

## **Health Care Medical Services Agreement**

This Health Care Medical Services Agreement (this “Agreement”) is made and entered into on this 5th day of November, 2024, by and between **Marion County**, (“Client”) and **Medical Risk Solutions, LLC** (“MRS”), a Florida limited liability corporation with principal offices at 2710 Rew Circle, Suite 200, Ocoee, FL 34761. Client and MRS are jointly referred to herein as the “Parties.”

### **Recitals:**

A. MRS and its affiliates provide comprehensive employee health, occupational health and wellness programs and services to employers for eligible employees, retirees and dependents through health centers located at facilities provided by its client employers;

B. The Client desires to offer to its authorized, eligible employees and retirees, and their respective dependents, the benefits of a dedicated on or near-site health facility while enjoying anticipated savings in the cost of insurance and other Client expenses for the benefit of taxpayers within Marion County Florida; and

C. The Client desires to contract with MRS and MRS desire to contract with the Client, as described in this Agreement, for MRS to furnish medical professionals and medical assistants as agreed-upon medical staff and equipment to provide certain onsite medical services to the authorized, eligible employees and retirees of the Client, and their respective dependents, on the terms and subject to the conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE I DEFINITIONS**

1.01 “Medical Professional” means a person duly trained, licensed and authorized in the state of Florida as a Physician, Advanced Registered Nurse Practitioner (“ARNP”), Licensed Physician’s Assistant (“PA”), Licensed Registered Nurse (“RN”), Licensed Practical Nurse (“LPN”), Licensed Radiologic Technologist (“Rad Tech”), Registered Dietitian or other professionally licensed medical staff.

1.02 “Medical Assistant” means a person who is a medical assistant (MA), phlebotomist or other staff who is trained to perform health, wellness and medical-related activities within the Health Facility. May also include administrative positions.

1.03 “Health Care Services” means the health care/medical-related services that MRS has agreed to provide to the Client as described in Exhibit “A,” which is attached hereto and

incorporated herein by this reference. The Client and MRS may, at any time and from time to time, amend or supplement Exhibit "A" by written agreement, signed by both parties.

1.04 "Health Facility" means the site(s) selected which may or may not be provided by the Client and approved by MRS for the delivery of the Health Care Services pursuant to this Agreement.

1.05 "Participant" means an eligible employee, retiree or COBRA participant (except in special terminated cases) identified by the Client and their respective dependents (Scope of Medical Professional(s) will determine service age of dependents) and are determined to be eligible by Client.

1.06 "Employee Benefit Plans" means the programs and services provided under this Agreement which are not designed nor intended to be defined as any Client employee benefit plan or insurance program. Accordingly, MRS, nor any of the third-party contractors it may engage, is a fiduciary, trustee, or sponsor with respect to these programs or services and shall be considered to be acting only as a consultant to Client with respect to such matters and shall not be considered in a fiduciary, trustee or sponsor relationship in such plan.

## **ARTICLE II DUTIES OF MRS**

2.01 Provision of Medical Professional(s). MRS shall furnish adequate staffing of Medical Professionals, together with Medical Assistants, as appropriate, to provide the Medical Services at the Health Facility to the Participants of the Client. Physicians and mid-level Providers shall be employees of MRS to provide Medical Services through MRS and MRS shall be solely responsible for the operation of the Health Facility and the Health Care services. In the event MRS is unable to furnish particular persons as the Medical Professionals and/or Medical Assistants, MRS may at any time and from time to time out of operational necessity, change any given Medical Professional and/or Medical Assistant provided to Client under this Agreement. Client, or its designee, shall have the opportunity to meet with recommended final Provider candidates, except in situations where temporary staff are utilized to meet an immediate PRN need (i.e. emergency, illness, vacations, etc.), identified by MRS. Client may request MRS to consider the replacement of a Medical Professional provider upon written notice for agreed-upon reasonable cause, subject to the contractual obligations between said Medical Professional providers and MRS.

2.02 Standards of Medical Professional Performance. MRS shall arrange to contract with each Physician/Provider such that the Physician/Provider is obligated to perform or deliver the following services, supported by other Medical Professionals and Medical Assistants working under the Physician's medical review:

(a) The Medical Professional(s) shall provide the Health Care/Medical Services in accordance with this Agreement to the extent such services are required to be provided by licensed Physicians, Pharmacists, Nurse Practitioners, Physician's Assistants, Registered or Licensed Practical Nurses or other licensed medical support professionals.

(b) The Medical Professional(s) shall comply with all applicable laws and regulations with respect to the licensing and the regulation of Medical Professionals and shall at all times oversee the Medical Staff in a manner consistent with applicable medical practice and standards.

(c) The Medical Professional(s) shall provide the Health Care/Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner that meets or exceeds prevailing standards for Health Care/Medical Services provided in the community in which the Health Facility is located.

(d) The Medical Professionals shall maintain, during the term of this Agreement, appropriate and applicable credentials including without limitation:

- (1) A duly issued and active license to practice medicine and prescribe medications as a provider in the State of Florida;
- (2) A good standing with his or her profession and state licensing authority;
- (3) The absence of any license restriction, revocation, or suspension;
- (4) The absence of any involuntary restriction placed on his or her federal DEA registration; and
- (5) The absence of any conviction of a felony.

(e) In the event that any Medical Professional (1) has his or her license to practice medicine or prescribe medication restricted, revoked or suspended, (2) has an involuntary restriction placed on his or her federal DEA registration, (3) is convicted of a felony, or (4) is no longer in good standing with his or her professional or state licensing authority, MRS shall promptly remove that Medical Professional from service at the Health Center and replace such Medical Professional with another Medical Professional that meets the requirements of Section 2.02 (d).

(f) MRS shall require that any Medical Professional or Medical Assistant complies with Section 2.02 with respect to performance, licensing, certification and good standing, as applicable, except as otherwise provided in Section 2.08 with respect to medical students, interns and/or residents. MRS shall require the Medical Professional(s) to notify MRS immediately in the event the Medical Professional(s) learns of the possibility that any of the events specified in Section 2.02(e) may occur with respect to the Medical Professional(s) or Medical Assistant and MRS shall immediately notify the Client of such notification.

2.03 Scheduling of Services. MRS shall be solely responsible for the scheduling of the Medical Professional(s) and Medical Assistant(s) to provide the Health Care Services at the Health Facility during agreed and stated operating hours.

2.04 Noncompliance by the Medical Professional Provider. In the event that Client becomes aware of any failure by the Medical Professional Provider to comply with the obligations of the Medical Professional(s) which are contemplated by this Agreement, Client shall provide written or electronic notice to MRS of such failure, which notice shall describe the failure in reasonable detail, and MRS shall use its best efforts to promptly address such issue. In the

alternative, MRS may arrange for the substitution of another person as the Medical Professional Provider. As provided in Section 2.01, Client may elect to suggest the prompt and reasonable removal of the Medical Professional Provider by MRS if mutually agreed-upon, as jointly determined by Client and MRS.

