agrees to the following:

(a) The outcome of the CHP Services with respect to its Members is dependent on the level of enthusiasm and support which Client’s executive management team demonstrates in connection with the CHP Services.

(b) CHP has provided Client with the following examples of positive management support which CHP has observed during other client engagements as being critical in ensuring the success of the Program within that client’s organization:

(i) The client assumes primary responsibility for promoting the CHP Services, enrolling employees, and setting up initial and subsequent screening appointments;

(ii) The client provides appropriate incentives to promote the CHP Services in order to maximize participation;

(iii) The client allows its Members to participate in the CHP Services on paid time;

(iv) The client provides CHP with a monthly list of new and terminated employees;

(v) The client makes its facilities available for CHP representatives to use when onsite and provides appropriate screening and office space and internet access;

(vi) The client establishes and enforces program compliance guidelines among its Members; and

(vii) The client establishes a “Wellness Team” made up of key Members that regularly meet with CHP representatives and take an active part in communicating the CHP Services to all Members.

(c) Client agrees to take all reasonable actions to support the CHP Services including, without limitation, by implementing the foregoing examples of support within its organization.

3. Pricing & Payment Terms.

(a) Pricing. As compensation to CHP for providing the Services, Client shall pay CHP the fees set forth on Exhibit A. Unless expressly provided otherwise on Exhibit A, the fees will be payable to CHP in accordance with Section 3(b) below.

(b) Payment Terms.

(i) The annualized fees will be due and payable as detailed on Exhibit A.

(ii) All incidental charges (as distinguished from the annualized fees) will be invoiced by CHP upon the incurrence or assessment thereof.

(iii) Client agrees to reimburse CHP for all reasonable travel costs (hotel, airfare, etc.) and out-of-pocket expenses incurred by CHP related to out-of-town trips that are requested and pre-approved by the Client.

(iv) Client shall pay all properly invoiced amounts within fifteen (15) days of Client's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

(c) Late Payments. CHP may terminate this Agreement immediately in the event any delinquent amount due hereunder is not paid by Client within fifteen (15) days of receipt of written notice from CHP of such delinquent amount. Upon termination of this Agreement for any reason, Client shall immediately pay the outstanding balance for unpaid invoices to date owed CHP under this Agreement, notwithstanding any claims or defenses which Client may have against CHP.

(d) New Members. New hires by Client who are eligible and enrolled members of the health plan (and new participating spouses (if any)), will be billed to Client per the prorated table provided on Exhibit A.

(e) Other. At the Client's discretion, spouses, adult dependents, or non-health plan member employees may participate in the Program as Members at the same PEPY as provided on Exhibit A.

(f) Terminated Employees. No credit will be applied for Members which lose their eligibility during the Term, including, without limitation, employees that are terminated during the Term.

(g) Fee Adjustments. The Parties agree that CHP may change its pricing or increase its fees specified on Exhibit A upon written notice to Client; provided that:

(i) CHP may only make such adjustments at the end of each contract year (i.e., anniversary date) during the Term; and

(ii) CHP must provide Client written notice of such adjustment or increase at least sixty (60) days prior to the end of such contract year.

(h) Taxes. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; *provided, that*, in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, CHP's income, revenues, gross receipts, personnel or real or personal property or other assets.

(i) Extended Service Term Fees. In connection with any Extended Service Term, the payment schedule for the annualized fees as described in Section 3(b) above shall continue to apply except that Client shall pay 20% of the annualized fees for the pending extension term thirty (30) days in advance of the commencement date of such Extended Service Term.

4. Term; Termination. The Initial Service Term of one-year is provided on Exhibit A. Thereafter, this Agreement shall continue for consecutive one-year terms (each, an "**Extended Service Term**" and, collectively with the Initial Service Term, the "**Term**") unless this Agreement is terminated upon the occurrence of any of the following:
 - (a) Either party, in its sole discretion, may terminate this Agreement, at any time without cause, by providing at least one hundred twenty (120) days' prior written notice to the other party.
 - (b) Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:
 - (i) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or
 - (ii) (A) becomes insolvent or admits its inability to pay its debts generally as they become due; (B) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (C) is dissolved or liquidated or takes any corporate action for such purpose; (D) makes a general assignment for the benefit of creditors; or (E) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - (c) CHP shall have the right to terminate this Agreement immediately as provided for in Section 3(c) if such delinquent payment is not made within 15 days of demand therefore.
 - (d) Upon termination of this Agreement for any reason, each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause. Notwithstanding the foregoing, CHP may retain one archival copy of all documents and other information related to the CHP Services provided under this Agreement (including, without limitation, those documents, records, files and information which include Confidential Information of Client); provided that CHP may only retain and use such information for archival or audit purposes or in defense of any claim made in connection with this Agreement.
5. Non-Exclusive Services. For the benefit of clarity, CHP retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.
6. Confidentiality of Business Information.
 - (a) Employees. Client and CHP acknowledge and agree that in the course of providing the Services to the Members, CHP will obtain certain confidential and sensitive information relating to the Members and their activities, habits, health history, etc. (the "**Member Information**"). Client acknowledges and agrees that Client shall have no right to receive the Member Information and that the Member Information shall not be distributed by CHP to any person or entity other than the respective Member or his or her guardian and his or her health care provider upon the written direction of the Member or his or her guardian.
 - (b) Confidential Information. "**Confidential Information**" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than

by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information. For the benefit of clarity, Confidential Information of Client shall include raw data collected from any third party payor and/or Client and/or its employees, including claims data, absenteeism, sick time, productivity, worker's compensation and attrition rate.

