

**CHC WELLNESS, INC., DBA CHC WELLBEING, INC.  
PROFESSIONAL SERVICES AGREEMENT**

This agreement (the "Agreement") is made as of 8/12/2024 between CHC Wellness Inc., DBA CHC Wellbeing, Inc., an Illinois corporation ("CHC") and Village of Orland Park, ("Client."). CHC and Client are also referred to individually as "Party" and together as "Parties"). The entirety of the Agreement shall include all the exhibits and appendices.

Article I – Scope of Work

CHC shall have sufficient staff to ensure prompt delivery of services and completion of assigned tasks. CHC will assign a Regional Sales Director and an Account Manager to the Client.

All work will be performed in accordance with all applicable local, state and federal laws. This Agreement shall be governed by and interpreted in accordance with the laws of the state of **IL**. Jurisdiction and venue for any dispute relating to this Agreement shall rest exclusively with the state and federal courts of **IL**.

All services shall be performed in accordance with the terms of this Agreement and shall hereinafter be referred to as the "CHC Services." Client requests and CHC agrees to provide or arrange to provide CHC Services as described in in Exhibit A.

CHC and Client agree to be bound by the terms and conditions specified in this Agreement, the documents listed below, and by any amendments made thereto, each of which is part of this Agreement. Client acknowledges that the CHC Services are entirely voluntary and no employee of the Client shall be required to participate in the CHC Services.

Article II – General Terms and Conditions

A. Performance Standard - CHC will perform the CHC Services in a proficient manner and conforming to applicable industry and professional standards and best practices, using personnel having a professional level of skill in the area commensurate with the requirements of the CHC Services to be performed. If CHC's employees are located on Client's property, they shall observe the reasonable security and safety policies of Client as provided herein and as communicated to CHC in advance from time to time.

B. Accuracy of Client Information - All CHC Services provided hereunder will be based upon information provided to CHC by Client. Upon receipt from CHC, whether electronically or

otherwise, Client will promptly review all records and other reports prepared by CHC for validity and accuracy according to Client's records.

C. Fees and Billing - The Client shall pay CHC for the CHC Services described in Exhibit A. Client shall pay CHC for the CHC Services added by Client after the date hereof at prices mutually agreed upon for such services. CHC will issue an invoice to Client for review and approval following program enrollment and as enrollment changes require. Payment will be made by Client upon receipt of invoice, for all approved invoices. Employees of the Client who choose to participate in CHC Services will not be responsible for any cost of the Health and Wellbeing Assessment (Comprehensive Biometric Screening; Health & Lifestyle Survey) described in Exhibit A unless they choose to pay out of pocket for voluntary additional tests and/or services, including but not limited to Optional Tests, as described in Exhibit A. Client will not be responsible for any such additional charges.

Insurance billing, if applicable, Client will be responsible for all biometric charges not covered by the insurance carrier in addition to the CHC technology fees. Client's responsibility is determined after reimbursements are received from the carrier for CHC's claim(s).

D. CHC will provide a Statement of Work each year in a mutually agreed upon manner with the Client, to detail agreed upon event logistics and service design changes. The Statement of Work shall be signed by CHC and the Client. In the event of discrepancies between the Statement of Work and Exhibit A, the details in the Statement of Work shall take precedence.

### Article III – Term and Termination

A. Term The initial term of this Agreement shall be for one (1) year. Unless a Party provides notice of non-renewal ninety (90) days prior to the expiration of the then current term, the Agreement shall automatically renew for 2 successive one (1) year renewal terms. Notwithstanding the foregoing, the confidentiality obligations in Article V herein shall survive termination of this Agreement.

B. Termination – If the Client intends to terminate this Agreement due to any material grievance(s) with CHC's Services, without limitation, the Client shall give CHC a 120-day period to remedy such grievance(s) in writing. If after this 120-day remedy period, CHC is unable to rectify such grievance(s), the Client may terminate this Agreement immediately, and without notice. If Client wishes to terminate the services within the initial 12 month period, the fees for the remainder of that initial period will be owed to CHC.

C. Fees – Annual program fees increases shall not exceed 5% per year, for the duration of this Agreement. Should CHC Wellbeing's partners and/or suppliers increase their charges to CHC Wellbeing so that it becomes economically infeasible for CHC Wellbeing to provide the services for that amount of the fees including increases herein, CHC Wellbeing may submit new service fees for the upcoming year for Client's approval at least 30 days prior to the anniversary of the Effective Date end of the Initial Term.