2.05 Equipment and Supplies. If Client requests, MRS shall assist with the furnishings, equipment and supplies necessary to support the operation of the Health Facility. Client agrees to pay MRS for equipment and supplies and MRS agrees to purchase equipment and supplies using reasonable efforts to secure favorable or competitive pricing. MRS will invoice Client for MRS' cost to purchase equipment and supplies. MRS and the Client shall agree upon the initial order of equipment and supplies to equip the Health Facility and the Client will promptly submit payment for the same as invoiced by MRS. Subsequent orders of furniture, fixtures, equipment and supplies as are reasonably necessary for the restocking of the Health Facility may be performed by MRS without pre-approval (except for single items costing more than \$5,000 by the Client and shall be reimbursed to MRS by the Client promptly following submission by MRS of an invoice. Upon the expiration or termination of Agreement, all remaining furniture, fixtures, equipment and supplies purchased or reimbursed by the Client for use at the Health Facility shall become the property of the Client. In the unusual event MRS deems it necessary to purchase items (requiring sales tax collection) due to Client not being able to purchase such items in a timely and/or more cost-effective manner, Client agrees to reimburse full amount of MRS's invoice for purchase including passed-through sales tax. Client agrees to be responsible for collecting any credit due from appropriate taxing authority.

2.06 General and Professional Liability Insurance. MRS shall ensure that all Medical Professionals assigned under this Agreement and throughout the Term of this Agreement will be insured by general and professional liability insurance covering liability, acts and omissions of the Medical Professionals, in the minimum annual coverage amounts of \$1,000,000/\$3,000,000 (Claims-Made) under MRS's Professional Liability Program. The General liability program is at the minimum annual coverage amounts of \$1,000,000/\$3,000,000 (Occurrence form). MRS shall provide Client with proof of such liability insurance coverage maintained on behalf of the Medical Professionals. MRS shall list the Client as an additional insured.

2.07 Responsibilities of Parties/Indemnity. MRS and each of the third-party contractors delivering services hereunder, is an independent contractor with respect to the services provided under this Agreement and is not the agent or employee of Client. Notwithstanding any authority granted to Client herein, MRS and/or any Medical Professional or Medical Assistant shall retain the authority to direct or control his/her health care/medical decisions, acts or judgments. MRS agrees to indemnify and hold harmless Client from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which Client may incur in connection with MRS's furnishing of Medical Professionals and Medical Assistants, or with the Health Care/Medical Services provided by them under this Agreement. Notwithstanding the foregoing, this section and all other provisions of this Agreement relating to indemnity and insurance are not intended to and shall not be construed to waive the Client's or MRS's applicable sovereign immunity in contract, tort or otherwise under the provisions of Section 768.28, FL Statutes, or consent to be sued by third parties. Pursuant to Section 768.28, FL Statutes, nothing in this Agreement may require Client to indemnify or insure MRS for the

negligence of MRS, or its alternate Medical Professionals or third-party contractors delivering services hereunder. Without limiting the foregoing, the provisions of this Agreement are solely for the benefit of the named Parties to this Agreement and this Agreement shall not be construed as to give rise to any rights, claims or benefits of any person or firm not expressly made a Party to this Agreement.

2.08 Other Licensed Professionals. MRS is hereby authorized to assign, from time to time, one or more alternate Medical Professionals to supplement or substitute for the Medical Professional(s) selected for health care service at the Health Facility. All terms of this Agreement shall be applicable to any replacement Medical Professional. MRS shall also ensure that all replacement Medical Professionals who provide services hereunder have insurance coverage consistent with the requirements of Section 2.06. From time to time the Medical Professional Providers, upon consent of Client and MRS, may have medical students, interns or residents associated with a recognized and approved College of Medicine observe and assist the Medical Professional Providers (patient permission must be granted) for educational and teaching purposes under the Medical Professional Provider's direct supervision. The same level of professional standards as set forth in Section 2.02 shall apply as well to replacement Medical Professional Providers, other than medical students, interns or residents working under the direct supervision of the Medical Professional Provider.

2.09 Billing by Medical Professionals. MRS shall prohibit any Medical Professional assigned to the Health Facility from billing or otherwise soliciting payment from Client or any Participants for any Health Care Services provided by the Medical Professional(s). All billing for the Health Services provided pursuant to this Agreement shall be solely from MRS to Client.

2.10 Medical Records. MRS shall require the Medical Professional Providers to agree they will maintain medical records with respect to all of the patients, all of which medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Professional Providers provide the Health Care/Medical Services in connection with this Agreement. MRS shall also require the Medical Professional(s) to comply with HIPAA and state privacy requirements. All patient records maintained by the Medical Professional Providers in connection with this Agreement shall be the sole property of MRS with MRS Medical Director serving as Custodian. In the event medical records require transfer of ownership (e.g., termination, transfer, assignment of Agreement), MRS shall represent the designated records owner.

All medical records and other protected health information maintained by the Medical Professional Providers will be held by the Medical Professional Providers and MRS in strict confidence and in accordance with state and federal law. Client will not be entitled to have access to said medical records (HIPAA protected) in the absence of an appropriate written authorization from the patient (except those occupational/workers' compensation records that are exempted from HIPAA/Privacy requirements, which Client may access upon written request to MRS). To ensure compliance with the above, MRS shall develop and implement policies, standards and procedures to protect the confidentiality and security of the medical records, and ensure that medical professionals and medical assistants (and any other employees or contractors of MRS) are trained in these policies, standards, and procedures.

2.11 Reporting Services Included In Fixed Fees. MRS shall provide utilization activity reports on medical and, if/when applicable occupational services, monthly client activity reports and annual reports on health center activity, population health status and return on investment. Reports requiring health plan data care-gap analysis are contingent upon receiving necessary health plan claims information, etc.:

- Utilization reports on number of employees, retirees or dependents for ancillary, medical and occupational type visits
- Client activity and trends report including visit volume (visits for acute care, occupational health to include workers' compensation, risk reduction and disease management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 or 10 code, prescriptions dispensed/written
- Annual reports including:
  - Population stratification report identifying percent of the population screened, size and nature of high-risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
  - Year-end report identifying results of health center operations including health center volumes, patient engagement, overall improvement in population health status, customer satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
  - Custom reporting per year, if applicable and customized ad hoc report projects scope of work and their costs will be defined and agreed upon mutually between Client and MRS prior to custom report engagement.