As used in this Agreement, "**Disclosing Party**" means a party that discloses Confidential Information under this Agreement and "**Receiving Party**" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

(c) Obligations to Protect. The Receiving Party agrees:

(i) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 6.

(ii) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement; and

(iii) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

(d) Compelled Disclosure. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(i) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

7. Confidentiality of Individually Identifiable Health Information.

(a) Definition. For purposes of this Agreement "**Individually Identifiable Health Information**" has the same meaning as set forth in 42 U.S.C. §1320d, which is any information, including demographic information, collected from an individual that has been received or created by Client and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual and identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

(b) Restrictions on Use and Disclosure. In addition, to the confidentiality provisions set forth in Section 6 of this Agreement, the Parties desire to comply with the Standards for Privacy of Individually Identifiable Health Information promulgated by the Department of Health and Human Services at 45 CFR parts 160 and 164, subparts A and E ("**Privacy Rule**") under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**").

- (i) The Parties shall not and shall ensure that its directors, officers, employees, contractors, and/or agents do not use or further use or disclose Protected Health Information (as defined in the Privacy Rule) in any manner that would constitute a violation of the Privacy Rule other than as permitted or required by Law; and,
 - (ii) The Parties agree to implement all necessary safeguards to prevent the use or disclosure of the Protected Health Information (as defined in the Privacy Rule) and to mitigate, to the extent practicable, any potential business pattern, practice or effect that is known to the Parties to be in violation of the requirements of the Privacy Rule.
 - (iii) The parties acknowledge and agree to cooperate and modify the terms of this Agreement for any changes to HIPAA or any related statutes and regulations which require modifications herein.
8. Non-solicitation. Client agrees that during the Term of this agreement and for a period of two (2) years thereafter, Client shall not without the express written consent of CHP (which consent may be withheld for any or no reason), (a) directly or indirectly, on its own behalf or on behalf of any other person or entity, encourage any person who is employed by, or consults with, CHP to terminate his or her employment or engagement, as the case may be or (b) directly or indirectly, solicit, take away, hire, employ or endeavor to employ or engage the services of any person (whether as an employee, independent contractor or consultant) who performed any work on behalf of CHP under this Agreement and who is at the time, or has been within the preceding six (6) month period, an employee or independent contractor of CHP.
9. Indemnification.
- (a) CHP Indemnification. Client shall defend, indemnify and hold harmless CHP and its officers, directors, shareholders, employees, representatives and agents (individually or collectively, the "**CHP Indemnified Parties**"), from any loss or damage sustained by a CHP Indemnified Party and from and against all claims (including costs of judgments, settlements, court costs and attorneys' fees) asserted against all or any of the Indemnified Parties arising in whole or in part out of (i) a failure of Client, its employees or agents to follow specifications, instructions, warnings or recommendations furnished by CHP, (ii) any misrepresentation by Client, its employees or agents, (iii) any breach by Client of the covenants or terms of this Agreement or (iv) the sole or contributing negligence of Client, its employees or agents.
 - (b) Client Indemnification. CHP shall defend, indemnify and hold harmless Client and its officers, directors, shareholders, employees, representatives and agents (individually or collectively, the "**Client Indemnified Parties**") from any loss or damage (including costs of judgments, settlements, court costs and attorneys' fees) sustained by Client Indemnified Parties and from any and all claims asserted against a Client Indemnified Party and arising in whole or in part out of (i) any breach by CHP of the covenants and terms of this Agreement, (ii) for the sole or contributing negligence of CHP, its employees, sales representatives, agents or clients (other than Client); or (iii) any violation of law by CHP in performing the CHP Services (except to the extent that CHP was taking such action at the specific instruction of Client).
10. Limitation of Liability. CHP shall not be liable, responsible or accountable to Client for any losses, damages, or injuries (whether direct, indirect, consequential or otherwise) or governmental assessments or penalties incurred by Client or resulting from or alleged to be resulting from any acts or omissions pertaining to CHP Services, except for (a) acts or omissions constituting fraud, willful misconduct, or gross negligence and (b) CHP's obligations to indemnify the Client Indemnified Parties pursuant to Section 9(b). Client acknowledges that federal laws and regulations, including the relevant provisions of HIPAA and the Affordable Care Act, regulate outcomes-based wellness programs and prohibit employer health plans from discriminating with respect to eligibility, benefits or premiums or contributions based on "health factors." Client has made its own determination that its plan is non-discriminatory and complies with all applicable laws

and regulations, including the relevant provisions of HIPAA and the Affordable Care Act, and CHP has made no representation to Client regarding the compliance of Client's plan with such laws and regulations. In the event a claim or assessment is made against Client regarding its plan's compliance with the non-discriminatory requirements, the liability for such claim or assessment rests with Client and CHP shall have no liability for such claim or assessment.