D. Cancellation Policy - A cancellation fee will apply for screening events cancelled with less than two weeks' notice. The fee is \$500 plus any non-refundable travel costs incurred.

#### Article IV – Extent of Agreement

This Agreement represents the entire and integrated agreement between Client and CHC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and CHC.

Client and CHC have read this Agreement and each attachment and understand that all apply fully to this Agreement and acknowledge that they are bound by this Agreement.

In witness whereof, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first written above.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

**Village of Orland Park:**

**CHC Wellbeing, Inc.**

By:   X  

By:   X  

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
CHC Signature

Name: \_\_\_\_\_  
Printed Name

Name: Joan Knauss-Harwell  
Printed Name

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

ITS: Managing Director  
Title

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

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

## **Exhibit A: Program Description and Fees**

### **PROGRAM OVERVIEW**

CHC will provide:

1. Wellbeing assessments at client locations
  - a) Comprehensive screening and Health & Lifestyle Survey
  - b) All marketing materials and registration technology and support
  - c) Review of each participant's results by a practicing physician, with follow up to participants with a factor or combination of factors that may indicate a wellness concern
2. Remote screening option as an alternative for those who cannot conveniently attend an on-site clinic
3. Participant results on-line
4. Delivery of individual results directly to the participant's physician upon written authorization
5. Delivery and review of aggregate company results, with strategic consultation services to design and implement an action plan that fits the needs and goals of the Client
6. Follow up programs for participants, based on the specific needs and the action plan designed with the Client
7. Services, materials, and communications that comply with HIPAA, GINA, and ADA regulations

### **WELLBEING ASSESSMENT**

#### **Comprehensive Biometric Screening**

The comprehensive screening includes a lipid panel (cholesterol and additional tests related to coronary heart disease). CHC's certified phlebotomists perform the health evaluation and complete blood pressure readings on each participant. The full biometric draw enables a wide variety of additional testing options that provide the valuable benefit of early conditions detection. Additional tests can be funded by the employer, insurance plan or available on a self-pay basis at the time of service. Biometric screenings will be scheduled at Client's preferred location(s). CHC will work closely with Client to generate interest and excitement to achieve maximum participation. This provides a strong foundation for Client's program, which creates a culture of organizational trust and a state of personal wellbeing.

#### **Health & Lifestyle Survey (HRA)**

The survey collects behavioral information regarding smoking, alcohol use, exercise, workdays missed, and adherence to recommended preventive exams, as well as input regarding stress, depression, and job/life satisfaction. The survey can be taken online or can be completed at the onsite screening. It is available in English, Spanish and Polish, both online and on paper. Our clients have the option of adding questions to the survey. This customization will allow Client to poll participants in a multiple choice format OR stratify the reporting based on response. Results from the biometric screening and Health & Lifestyle Survey are seamlessly integrated by CHC to produce the aggregate and participant results.

#### **Remote Wellbeing Assessment**

Employees who travel, who don't work near a company facility, or who may be away at the time of the screening have a convenient option of visiting one of the 1,800 partner LabCorp facilities around the country. As with our on-site screenings, the participant experience will be facilitated by a trained professional. Participants can visit any of these labs at a time that is convenient for them, including Saturdays in many cases. Participants will also fill out an online Health &

Lifestyle Survey, and results gathered at off-site facilities will be combined with onsite wellbeing assessment results and included in aggregate client reports.

### **Physician Form**

This option is ideal for participants who have visited their physician recently and already have test results, as well as international employees, spouses, and employees in certain remote locations. After the physician form is completed, the participant simply sends their results securely to CHC. As with our remote screening option, the data will be reflected in the participant and client reports.

## **DIGITAL & MOBILE TOOLS**

### **e-Learning**

CHC offers a wide variety of 700 e-Learning courses tailored to a participant's specific wellbeing needs. Participants can access the e-Learning Library through their personal online member portal. The courses are highly interactive, easy to understand and enjoyable. The multi-media modules present information in simple format based on proven theories of learning and behavior modification. Best of all, participants can access modules and learn at their own pace and convenience.

### **Health Coaching (if added to program offering – fees outlined on page 8)**

Each participant has access to inbound health coaching via the phone or internet, for ongoing behavior modification, education, and access to proprietary online weight management and smoking cessation programs.

### **Financial Wellbeing**

Participants have access to financial wellbeing through the portal. CHC equips your employees with interactive tools to personalize their experience. They can earn rewards along the way as they achieve specific goals by taking advantage of a catalog of tools that include webinars, access to financial advisors, articles, interactive modules, and more.