### **ARTICLE III DUTIES OF CLIENT**

3.01 Provision of Location. Client shall provide at no charge to MRS adequate and mutually agreed-upon facilities for the provision of the Health Care/Medical Services as outlined in this Agreement, at a site selected or shared by the Client, subject to the satisfaction of MRS's specification. MRS's site approval shall not be unreasonably withheld, conditioned or delayed. Included but not limited to telephone services, utilities and unrestricted internet connections, Client is responsible for routine cleaning of the health center space, including vacuuming, trash removal, bathroom cleaning and overall sanitized cleanliness that may be necessitated on a daily basis. Should the location prove to be unsuitable when growth cannot be sustained with initial facilities, Client and MRS will collaborate in good faith, on expansion and/or additional location(s) in regard to location, adequate facilities and timing.

3.02 Internet Connections. Client will provide dedicated, unrestricted, business class DSL, business class cable services or higher. Ethernet handoff to be implemented into a MRS owned and operated firewall/router. Client is responsible for premise wiring to facilitate connectivity from the MRS firewall to desktops/laptops at health center. Two jacks are required for each medical staff workstation and the location of jacks is dependent upon build-out of

facilities. Minimum requirement includes bandwidth requirements of 5 mbps connection (up/down) and at least 5 publicly addressable IP addresses.

3.03 Publicity and Promotion. Client will publicize and provide descriptive information including those standard marketing materials provided by MRS as described within this Agreement. This information will be delivered to all of Client's participants who are authorized to seek services at location(s) agreed upon by Parties. Client will provide MRS with copies of other documents and materials prepared independently by Client describing, publicizing or affecting the services provided by MRS prior to the distribution of such materials. MRS shall review and comment on such materials within a reasonable time after receipt. Client will seek MRS's input prior to publicizing and distributing such information to its Participants.

3.04 Eligibility Files. Client will provide to MRS on a monthly basis a Participant eligibility file, which is necessary to enable MRS to provide the services outlined and agreed-upon in this Agreement. The Participant eligibility file will contain the updated and entire population of Participants, including a monthly file of all termed employees, and comply with MRS's file specifications.

3.05 Claims Data. To assist in the identification and treatment regimens for Participants with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease, hypertension or other chronic-related conditions, Client agrees to deliver full access to MRS all medical claims data through its carrier, third party administrator or other third-party vendor for claims data mining or claims analysis, for the 24 months prior to the initiation of onsite services, and minimally at monthly intervals thereafter through the term of this Agreement. Prior to implementation, MRS and Client agrees to execute applicable Business Associate Agreement and Non-Disclosure Agreement to ensure compliance with HIPAA and other privacy and/or health plan requirements. Should Workers' Compensation services be requested, Client agrees to provide complete claims data, loss ratio, experience modification factors and closed/open claims information for the previous three years and current claims minimally at six-month intervals thereafter through the term of this Agreement.

3.06 Availability of Resources. Client agrees to allow MRS to utilize any internal resources of Client and to assist MRS in such utilization, including but not limited to training, marketing tools and resources and technical support necessary to maintain the requirements outlined in Article 3, as mutually agreed upon by Parties in order to enhance the effectiveness and utilization of the MRS onsite health services. Client will identify a single primary point of contact (management-level employee) for implementation project management and ongoing account management.

## **ARTICLE IV COMPENSATION**

4.01 Monthly Administrative Fixed-Fee. No later than forty-five (45) days immediately following the receipt of MRS' invoice, Client shall pay to MRS the amount equal to \$23 for each authorized, eligible employee/retiree per month (pepm) for furnishing the management and oversight of the Medical Professional(s) and the other included services provided pursuant to this Agreement during the invoiced period. The billing for the monthly fee will commence upon the date the Client receives a Certificate of Occupancy in order for staff to initiate setup of center and training of staff to commence medical services. This monthly fee will remain at \$23 PEPM for first full term of Agreement. The set up period shall not exceed thirty (30) days without written consent by both Parties. This monthly fee will remain at \$23 PEPM for first full term of agreement (5) five years. After the initial term, the PEPM will increase 3% for subsequent renewal periods. Client shall pay MRS upon receiving invoice in accordance with Florida's Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

4.02 Ongoing Operational Expenses. On or about the 10<sup>th</sup> of each month, MRS shall submit an amount equal to the sum of the estimate of that month's medical expenditures and an adjustment from prior months' expenses required to operate and maintain the health center in order to provide the Health Care/Medical Services under this Agreement. These expenses may include, but are not limited to, Medical Professional and/or Medical Assistant costs (payroll to include cost of FICA, Insurance, WC, PTO, etc.), Medical Professional and Medical Assistant training expenses, DOT certification, approved medical staff travel expenses, required taxes (federal, state, local, or other), technology-related licenses, costs and fees, wellness staff costs, data analytic services, medical supplies, medications, laboratory expenses, office supplies and equipment. On an annual basis, MRS will establish a market range of annual payroll increases (performance review, increases typically from 3 to 5% or based on market conditions) to be enacted for Medical Staff and invoiced to Client as payroll cost. Client shall be responsible to pay MRS such amount invoiced no later than the 15<sup>th</sup> day of the calendar month immediately following the receipt of the MRS invoice. Client shall pay MRS upon receiving invoice in accordance with Florida's Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

## **ARTICLE V TERM AND TERMINATION**

5.01 Term. This Agreement shall commence upon the initiation of services and remain effective for a period of five (5) years. After the initial five-year Term, renewals will be on a two-year basis.

5.02 Termination With or Without Cause. This Agreement may be terminated by either Client or MRS at any time by providing the other party a minimum of 120 days prior written notice following the second full year of the Agreement.

5.03 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of Client to pay compensation to MRS or pay for any



outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of any Party to provide monthly reports for the periods prior to the effective date of such expiration or such termination.

5.04 Non-Compete. In the event of termination or expiration of this Agreement and for a period of one (1) year from the date Agreement ends, Client agrees they shall not employ, contract with or utilize the professional health care services of any MRS medical, wellness or management staff providing or overseeing health center services in the same capacity.

## **ARTICLE VI MISCELLANEOUS**

6.01 Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing or electronic, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 6.01. All notices and other communications shall be (a) mailed by certified mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by electronic means with a receipt confirmation. Notices mailed pursuant to this Section 6.01 shall be deemed given as of three days after the date of mailing and notices personally delivered or sent by electronic shall be deemed given at time of opening.

6.02 Transferability. Except as provided in Section 6.07, neither Client nor MRS may assign or otherwise transfer this Agreement or their respective obligations arising pursuant to this Agreement to any third party without the prior written consent of the other party, which consent may be given or withheld by the other party in its sole discretion.

6.03 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Client and MRS with respect to the subject matter hereof and supersedes all prior oral representations or discussions and agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by Client and MRS.

6.04 Governing Law and Waiver of Jury Trial. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Florida, without giving effect to its conflict of law provisions, and venue for any action under this Agreement shall lie only in Marion County, Florida.

**EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.**

6.05 Non-Disclosure. Client and MRS shall take all reasonable steps to ensure that information with respect to the terms of this Agreement or with respect to the business of Client or MRS acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of either party; provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of either party; or (d) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.

6.06 Mutual Access to Books and Records. Client and MRS will maintain accounting records in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Subject to patient confidentiality obligations, including without limitation, HIPAA restrictions, Client and MRS shall ensure that such accounting records are available for examination by each other Party during their respective normal business hours. Client and MRS shall maintain all such records for a period of not less than five (5) years after the date of the service or invoice. Further, subject to patient confidentiality obligations, including without limitation, HIPAA restrictions, Client or MRS, and any duly authorized agents or representatives of Client or MRS shall have the right to audit, inspect and copy all of each Party's and any subcontractors' records and documentation as often as reasonably necessary and each Party shall cooperate in any audit, inspection or copying of the records.

This Section, including without limitation all access, inspection, copying, auditing, reimbursement and repayment rights, shall survive the termination of this Agreement.

6.07 Successors. This Agreement is binding upon the current parties, their successors and assigns with their consent. Sixty (60) days' notice of any change in control of any Party shall be given to all other Parties by the party experiencing the change. In such event, this Agreement shall be assumed by the successor entity only upon the written consent of the remaining Parties.

6.08 Severability. If any provision of this Agreement is determined to be void, illegal, unenforceable or invalid, the enforceability of any other provision is unaffected.

6.09 Insurance:

(a) MRS shall maintain throughout this Agreement the following insurance coverages for its employees and those Independent Contractors providing services to it under this Agreement:

- (i) Professional Liability Insurance (Claims-Made) in the minimum amount of One Million Dollars /Three Million Dollars aggregate (\$1,000,000/\$3,000,000); and
- (ii) Comprehensive General Liability (Occurrence form) including Contractor's Protective Liability; Hired/Non-Owned Auto Liability and Product – Completed Operations – Coverage and Contractual

Liability - in the amount of One Million Dollars/Three Million Dollars Aggregate (\$1,000,000/\$3,000,000); and

- (iii) Workers' Compensation Insurance for all employees of MRS and the professionals at the Health Facility location(s) as applicable and Employer Liability at \$1,000,000 limit;

(b) "Marion County, Florida and its members, officers and employees" shall be an additional named insured on those coverages/policies listed above except for Professional Liability Insurance and Workers' Compensation Insurance.

(c) The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of MRS and the professionals at the Health Facility. MRS shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:

- (i) The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
- (ii) With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes, or with a commercial insurance company approved to operate in Florida.

(d) Neither approval nor failure to disapprove the insurance furnished by MRS to Client shall relieve MRS of the full responsibility to provide insurance as required under this Agreement.

(e) MRS shall be responsible for assuring that the insurance remains in force throughout the Term of this Agreement, including any and all option years that may be granted to MRS. The certificate of insurance shall contain the provision that Client be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, MRS shall be responsible for submitting new or renewed certificates of insurance to Client at a minimum of fifteen (15) calendar days in advance of such expiration.

(f) Unless otherwise notified, the certificate of insurance shall be delivered to:

Procurement Services

Marion County Procurement Services Department

2631 SE 3rd St., Ocala, FL 34471

(g) In the event that MRS fails to maintain insurance as described in Section 2, paragraph (a) of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement should MRS not reasonably cure such breach. If such a breach occurs without remedy, then MRS agrees that Client may take any action necessary at law or in equity to preserve and protect Client's rights.

**ARTICLE VII**  
**SOVEREIGN IMMUNITY**

The Client expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of \$100.00 for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Client which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

**IN WITNESS WHEREOF**, the Parties have entered this **ADDITIONAL TERMS AND CONDITIONS** on the date of the last signature below.


CLIENT  
**MARION COUNTY**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Printed Name: Michelle Stone  
Title: Chair  
Date: \_\_\_\_\_

**FOR USE AND RELIANCE OF MARION  
COUNTY ONLY, APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
MATTHEW G. MINTER                      DATE  
MARION COUNTY ATTORNEY

**MEDICAL RISK SOLUTIONS, LLC dba My Health Onsite**

By:  \_\_\_\_\_  
Printed Name: Brian Branham  
Title: Member  
Address: 2710 Rew Circle Ocoee, FL 34761

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## **EXHIBIT A**

### **DESCRIPTION OF SERVICES**

Ongoing Services: As of the Commencement Date, MRS shall operate an onsite health center(s) in Marion County, FL for eligible employees, retirees and dependents of Client.

This Agreement shall commence upon the initiation of services and remain effective for a period of five (5) years. After the initial five-year Term, renewals will be on a two-year basis.

#### **Location and time of services:**

- a. The services provided under this Agreement will be provided at a site or sites to be located in Marion County, FL.
- b. Hours of operation will be projected to begin with an estimated 160 provider hours per week. Adjustments to provider hours are permitted under contract terms with mutual agreement of Client and MRS.
- c. Notwithstanding the hours of operation described above, the health center shall be closed for up to 9 holidays and for 3 professional development days per year, which may be staggered and will be coordinated the Client. The number of holidays is to be determined with mutual agreement of Client and MRS during Implementation process.  
In the event of an unexpected clinician absence due to illness, the health center shall remain open for services to be continued, to the extent possible, by the other regular health center staff members; with the understanding that should a pandemic, or other unexpected event happen, the health center shall replace regular staff with PRN staff to avoid health center closure, to the best of MRS' ability.

### **PROGRAM SERVICES**

#### **Primary Care:**

- Initial Health Center Staffing Recommendation:  
Staffing projected to include (see Exhibit B1) FTE practice support specialists.
- Acute Conditions - evaluation, treatment and management
  - Sore throats/ears/headache
  - Cough, Sinus-related
  - Strains/sprains/musculoskeletal problems
  - Urinary complaints
- Ordinary chronic and routine primary care of the nature of a visit to a primary care physician's office – evaluation, treatment and management
- Lab draws onsite
- Immunizations of Participants 18 years of age and above (unless otherwise changed)
- Allergies
- Well-women's and well-men's health
- Laboratory testing
- Personal hygiene related conditions - evaluation, treatment and management

**Workers' Compensation/Occupational Health Services:**

- Workers' Compensation-related injuries on a First Report of Injury/Triage-level only
- Minor surgical procedures, such as sutures for laceration treatment
- Orthopedic injury treatment – sprains, strains
- Urine Drug screening
- Pre-employment, routine and annual physicals
- Pre-employment drug testing, reasonable suspicion and random, breath-alcohol (BAT, if equipment supplied at County cost)
- CDL and DOT services
- Providing/Coordinating after-hours post-accident drug screens/breath alcohol collection