11. Independent Contractor. It is specifically understood and agreed by Client and CHP that CHP is not, by virtue of this Agreement, a servant, employee, joint venture, partner or agent of Client. CHP is and shall remain an independent contractor for purposes of providing the CHP Services under this Agreement. CHP is only under the control of Client in that Client may approve the results of CHP's work and terminate its association with CHP as provided in this Agreement, but Client shall not control the means by which CHP conducts its business. Neither party shall have the power or authority to bind the other party.
12. Notices. Any notice, designation, consent or approval required or permitted hereunder shall be made in writing and delivered personally or mailed by certified mail, return receipt requested, addressed to the parties as follows:

CHP: **Corporate Health Partners**
2105 Barrett Park Dr., Suite 106
Kennesaw, GA 30144
Attention: John O'Brian, CFO

Client: _____

All notices or other communications hereunder shall not be binding on either party hereto unless in writing and delivered to the other party hereto as set forth above. Notices shall be deemed duly delivered upon hand delivery, receipt of facsimile transmission thereof, or receipt of express or overnight delivery thereof at the addresses specified above or three (3) days after deposit thereof in the United States mail, postage prepaid, certified or registered mail. Any party may change its address for notice by delivery of written notice thereof in the manner provided above.

13. Miscellaneous.
 - (a) Proprietary Rights. Client agrees that names, marks and information of CHP and its subcontractors are proprietary to CHP and shall not be used by Client or its owners or employees or otherwise disclosed in any way to third parties, without the prior written consent of CHP first having been obtained. Any new product developments, forms or improvements of products and services of CHP or its subcontractors during the Term of this Agreement shall be the property of CHP and shall be deemed part of CHP names, marks and information.
 - (b) Entire Agreement. This Agreement contains the entire understanding among the parties hereto and supersedes any prior written or oral agreement between them respecting matters addressed herein. This Agreement shall not be effective until accepted in writing by authorized representatives of both CHP and Client.

- (c) Amendments. This Agreement may not be modified or amended except by an instrument in writing signed by duly authorized representatives of the parties hereto.
- (d) Waiver, Modification, Etc. No waiver by either party to require the performance by the other party of any of the terms of this Agreement shall in any way affect such party's right to enforce such terms, nor any such waiver on any one occasion be deemed a waiver of any other term hereof, or any breach hereof. No right under this Agreement may be waived and no modification or amendment to this Agreement may be made except by written agreement executed by the party to be charged.
- (e) Assignment; Change in Ownership. This Agreement shall not be assigned, transferred or pledged, by operation of or otherwise, by Client, and Client may not delegate any of its duties hereunder to another entity not controlled by Client, in each case without the express written consent of CHP. Any attempt by Client to assign, transfer or pledge, or make any other disposition of this Agreement or any of its rights, interests or benefits without CHP's consent shall be null and void (including, without limitation, any assignment or transfer or deemed assignment or transfer by merger, consolidation, change of control, sale of assets, assignment by operation of law or otherwise). This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. If there shall be a material change in ownership of Client, Client shall, within fifteen (15) days of such change, notify CHP in writing. CHP shall have the right in its sole discretion to terminate this Agreement in the event of such change in ownership by providing Client with thirty (30) days' written notice.
- (f) Governing Law; Injunctive Relief. This Agreement and any dispute, controversy or claim arising in connection with the construction, operation or enforcement of the provisions of this Agreement or the application or validity thereof (collectively, a "Dispute") will be governed by and in accordance with the substantive laws of the State of Georgia without reference to its conflicts of law provisions. The foregoing notwithstanding, it shall not be a breach of this Section 13(f) for either party to seek injunctive relief in any court of competent jurisdiction. Each party agrees that a court of competent jurisdiction may immediately enjoin any breach of this Agreement upon request of the non-breaching party; provided that seeking or obtaining any such injunctive relief shall in no way limit such party from also seeking to avail itself of all other rights and remedies which it may have in law or in equity.
- (g) Severability. In the event any portion of this Agreement is deemed to be contrary to the law, the remaining portions hereof shall continue to be valid and binding on all parties, unless to do so would materially alter the rights or obligations of the parties.
- (h) Headings. The headings used herein are for convenience only and do not limit the contents of this Agreement.
- (i) Survival. Accrued and unpaid payment obligations, this Section 13, and Sections 3(c) and 4 through 12 shall survive the termination or expiration of this Agreement.
- (j) Force Majeure. CHP shall not be responsible for any delay or other failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, or inability to obtain necessary utilities, labor, equipment or materials through usual and regular resources at usual and regular prices.
- (k) Cost of Collection. All costs of collection (including attorneys' fees and expenses) incurred by CHP in the enforcement of the provisions of this Agreement shall be paid by the Client.



[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written.

Client: _____
By: Albert Thurman
Name: Albert Thurman
Title: Mayor

Corporate Health Partners, LLC

By: _____

John O'Brian, CFO