### **Mindfulness**

CHC offers participants a curated collection of more than 60 videos featuring leaders in the mindfulness and emotional intelligence space, such as Jon Kabat Zinn, Sharon Salzberg, Brene Brown and Daniel Goleman. We have assembled these assets to provide a baseline curriculum for becoming more aware, dealing effectively with stress and increasing emotional IQ.

### **Physician Connect**

Our Physician Connect service facilitates engagement between participants and their physicians. This feature provides a convenient way for participants to share their biometric results directly with their primary care providers. As a result of the additional insights and deeper connection, physicians will be able to more effectively manage the wellbeing of Client's population.

### **Activity & Nutrition Tracking**

Our portal includes flexible activity and nutrition tracking tools to help participants monitor and manage their progress over time. A wide range of activities are included for tracking, along with a full menu of nutrition options.

## **WorkWell Series**

WorkWell is a series of engaging webinars and monthly newsletters covering topics across all aspects of wellbeing. Each outreach includes education on a specific topic and actionable takeaways that participants can easily implement in their daily life.

## **SERVICE & SUPPORT**

### **Multi-Channel Communications**

CHC engages with populations year-round via multi-channel communications campaigns. We support the launch of new programs and stay connected with participants over time with a combination of posters, emails, text messages, app notifications, newsletters, web banners, flyers and other communication vehicles all geared toward educating individuals about their wellbeing and driving consistent engagement. All communications pieces are consistently branded, encouraging individuals to reach their “true potential.” Our communication strategy works particularly well for highly dispersed populations that are often difficult to reach.

### **Participant Profile**

CHC is concerned about the environment and proud to be a Green Company. Each participant has access to their own personal health portal on our website. This includes summarized and detailed results within 72 hours of their screening, along with explanations and trending information.

### **Organization Profile**

Following the wellbeing assessment, Client’s Account Manager will meet with Client to review the aggregate, anonymized results of the screening and highlight areas that can be addressed to lower claims costs and improve health and productivity. The comprehensive analysis includes 15 benchmark health risks, Health & Lifestyle Survey results, and engagement metrics. Client’s Account Manager will work closely with Client to review and interpret the data, and to translate it into actionable information for Client’s company. Please note that all CHC reporting is HIPAA compliant.

### **Account Management**

Account Management is a pillar of our service to Client. Client’s dedicated Account Manager will work closely with Client to understand Client’s goals and will be Client’s partner year-round in facilitating a sustainable, long-term wellbeing strategy that fits Client’s business and culture. CHC’s account managers can help structure and support wellness committees and bring best practice ideas for sustained engagement to the table for Client. CHC Account Manager will take as much of the program administration off of Client’s plate as Client sees fit. It is Account Manager’s role to support both the strategic and tactical efforts throughout every phase of the implementation and ongoing engagement.

## **REWARDS PLATFORM**

CHC’s rewards platform is one of the unique aspects of our solution. It allows clients and employees to measure results and to reward and reinforce the behaviors that will achieve their wellbeing goals.

- Flexible and customizable platform based on Client’s goals and Client’s population’s wellbeing assessment
- Scientifically valid formula proven to predictably impact benchmark wellbeing risks

- Verification process ensures specific activities have been completed
- Expansive library of rewards allows us to encourage participation as well as outcomes, which encourage behavior change

### **WALKING PROGRAM**

The CHC Walking Program motivates employees to be more active, builds community and inspires a healthy culture that encourages lower-cost behaviors.

- Customizable walking challenges
- Online team results and leader board for competitive challenges
- Account management assistance with program set up and implementation
- How-to guides to help get participants started
- Targeted and engaging marketing
- Training for team set up and program use
- Complete program tracking through CHC user portal

### **FEES:**



Onsite Wellbeing Assessment (Screening and Health & Lifestyle Survey)	✓
Remote Wellbeing Assessment (Screening and Health & Lifestyle Survey)	✓
Wellbeing Program Set Up	✓
Dedicated and Consultative Account Manager	✓
Program Implementation & Ongoing Management	✓
Client/Admin Wellbeing Portal	✓
Organization Profile (25 participant minimum)	✓
Templated Marketing Materials	✓
Full Service Sign Up: Telephonic & Online	✓
Web Portal Access for All Screening Participants	✓
Physician Connect	✓
Nutrition, Activity, Sleep, and Hydration Tracking	✓
eLearning Library	✓
Financial Wellbeing	✓