**Pre-Packaged Pharmaceutical Dispensing Program**

- Dispensing Module
- Inventory Management Module

**Health Maintenance & Prevention:**

- Biometric Screening to include Vital Health Profile (also known as health risk assessment)
- Physician/Nurse "Reach Out" Program to touch the people with the highest health risks
- Chronic Disease Management programs targeted for the greatest impact of population
- Referral Service: Providers recommend and assist employees in voluntary or management in mandatory referrals as appropriate and coordinated with Client's request
- Self-Care Education Tools and Manual online and in print form
- Comprehensive Health Education Training
- Physician Health Seminars
- Population Promotions

**Disease Management:**

- Chronic diseases - evaluation, treatment and management
  - Diabetes
  - High Cholesterol
  - Hypertension
  - COPD
  - Other as applicable
- **Physical Therapy Services:**
- **Behavioral Health Services:**
  - **Staffing may be employed or contracted based on client agreement**
- **X-Ray Services:**
  - **X-ray services can be provided onsite as an optional service**
  - **X-ray equipment can be purchased at time of build out or at a future date**

**Integrated Health Engagement Technology Platform:**

- Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging
- Electronic Health Record Program

**Account Management, Advisory and Support Services:**

- Implementation and Orientation programs for start-up of Health Center
- Nurse Line Program
- Health Facility Best Practices Sharing
- Health Facility Inventory Management (supplies, medications, etc.)
- Medical Staff Recruiting
- Medical Staff Management and Oversight

**Participant Communications & Promotions:**

- Schedule A3

**Management Reporting & Analysis:**

- Analysis, Trends, Reporting & Survey Results

**Treatment of Workers' Compensation injuries beyond First Report of Injury/Triage level**

If Occupational services are requested, they may include but not be limited to treatment of acute and chronic work-related injuries. Should an outside physician be selected, the Medical Professional(s) shall coordinate and monitor process.

**Medical Surveillance**

- **Hearing** - Administration and performance of audiometric exam, STS review, work relationship determination and report/documentation, including employee notification letters.
- **Respiratory** - Administer all medical elements of respiratory protection program including spirometry testing/PFT for employees required to wear a respirator.
- **Mobile Equipment Exams** - Conduct medical history review, vision testing, and medical exam for employees required to operate mobile equipment; fork truck physicals
- **Drug Screen/Alcohol** - Collect pre-employment hair testing samples; administer post rehabilitation random testing. Provide MRO and reporting services, which maybe through a third party for these expanded services.



## **Exams**

- **Extensive Pre-Employment** - Coordinating/conducting functional capacity testing, medical history, audiometric testing, biometrics, etc.
- **Ergos** - Assist with fitness evaluations using on-site evaluation equipment if available
- **Fitness for Duty** - Conduct fitness for duty exams for both work-related cases and for employees returning from personal medical leave.
- **Functional Capacity Exam (FCE)** - Contract with physical therapy vendor to conduct FCE's as requested by a treating physician.

## **NOT INCLUDED IN ONGOING SERVICES**

- Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings
- Travel costs for health center staff and health screeners to visit participants at offsite locations
- Internet connectivity and telephone service for MRS onsite health staff
- Additional Account Management and Advisory Services, Communications Services or Reporting Services not included in the projected costs, per Exhibit A2, A3, A4.
- Additional Data Services, such as custom interfaces for integration, uploads or exchange of prior provider data, or more than 3 ongoing activity reports.

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**EXHIBIT A1  
IMPLEMENTATION SERVICES**

MRS shall provide the following standard Implementation Services, which are included in the fixed fees. Additional services provided beyond the scope of the deliverables such as additional site visit days will be billed as Additional Services:

<b>Standard Implementation Package</b>	<b>Deliverables (exact media to be determined)</b>
Pre-Kick Off Implementation Meeting	Sales Transition Meeting: Client, Sales VP and Project Manager meet via conference call to initiate steps in the Implementation process.
Kick Off Implementation Meeting	Initial Implementation Team meeting to start the implementation process. This conference call will include all members of the implementation team (from both MRS and Client) to provide the foundation and expectations for the implementation process.
Functional Workgroup Implementation Meeting	Within 3 to 6 weeks, MRS will provide members of the implementation team to be onsite at the Client location for a workgroup session/meeting. Other members of the MRS Implementation Team will join as needed by conference call.
Clinical Coverage Plan	MRS to establish and provide coverage plan for clinical staff absences.
Clinical Training	MRS will provide initial implementation training for all health center staff during onboarding and onsite at the health center during the go-live week. This includes travel, lodging, meals and materials (does not include salary/hourly pay) for shadowing at other MRS Health Centers, orientation week and go-live week.
Communication Services	MRS will provide the Pre-Launch Communication Program included in Schedule A3
Project Management	
-Project Manager Client Site Visits	MRS will provide onsite visits by the Project Manager during the implementation process.
-Implementation Calls	MRS will provide weekly or as needed implementation calls with the implementation team/client project manager during implementation process.
Health Center Set Up	

-Décor	MRS will assist with placing site posters and accent décor throughout health center.
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**EXHIBIT A2  
ACCOUNT MANAGEMENT & ADVISORY SERVICES**

**ACCOUNT MANAGEMENT & ADVISORY SERVICES INCLUDED IN FIXED FEE**

<b>Account Management &amp; Advisory Services</b>	<b>Deliverables</b>
Account Manager introduction During Implementation	The Account Manager will be integrated as part of the team early on in the process, allowing him/her to assimilate with the senior management team on the Client side.
Point of Contact	The Account Manager provides the point of contact for triaging issues that may be handled by our team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly.
Monthly Reviews	To ensure the client has the resources and information to inform senior management of progress and return on investment of the health center), the account manager will provide the monthly reports described in Exhibit A4 to be reviewed on a formal quarterly/monthly meeting or call.
Annual Review	At a minimum, the Account Manager will provide a face-to-face annual review of the health center business, ROI, incorporating the Client-specific key performance metrics with projections for the next year following 18 months of each year of operations.
Ongoing Health Promotions	The Account Manager will work together with Client to ensure ongoing communications are managed proactively in order to provide timely and appropriate communications and health promotions and in collaboration with the Client's wellness initiatives, take advantage of other educational opportunities to provide a seamless, synergistic approach to messaging. The promotional outreach may occur in the form of lunch and learns, mailings, posters, etc. as appropriate for the specific initiative.
Strategic Planning	Working with each Client's unique business needs, the Account Manager will work together with Client's senior management to ensure that the goals of the health center, and

	the annual cycles (whether it be surveys, annual report-outs, etc.) are aligned with the client's strategic goals and objectives. The Account Manager will also communicate collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) to ensure existing resources are being leveraged.
Clinical Coverage Plan	MRS will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME); Salary/pay costs to be passed-through
Clinical Training Program	MRS will conduct on-going training for all health center staff. This includes continuing education on motivational interviewing and mindfulness, CME, training on new features within the electronic medical record, updates from the MRS clinical advisory team and guidelines for disease management from sources such as the CDC.

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**EXHIBIT A3  
COMMUNICATION SERVICES**

**COMMUNICATION SERVICES INCLUDED IN FIXED FEES**

**Implementation Communication Program (Pre-Launch Deliverables customized)**

- During the Implementation period, MRS shall provide the following standard implementation package:
  - Design and production of material will be done in collaboration with Client.
  - Printing costs, if applicable, will be passed-through

**Ongoing Communication Program (Customized for each Client by MRS)**

- After the Commencement date, MRS shall provide an Ongoing Communication Program as part of the MRS Services:
  - Health Promotions Catalog: Health promotion programs, both group and individual, including program materials (presentations, educational handouts, email promotions) as well as communication materials such as posters, postcards and website awareness.
  - Health Fair Coordination and Communication Assistance

The standard communication package includes all development, design and layout work.

**ADDITIONAL COMMUNICATION SERVICES BILLED AT ADDITIONAL COST**

MRS will create and design additional communications at Client's request. Production and printing costs, if applicable will be passed through after mutual agreement of specific designs and costs.

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**EXHIBIT A4  
REPORTING SERVICES**

**REPORTING SERVICES INCLUDED IN FIXED FEES**

MRS shall provide Client's management team with activity reports on medical and, if/when applicable occupational services, monthly client activity reports and annual reports on health center activity, population health status and return on investment projections (assumes all medical claims data provided as requested for data mining):

- Monthly utilization reports on number of employees, retirees and dependents for ancillary, medical and occupational type visits reported on a monthly basis
- Monthly client activity and trends report including visit volume (visits for acute care, occupational health to include workers' compensation, risk reduction and disease management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 or 10 code, prescriptions dispensed/written within health center
- Annual reports including:
  - Population stratification report identifying percent of the population screened, size and nature of high-risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
  - Year-end report identifying results of health center operations including health center volumes, patient engagement, overall improvement in population health status, customer satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
  - Custom reporting per year if selected by Client

**ADDITIONAL REPORTING SERVICES NOT INCLUDED IN FIXED FEES**

- Custom Analytic reporting beyond the scope above that requires special programming will be billed as Pass-Through Costs as approved by the Client and MHO

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## EXHIBIT B

### PAYMENT ARRANGEMENT

MRS shall invoice Client for the cost of all service-related expenses on a monthly basis.

Client agrees to pay for all initial start-up and set-up expenses, including but not limited to equipment, supplies, pharmaceutical and initial inventory.

Client will pay all fees described in this Exhibit in accordance with the Florida's Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. If Client disagrees with any MRS invoice, Client shall pay all undisputed invoiced amounts, notify MRS of the disputed amount and the reasons for which it is disputed, and MRS will segregate such disputed amounts from undisputed amounts until the matter is resolved. Items will not be billed if not necessary.

Fees for optional services:

Additional Services will be billed as agreed-upon costs

\*First-year Monthly Admin Fee: fee remains constant for full term of agreement (5) five years as mutually agreed-upon by all Parties. After the initial term of agreement, the Monthly Admin will increase 3% each renewable period.

Payment Schedule:

Service fees and expenses are invoiced and payable as follows:

- Start-up Costs in single installment
- Set-up costs (equipment, furnishings, and medical supplies, etc.) will be invoiced at cost.
- Service Fees monthly (Monthly Administrative Fee, etc.) billed each month thereafter for term of the agreement.
- Payroll, equipment, medications, labs and supply expenses billed each month thereafter
- Additional services, billable travel cost and other unexpected costs incurred as a result of service modifications requested by client as incurred
- Billed invoices to Client are payable to MRS immediately but not later than 45 days of invoice received

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EXHIBIT B1



Budget and Cost Projections **INCLUSIVE OF OCCUPATIONAL SERVICES**  
 Prepared for: Marion County BOCC and Constitutional Offices

	Baseline	Year 1
Number of Employees ( <i>Subscribers or EE Contracts</i> )	2,529	2,529
Number of Members ( <i>unique belly buttons</i> )	5,697	5,697
Member to Employee Ratio	2.25	2.25
<b>My Health OnSite Operational Costs</b>		
Medical Staff		
Weekly Provider Hours	40	
Annual Provider Capacity ( <i>50 productions weeks</i> )	12,000	
FTEs		
2.00 Medical Doctor	\$ 130.00	\$ 520,000
2.00 Mid-Level (ARNP/NP)	\$ 70.00	\$ 280,000
4.00 Nurse	\$ 37.00	\$ 296,000
3.00 Medical Assistant/Radiology Tech	\$ 25.00	\$ 150,000
1.00 Patient Service Coordinator	\$ 20.00	\$ 40,000
1.00 Dietician/ Nurse Educator	\$ 35.00	\$ 70,000
1.00 Physical Therapist	\$ 62.00	\$ 124,000
0.60 Behavioral Health (Contracted 3 days per week)	\$ 900.00	\$ 140,400
Staffing Subtotal		\$ 1,620,400
Burden: Taxes & Benefits, etc.		\$ 486,120
Staffing Total		\$ 2,106,520
Supplies	\$ 8.00	\$ 96,000
Labs	\$ 10.00	\$ 120,000
Prescriptions	\$ 17.00	\$ 204,000
Program Administration and Wellness	\$ 23.00	\$ 698,004
<b>Technology Solutions</b>		
Electronic Health Record System Set-up- One time	\$ 5,000	\$ 5,000
Licensing Fee for Informaiton Technology Solutions	\$ 4,500	\$ 54,000
Electronic Health Record System		
Plan Analytics Platform		
Prescription Module		
Lab Module		
Portal Site		
iTech Hardware Support		
<b>Total Annual Operations Projections</b>		<b>\$ 3,283,524</b>

Budget and Cost Projections: **ONE TIME/NON-RECURRING EXPENSE ESTIMATES**

Initial Set-up Costs for Supplies, Rx inventory, etc	\$	35,000
X-Ray		
Estimate for X-Ray Machine and Related Equipment (actual quote to be provided as needed)	\$	70,000
Room Preparation Estimate (actual quote to be provided after facility inspection)	\$	15,000

## EXHIBIT C

### EXAMPLE FACILITY SET UP

#### MEDICAL SUPPLIES, EQUIPMENT AND INITIAL RX INVENTORY

Below is a list that illustrates items that may be required by the Medical Professional to deliver Medical Services in accordance with the Agreement. This list is not intended to be all-inclusive or exhaustive.