Mindfulness	✓
Wellbeing Webinars	✓
WorkWell eNewsletter	✓
Electronic Participant Results	✓
Printed Participant Results	✓
Standard Rewards Platform: Automatic tracking of CHC programs: e-Learning, webinars, biometric outcomes, financial courses, activity tracking	✓
Individual, Peer-to-Peer, and Company Challenges	✓
Thriveworks – Mental Health Platform	✓
<b>COST (Per Screening Participant, Per Year)</b>	<b>\$140</b>

### Included Tests

<b>Chem-Screen Profile</b>		
Glucose	Phosphorous	Alkaline Phosphatase
Sodium	Calcium	GGT
Potassium	Protein, Total	AST
Chloride	Albumin	ALT
BUN	Globulin, Calculated	LDH
Creatinine	A/G Ratio	Iron
BUN/Creatinine Ratio	Bilirubin, Total	Carbon Dioxide
Uric Acid	Bilirubin, Direct	
<b>Coronary Risk Assessment</b>		
Triglycerides	HDL Cholesterol	Cholesterol/HDL Ratio
Total Cholesterol	LDL Cholesterol	
<b>Complete Blood Count</b>		
WBC	Hematocrit	MCHC
RBC	MCV	RDW
Hemoglobin	MCH	Platelet Count

### Optional Tests

(Payment collected from participant at the time of the screening)

TSH	Tests for thyroid disorder	\$42
PSA	Early detection of prostate cancer for men	\$39
Homocysteine	Tests for risk of both heart disease and Alzheimer's disease	\$54
Cardio C	A highly sensitive test that measures inflammation within the arteries	\$39

Hemoglobin A1C	Estimates the level of glucose over the last 3 months	\$34
NMR	A cholesterol test that provides information beyond what is included with a standard Lipid Panel	\$99
Blood Type	Determines A/B/O blood type and Rh factor	\$25
Vitamin D	Tests for Vitamin D deficiency	\$40
Testosterone	Measures the amount of male hormone androgen	\$42
B12 & Folate	Tests B12 & Folate levels, which can lead to depression, irritability and other symptoms	\$42
Gluten Allergy	Identifies gluten-specific allergy	\$29

Additional Fees:

Receptionist	\$75 per hour, minimum of 4 hours
Account Manager Travel Requests	Travel related expenses will be passed through to the client. <i>*Local Chicago travel is exempt.</i>
Expedited Screening Event	10% premium added for events scheduled less than 6 weeks advanced notice
<i>CHC Wellbeing makes an effort to avoid travel related charges. However, situations do arise where travel is necessary and Travel/Expense fees will apply.</i>	
Historical Data Transfer	\$500 one-time fee
3 <sup>rd</sup> Party Data Transfer	\$250 each occurrence
Custom Marketing	Custom marketing request including but not limited to nonstandard challenges, nonstandard flyers, logo's, promotional items and general custom design work will be quoted on a individual basis.

## **EXHIBIT B: BUSINESS ASSOCIATE AGREEMENT**

**THIS BUSINESS ASSOCIATE AGREEMENT** (this "Agreement") is made and entered into as of this 8/12/2024 (the "Effective Date") by and between CHC Wellbeing ("Business Associate") and Village of Orland Park ("Covered Entity").

**WHEREAS**, Business Associate may maintain, transit, create, or receive data for or from Covered Entity that constitutes Protected Health Information to perform tasks on behalf of Covered Entity;

**WHEREAS**, Covered Entity and Business Associate are required to meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by the Department as they may be amended from time to time, 45 C.F.R. Parts 160, 162, and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"), due to their status as a "Covered Entity" or a "Business Associate" under the Act. (The Act, the Privacy Rule, the Security Rule, and the HITECH Act are collectively referred to as "HIPAA" for the purposes of this Agreement.);

**WHEREAS**, in order to provide the Services under the Services Agreement, Covered Entity may disclose to Business Associate certain Protected Health Information ("PHI"); and

**WHEREAS**, the parties desire to enter into this Agreement to protect the privacy, and provide for the security of PHI disclosed by Covered Entity to Business Associate and to satisfy certain requirements in compliance with HIPAA.

**NOW, THEREFORE**, in consideration of the mutual benefits of complying with laws and regulations stated above, Covered Entity and Business Associate agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

**1.1 “Minimum Necessary”** means the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request or the amount of PHI described and defined by the U.S. Department of Health and Human Services (“HHS”) from time to time as the “minimum necessary.”