Exam tables/stools	Disinfectants
Small refrigerator	Waste cans
Lockable cabinet	Waste can liners
Gooseneck light	Gloves
Diag Set 3.5V Halogen/disposable covers	Suture supplies
Sundry jars	Glucose test supplies
Pillow/pillow covers (cloth and disposable)	Urinalysis supplies
Table paper	Strep testing supplies
Thermometer/disposable covers	Mono testing supplies
4 X 4's	Disposable gowns
Tongue depressors	Disposable drapes
Cotton balls	Thermometer (freezer)
Alcohol	3" Elastic bandage
Alcohol dispenser	Cold pack
Blood pressure cuffs	Emesis basins
Stethoscope	Medications/Injectables (by physician order)
Surgical tape	Lab supplies Tubes, requisitions, tourniquets)
Biohazard bags and Removal Service	Wall Posters, Charts
Biohazard stickers	Small desk and chair (if not provided by Employer)
"Allergic To" stickers	Needles

Sharps containers	Syringes
Computers, Fast Internet Connection, "4 in 1" Printer/Fax/Copier/Scanner	Trash removal, Clean-up, and General Maintenance
Fire Extinguisher	Initial Stock of medications and Key Pad entry for Pharmacy door

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## EXHIBIT D1

### BUSINESS ASSOCIATE AGREEMENT

**THIS CONTRACTOR BUSINESS ASSOCIATE AGREEMENT** (this “Agreement”) is made and entered into this 15<sup>th</sup> day of October, 2024 (the “Effective Date”), by and between **MEDICAL RISK SOLUTIONS, LLC dba MY HEALTH ONSITE** (“Contractor”), and Marion County Board of County Commissioners \_\_\_\_\_ (“Business Associate”). Business Associate and Contractor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. Business Associate furnishes services for Covered Entities involving the use or disclosure of protected health information (“PHI”) of the Covered Entity and has entered into a business associate agreement or business associate addendum (each, as amended from time to time, an “Upstream BAA”) with such Covered Entity.

B. Contractor has entered into an agreement for one or more Covered Entities serviced by Business Associate pursuant to which Contractor furnishes, or will furnish, certain services described therein involving the creation, receipt, maintenance or transmission of certain Health Information, some of which may constitute PHI of one or more of the Covered Entities.

C. Business Associate and Contractor intend to protect the privacy and provide for the security of Covered Entity PHI in compliance with the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164 (the “HIPAA Rules”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and applicable state laws and regulations to the extent that they are not preempted (“State Laws”).

D. The purpose of this Agreement is to satisfy certain standards and requirements of the HIPAA Rules relating to business associate agreements.

E. This Agreement is intended to supersede, as of the Effective Date, any prior business associate agreement between Business Associate and Contractor related to the Underlying Agreement or to any other agreement to furnish the Services to Business Associate.

**NOW THEREFORE**, in consideration of the premises and of the covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meanings (if any) given such terms in the applicable HIPAA Rules. A change to a HIPAA Rule which modifies any defined HIPAA Rule term, or which alters the regulatory citation for the definition, shall be deemed incorporated into this Agreement. Terms defined above shall have the meanings set forth above, except as otherwise provided in this Agreement.

(a) “**Business Day**” shall mean a day other than a Saturday, Sunday or legal holiday under federal law.

(b) “**Covered Entity PHI**” shall mean (i) PHI created, received, maintained or transmitted by or on behalf of a Covered Entity, and (ii) PHI created, received, maintained or transmitted by Business Associate or Contractor (or any of their agents or Downstream Contractors) from or on behalf of a Covered Entity.

(c) “**Damages**” shall mean claims, losses, liabilities, costs, fines, penalties and other expenses (including, without limitation, reasonable attorneys’ fees).

(d) “**Data Aggregation**” shall have the meaning given such term in 45 CFR §164.501.

(e) “**Designated Record Set**” shall have the meaning given such term in 45 CFR §164.501.

(f) “**Discover**” and “**Discovery**” shall have the meanings given such terms in 45 CFR §164.410.

(g) “**Downstream Contractor**” shall mean a “Contractor” (as such term is defined in 45 CFR §160.103) that creates, receives, maintains or transmits Covered Entity PHI on behalf of Contractor.

(h) “**ePHI**” shall have the meaning given to the term “electronic protected health information” in 45 CFR §160.103.

(i) “**Health Information**” shall have the meaning given to such term in 45 CFR §160.103.

(j) “**Individual**” shall have the meaning given to such term in 45 CFR §160.103, and shall include, without limitation, a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(k) “**Notification Event**” shall have the meaning set forth in Section 2(k).

(l) “**Privacy Law**” shall mean any applicable law or regulation relating to the privacy, security or confidentiality of PHI, including, without limitation, the HIPAA Rules, HIPAA, the HITECH Act, and State Laws relating to the privacy, security or confidentiality of PHI or to breach notification.

(m) “**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.

(n) “**Protected Health Information**” or “**PHI**” shall have the meaning given to such term in 45 CFR §160.103.

(o) “**Required By Law**” shall have the meaning given to such term in 45 CFR

§164.103 and shall be subject to any additional requirements created under the HIPAA Rules.

(p) “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(q) “**Security Breach**” shall mean a “breach” as defined in 45 CFR §164.402 with respect to Unsecured PHI.

(r) “**Security Incident**” shall have the meaning given such term in 45 CFR §164.304.

(s) “**Security Rule**” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(t) “**Unsecured PHI**” shall have the meaning given such term in 45 CFR §164.402.

## 2. **Obligations and Activities of Contractor.**

(a) Contractor shall not use or disclose Covered Entity PHI other than as permitted or required by this Agreement or as Required By Law.

(b) Contractor shall use appropriate safeguards, and comply with the Security Rule with respect to ePHI, to prevent use or disclosure of Covered Entity PHI other than as provided for by this Agreement.

(c) Contractor shall comply with all laws, rules and regulations (including, without limitation, all Privacy Laws) relating to the use or disclosure of Covered Entity PHI.

(d) Contractor agrees to comply with and be subject to the same restrictions, conditions and requirements that apply to Business Associate with respect to Covered Entity PHI.

(e) In accordance with 45 CFR §164.308(b)(2) and 45 CFR §164.502(e)(1)(ii), contractor shall ensure that any Downstream Contractors agree to the same restrictions, conditions and requirements that apply to

(f) Contractor with respect to Covered Entity PHI. Such agreements shall be documented in writing in accordance with the HIPAA Rules.

(g) Contractor shall make available Covered Entity PHI maintained by Contractor in a Designated Record Set to the applicable Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR §164.524. Such information and access shall be provided by Contractor within five (5) Business Days of receiving a request from Business Associate. If Contractor receives from an Individual a request for access to PHI,

Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving the request.

(h) Contractor shall make available Covered Entity PHI for agreement and incorporate any amendments to Covered Entity PHI in accordance with 45 CFR §164.526. If Contractor receives from an Individual a request to amend PHI, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving such request.