**1.2 “Business Associate Subcontractor”** means any vendor, agent or subcontractor of Business Associate that performs services involving the receipt, use, disclosure and/or creation of PHI on behalf of Covered Entity, specifically including, without limitation, health information exchanges, regional health organizations and personal health records vendors.

**1.3 Other terms.** All other terms not specifically defined in this Agreement shall have the meanings attributed to them under HIPAA.

## **ARTICLE II**

### **PRIVACY OF PROTECTED HEALTH INFORMATION**

#### **2.1 Permitted Uses & Disclosures.**

(a) Business Associate agrees to use the Minimum Necessary PHI it creates or receives for or from Covered Entity only as permitted by the Privacy Rule, as expressly permitted by this Agreement, and only as necessary to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Services Agreement; provided, however, that, to the extent possible, Business Associate will use only a Limited Data Set. Business Associate is prohibited from using or disclosing PHI in its possession, except as permitted or required by this Agreement, or as Required By Law, the Services Agreement, or as otherwise expressly permitted in writing by Covered Entity. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, the Services Agreement, or in writing by Covered Entity.

(b) Business Associate will disclose PHI for the purposes authorized by this Agreement only (i) to its employees, (ii) to its subcontractors and agents, only in accordance with the terms of this Agreement, (iii) as directed by Covered Entity in writing, or (iv) as Required By Law.

(c) Unless otherwise limited herein and except where prohibited by law, Business Associate is authorized by this Agreement to:

(i) Use the PHI it creates or receives for or from Covered Entity if necessary for Business Associate’s proper management and administration of

Business Associate's duties under the Services Agreement or to fulfill any present or future legal responsibilities of the Business Associate.

(ii) Disclose such PHI to a third party if necessary for the proper management and administration of Business Associate's business or to fulfill any present or future legal responsibilities of the Business Associate, provided that the disclosure is required by law or the Business Associate obtains reasonable assurance, evidenced by written contract, from any third party to which Business Associate discloses such PHI, that the third party will:

(A) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the third party or as required by law; and

(B) Notify Business Associate (who will in turn notify Covered Entity according to the terms of this Agreement) of any breaches of confidentiality.

**2.2 Business Associate Subcontractor.** Business Associate may disclose PHI to a Business Associate Subcontractor only to the extent not prohibited by the Services Agreement and subject to the terms of this Agreement. Prior to any disclosure of PHI to a Business Associate Subcontractor, Business Associate will enter into a written contract with the Business Associate Subcontractor to provide reasonable assurance that the Business Associate Subcontractor will comply with the same terms, conditions and restrictions of this Agreement. Upon request, Business Associate will provide to Covered Entity a copy of the written contract with the Business Associate Subcontractor. Furthermore, Business Associate will disclose to its Business Associate Subcontractors only (i) a Limited Data Set of PHI, to the extent possible or (ii) if more information is required to perform or fulfill a specific function required or permitted hereunder, the Minimum Necessary to perform or fulfill such function.

**2.3 PHI Access, Amendment, and Disclosure Accounting.**

(a) Access. Business Associate will, at the request of Covered Entity, make available within ten (10) days to Covered Entity, or at the direction of Covered Entity to the individual, for inspection and to make copies of any PHI about the Individual which Business Associate created or received for or from Covered Entity and that is in the custody or control of the Business Associate as required by 45 C.F.R. § 164.524.

(b) Amendment. Business Associate will, at the request of Covered Entity, within twenty (20) days, amend PHI in accordance with the instructions provided by the Covered Entity or permit Covered Entity access to amend any portion of the PHI which Business Associate created or received from or on behalf of Covered Entity, as required by 45 C.F.R. §164.526.

(c) Disclosure Accounting.

(i) Disclosure Tracking. Business Associate will retain a record of each disclosure of PHI, not excepted from disclosure accounting below, that Business Associate makes to a third party including (i) the disclosure date; (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure (items (i)–(iv), collectively are referred,

herein as the “Disclosure Information”). Business Associate will make disclosure-tracking information available to Covered Entity within twenty (20) days from the date Covered Entity made the request.

(ii) Exceptions from Disclosure Tracking. Business Associate need not include in its record of disclosures, or otherwise account for, disclosures of PHI that this Agreement, permits or requires, including those disclosures made (i) for the purpose of Covered Entity’s payment activities or health care operations, as provided in 45 C.F.R. § 164.502, unless such disclosure tracking is required by the HITECH Act; (ii) for the purpose of health care providers’ treatment activities, or (other) covered entities’ payment activities or certain health care operations (as set forth in 45 C.F.R. § 164.506(c)(4)), unless such disclosure tracking is required by the HITECH Act; (iii) to the Individual who is the subject of the PHI disclosed pursuant to 45 C.F.R. § 164.502; (iv) which are incidental to a use or disclosure otherwise permitted or required by 45 C.F.R. § 164.502; (v) pursuant to an authorization; (vi) to persons involved in that individual’s care; (vii) for notification for disaster relief purposes; (viii) for national security or intelligence purposes as provided in 45 C.F.R. § 164.512(k)(2); (ix) to correctional institutions or law enforcement officials regarding inmates as provided in 45 C.F.R. § 164.512(k)(5); (x) as part of a limited data set in accordance with 45 C.F.R. 164.514(e); (xi) for disclosures prior to April 14, 2003; or (xii) for the facility’s directory or to persons involved in the individual’s care or for other notification purposes as provided in 45 C.F.R. § 164.510.

(iii) Research. If Business Associate makes disclosures of PHI for a particular research purpose in accordance with 45 C.F.R. § 164.512 (i) for 50 or more Individuals, Business Associate will provide Covered Entity with a report of the disclosure accounting in accordance with the requirements of 45 C.F.R. § 164.528 (b)(4)(i)(A)–(F).

(iv) Disclosure Tracking Time Periods. Business Associate will provide to Covered Entity, within twenty (20) days following a request from Covered Entity, a report containing a record of disclosures of PHI (i) for the six (6) years prior to the date on which Covered Entity requested the accounting; or (ii) if the request relates to disclosures of PHI through electronic health records for treatment, payment or health care operations, and if such accounting is required to be provided pursuant to the HITECH ACT, for the three (3) years prior to the date on which Covered Entity requests the accounting. Additionally, if an individual requests an accounting of disclosures of his or her PHI, Business Associate will cooperate with Covered Entity to ensure the Covered Entity is able to provide the individual with the accounting.

**2.4 Inspection of Books and Records.** Business Associate will make the PHI it creates for or receives from Covered Entity, as well as its internal practices, books, and records, relating to the use and disclosure of all such PHI, available to Covered Entity and to HHS to determine the Covered Entity’s and the Business Associate’s compliance with HIPAA.

**2.5 Reporting.**

(a) Business Associate will report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, by the Services Agreement, or in writing by Covered Entity,

or that is in violation of any provision of HIPAA, within five (5) days of when Business Associate learns or should have learned of such non-permitted use or disclosure.

(b) In its report to Covered Entity, Business Associate will identify, at a minimum (i) the nature of the non-permitted use or disclosure; (ii) the PHI used or disclosed; (iii) the party or parties who made the non-permitted use or received the non-permitted disclosure; (iv) what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures; (v) what Business Associate did or will do to mitigate any harmful effect of the non-permitted use or disclosure; (vi) such other information, including a written report, as Covered Entity may request; and (vii) such other information as HHS may prescribe by regulation.

## **2.6 Additional Obligations.**

(a) Electronic Copies of PHI. Business Associate will (i) cooperate with Covered Entity to provide an Individual with an electronic copy of his or her PHI if the PHI is maintained by Business Associate in an electronic health record and the Individual requests an electronic copy of his or her PHI; and (ii) comply with, and cooperate with Covered Entity to enable Covered Entity to comply with Section 13405(e) (1) of the HITECH Act and any regulations promulgated thereunder.

(b) Non-Disclosure for Out-of-Pocket Services. Business Associate will (i) abide by any directive from Covered Entity not to disclose PHI in connection with an item or service for which an individual has paid out-of-pocket, in full; and (ii) comply with, and cooperate with Covered Entity such that Covered Entity is compliant with, Section 13405(a) of the HITECH Act and any regulations promulgated thereunder.

(c) Prohibition on Sale of PHI. Business Associate will not sell PHI or receive any direct or indirect remuneration in exchange for PHI, except as expressly permitted by this Agreement and the Services Agreement.

(d) Prohibition on Marketing. Business Associate will not transmit, to any individual for whom Business Associate has PHI, any communication about a product or service that encourages the recipient of the communication to purchase or use that product or service unless permitted to do so under the HITECH Act and any regulations promulgated thereunder.

## **ARTICLE III**

### **COMPLIANCE WITH STANDARD TRANSACTIONS**

**3.1 Electronic Transactions.** If Business Associate conducts all or part of an electronic transaction on behalf of Covered Entity, Business Associate will comply, and will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Parts 160 and 162.

**3.2 Trading Partner Agreements.** In compliance with 45 C.F.R. § 162.915, Business Associate will not enter into, or permit any Business Associate Subcontractor to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

(a) changes the definition, data condition, or use of a data element or segment in a standard;

- (b) adds any data elements or segments to the maximum defined data set;
- (c) uses any code or data elements that are either marked “not used” in the standard’s implementation specification or are not in the standard’s implementation specification(s); or
- (d) changes the meaning or intent of the standard’s implementation specification(s), as these terms are defined in 45 C.F.R. Part 162.

## **ARTICLE IV**

### **SAFEGUARDS FOR SECURING ELECTRONIC PROTECTED HEALTH INFORMATION**

**4.1 Information Safeguards.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical and physical safeguards (“Safeguards”) to protect the privacy of PHI, in compliance with standard business practices, HIPAA and any written instructions provided to Business Associate by Covered Entity. Business Associate will preserve the integrity and confidentiality of and prevent non-permitted uses or disclosures of PHI in its possession. Business Associate will reasonably safeguard PHI to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure. Business Associate will document and keep current its policies to safeguard PHI, and will provide a copy of such policies to Covered Entity and to HHS upon request.

**4.2 Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Section.

**4.3 Compliance with the Security Rule.** Business Associate agrees to abide by the following requirements of the Security Rule including those set forth at 45 C.F.R. parts 164.308, 164.310, 164.312 and 164.316.

(a) Implement administrative, physical, and technical safeguards consistent with the Security Rule that reasonably protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity;

(b) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(c) **Reporting Security Incidents to Covered Entity.** Business Associate agrees to the following reporting procedures for Security Incidents that result in unauthorized access, use, disclosure, modification or destruction of electronic PHI or interference with system operations (“Successful Security Incidents”) and for Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of electronic PHI or interference with system operations (“Unsuccessful Security Incidents”).

(i) **Successful Security Incidents.** Business Associate shall provide notice to Covered Entity of any Successful Security Incident of which it becomes aware within five (5) business days. At a minimum, such report shall contain the following information: (A) date and time when the Security Incident occurred and/or was discovered; (B) names of systems, programs, or networks affected by the

Security Incident; (C) preliminary impact analysis; (D) description of and scope of electronic PHI used, disclosed, modified, or destroyed; and (E) any mitigation steps taken by Business Associate.

(ii) Unsuccessful Security Incidents. To avoid unnecessary burden on either party, Business Associate shall report to Covered Entity any Unsuccessful Security Incident of which it becomes aware only upon request of the Covered Entity. The frequency, content and the format of the report of Unsuccessful Security Incidents shall be mutually agreed upon by the parties. If the definition of "Security Incident" is amended under the Security Rule to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy EPHI, then this Section 4.3(c) (ii) shall no longer apply as of the effective date of such amendment.

(d) Security Officer and Training. Business Associate shall designate a Security Officer and shall conduct staff training regarding compliance with the HIPAA security requirements, as required by the Security Rule and the HITECH Act.

## **ARTICLE V**

### **BREACH OF AGREEMENT AND TERMINATION**

#### **5.1 Right to Terminate for Breach.**

Covered Entity. Covered Entity has the right to terminate this Agreement immediately if Covered Entity determines, in its reasonable discretion that Business Associate has breached any material term of this Agreement. Following the Covered Entity's determination that Business Associate has breached a material term of this Agreement, in lieu of immediate termination, Covered Entity may elect, in its sole discretion, to provide the Business Associate with written notice of the existence of an alleged breach, and afford the Business Associate an opportunity to cure such alleged breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be achieved within five (5) days of receiving the written notice, the Business Associate must cure said breach to the reasonable satisfaction of Covered Entity within the next ten (10) days. Failure to cure in the manner set forth in this paragraph shall constitute a breach of a material term of this Agreement and is grounds for the immediate termination of this Agreement.

(a) Business Associate. If Business Associate determines that Covered Entity has breached a material term of this Agreement, it must provide the Covered Entity with written notice of the existence of an alleged breach, and afford the Covered Entity an opportunity to cure such alleged breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be achieved within five (5) days of receiving the written notice, the Covered Entity must cure said breach to the reasonable satisfaction of Business Associate within the next twenty (20) days. Failure to cure in the manner set forth in this paragraph shall constitute a breach of a material term of this Agreement and is grounds for the immediate termination of this Agreement.

#### **5.2 Return or Destruction of PHI.**

(a) Business Associate will automatically, at termination of the Services Agreement and this Agreement, return, at its cost, all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Prior to the return of PHI to Covered Entity,

Business Associate may submit to Covered Entity a written request for permission to destroy PHI, and such request may be approved or denied in the sole discretion of Covered Entity.

(b) Business Associate will not retain any copies of PHI unless the Covered Entity expressly permits it to do so in writing.

**5.3 Continuing Privacy and Security Obligation.** If return or destruction of the PHI is not feasible, as determined by Covered Entity, Business Associate will extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure. Business Associate will only use or disclose such PHI for those purposes that make return or destruction infeasible.

**5.4 Injunctive Relief.** In the event of a breach of any material term of this Agreement, Covered Entity has a right to obtain injunctive relief to prevent future disclosure of PHI.

## **ARTICLE VI**

### **INDEMNIFICATION AND INSURANCE**

**6.1 Indemnification.** Business Associate will indemnify and hold harmless Covered Entity and any Covered Entity affiliate, officer, director, employee, subcontractor, agent, or other members of its workforce, from and against any claim, cause of action, liability, damage, fine, penalty, cost or expense arising out of or in connection with any non-permitted use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor, affiliate, or agent therefore, including but not limited to any Business Associate Subcontractor, that provides services described in or relating to the Services Agreement. Notwithstanding any provision of the Services Agreement to the contrary, Business Associate's responsibility for indemnification arising out of or in connection with this Agreement will be governed solely by this Section 6.1 and no provision set forth in the Services Agreement, including indemnification provisions thereunder or any terms that define, restrict or limit the types or amounts of damages, costs or expenses, will in any way alter, expand, restrict or limit Business Associate's indemnification liability hereunder.

**6.2 Insurance.** Business Associate represents and warrants that Business Associate has, and will maintain at Business Associate's own expense, liability insurance covering breach of Business Associate's requirements under this Agreement and Business Associate's negligent disclosure or breach of PHI covered by this Agreement. At the request of Covered Entity, Business Associate shall provide to Covered Entity proof of the insurance coverage required by this Section 6.2.

## **ARTICLE VII**

### **MISCELLANEOUS**

**7.1 Amendments; Waiver.** Except as provided herein, neither party shall modify this Agreement, or waive or amend any provision herein, except in writing signed by authorized representatives of the Parties. However, upon the compliance date of any final regulation or amendment to final regulations of HIPAA, this Agreement will automatically amend to impose upon Business Associate such additional obligations as are necessary for the parties to remain in compliance with these regulations.

7.2 **Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with HIPAA.

7.3 **Subpoenas.** Each party will provide written notice to the other party of any subpoena or other legal process seeking PHI received from or created on behalf of Covered Entity, or otherwise relating to Business Associate's services under the Services Agreement. Such written notice shall be provided within 48 hours of receipt of a subpoena or other legal process.

7.4 **Notices.** All notices records or reports required to be given to either party under this Agreement will be in writing and sent by traceable carrier to each party's address indicated below, or such other address as a party may indicate by at least ten (10) days' prior written notice to the other party. Notices will be effective upon receipt.

Business Associate:  
Company: CHC Wellbeing, Inc.

Name: Joan Knauss-Harwell  
Print Name

Title: Managing Director

Fax Number: 847-437-2770

Covered Entity:  
Company: \_\_\_\_\_

Name: \_\_\_\_\_  
Print Name

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

Fax Number: \_\_\_\_\_

7.5 **Term.** This Agreement will continue in full force and effect for as long as the Services Agreement remains in full force and effect unless it is earlier terminated pursuant to Section 5.1(a) or Section 5.1(b). This Agreement will terminate upon the cancellation, termination, expiration or other conclusion of the Services Agreement.

7.6 **Survival.** The rights and obligations of Business Associate under Article II and Section 6.1 and Section 6.2 of this Agreement shall survive the termination of this Agreement.

7.7 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Jurisdiction and venue for any dispute relating to this Agreement shall rest exclusively with the state and federal courts of Illinois.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

**Business Associate / CHC Wellbeing**

**Covered Entity / Village of Orland Park**

By:   X  

By:   X  

\_\_\_\_\_  
Signature

\_\_\_\_\_

Name: Joan Knauss-Harwell

Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

Title: Managing Director

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

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

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