(i) Contractor shall maintain and make available to Business Associate such information required in order to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528. Such information shall be provided by Contractor within five (5) Business Days of receiving a request from Business Associate. If Contractor receives from an Individual a request for an accounting of disclosures, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving such request.

(j) To the extent, if any, that Contractor is to carry out one or more of a Covered Entity's or Business Associate's obligations under the Privacy Rule, Contractor shall comply with the requirements of the HIPAA Rules that apply to such Covered Entity and/or Business Associate, as applicable, in the performance of such obligations.

(k) Contractor shall make Contractor's internal practices, books and records available to the Secretary for purposes of determining compliance with the HIPAA Rules. From time to time upon reasonable notice and during business hours, Business Associate may inspect the relevant facilities, systems, books and records of Contractor to monitor compliance with this Agreement.

(l) Contractor agrees to implement effective systems for Discovery and prompt reporting to Business Associate of any Security Breach. Contractor shall notify Business Associate without unreasonable delay, and in no case later than five (5) Business Days after becoming aware of or otherwise Discovering, any of the following events ("Notification Events"): (i) any Security Incident relating to Covered Entity PHI, (ii) any use or disclosure of Covered Entity PHI that is not provided for by this Agreement, the Underlying Agreement or Required By Law, (iii) any Security Breach relating to Unsecured PHI, or (iv) any access, use or disclosure of Covered Entity PHI in violation of this Agreement, the Underlying Agreement or the Privacy Rule. Such notification shall include, at a minimum, the following, to the extent possible:

- The date and time of each Notification Event;
- The date each Notification Event was Discovered;
- Identification of the PHI accessed, used or disclosed;
- Identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used or disclosed
- Description of the Notification Event;

- Description of the mitigation steps taken to contain the Notification Event and an assessment of the level of compromise to PHI;
- Description of the plan to correct the compromises and to prevent reoccurrences of the Notification Event in the future;
- Such information as required in order to satisfy breach reporting obligations of Covered Entity, Business Associate or Contractor; and
- Such other information as Business Associate may reasonably request.

Contractor shall cooperate with Business Associate and Covered Entity to investigate the applicable Notification Event, mitigate or take corrective action to cure any Notification Events, and inform affected Individuals in compliance with applicable law, including, without limitation, Privacy Laws. Contractor shall be responsible for any and all costs associated with responding to and mitigating Notification Events that arise out of the acts or omissions of Contractor or any Downstream Contractor or of their officers, directors, employees, agents or contractors, or out of a breach of this Agreement by Contractor.

(m) If Contractor receives a subpoena, court or administrative order or other discovery request or mandate for release of Covered Entity PHI, Contractor shall immediately notify Business Associate, in writing, of the request, so that Business Associate and/or the applicable Covered Entity, as applicable, may seek a protective order or other appropriate remedy, and Contractor shall reasonably cooperate with Business Associate and/or the applicable Covered Entity, as applicable, should Business Associate and/or the applicable Covered Entity, as applicable, seek such protective order or other remedy. Contractor shall, to the extent possible, consult with Business Associate and the applicable Covered Entity prior to responding and shall advise Business Associate of how it intends to respond as soon as such determination is made.

### 3. **Permitted Uses and Disclosures by Contractor.**

(a) Contractor may use or disclose Covered Entity PHI only (i) as necessary to perform the Services of Subcontractor in accordance with this underlying Agreement, (ii) as Required By Law, provided that Contractor promptly provides advance written notice to Business Associate of its intent to disclose PHI so that Business Associate and/or the applicable Covered Entity, as applicable, may seek a protective order or other appropriate remedy, and that Contractor shall cooperate fully with Business Associate and/or the applicable Covered Entity, as applicable, should Business Associate and/or the applicable Covered Entity, as applicable, seek such protective order or other remedy, (iii) to a Downstream Contractor in accordance with and subject to 45 CFR §164.308(b)(2), 45 CFR §164.502(e), or the terms of this underlying Agreement.

(b) Contractor may, to the extent (if any) reasonably necessary in order for Contractor to perform its Services pursuant to this Agreement, use PHI of Covered Entity to de-identify the information in accordance with 45 CFR §164.514(a)-(c), so that the Health Information (i) does not identify an Individual, and (ii) with respect to which there is no reasonable basis to believe the information can be used to identify an Individual.



(c) When using, disclosing or requesting Covered Entity PHI, Contractor shall make reasonable efforts to limit the use, disclosure or request of the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, and shall comply with the minimum necessary policies and procedures of the applicable Covered Entity. Contractor shall also comply with guidance as issued from time to time by the Secretary on minimum necessary standards under the Privacy Rule and with applicable minimum necessary requirements under the HIPAA Rules.

(d) Contractor may, to the extent (if any) reasonably necessary in order for Contractor to perform its Services pursuant to the Underlying Agreement, use Covered Entity PHI to provide Data Aggregation services relating to the health care operations of Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(e) Contractor shall not use or disclose Covered Entity PHI in any manner that would violate the Privacy Rule or an Upstream BAA if done by Business Associate, except for the specific uses and disclosures set forth in subsection (a) of this Section.

(f) **Obligations of Business Associate to Provide Information.** Business Associate shall use reasonable efforts to notify Contractor of:

(g) any terms of Upstream BAAs, to the extent that such terms may affect Contractor's use or disclosure of Covered Entity PHI pursuant to this Addendum;

(h) any limitation(s) in the notice of privacy practices of any Covered Entity under 45 CFR §164.520, to the extent that such limitation is known to Business Associate and may affect Contractor's use or disclosure of Covered Entity PHI pursuant to this Agreement;

(i) any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes are known to Business Associate and may affect

(j) Contractor's use or disclosure of Covered Entity PHI pursuant to this Agreement; and

(k) any restriction on the use or disclosure of PHI that a Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction is known to Business Associate and may affect Contractor's use or disclosure of Covered Entity PHI.

#### 4. **Term and Termination.**

(a) The term of this Agreement shall be effective as of the Effective Date, and shall terminate on the earlier of: (i) termination of the Underlying Agreement, unless upon termination of the Agreement Contractor needs to access Covered Entity PHI in order to perform the Services pursuant to this Agreement, in which case termination of this Addendum pursuant to this subsection (a)(i) shall occur when Contractor no longer has any need to access Covered Entity PHI in order to perform the Services pursuant to this

Agreement, (ii) termination as authorized in this Section 5 or in Section 7, or (iii) written notice by Business Associate to Contractor of the termination of the BAA.

(b) A breach or violation by Contractor of any material term of this Agreement shall constitute a breach and shall provide grounds for immediate termination of the Underlying Agreement by Business Associate, notwithstanding any terms of the Underlying Agreement or any other agreement to the contrary. If Business Associate determines that

(c) Contractor has violated or breached a material term of this Agreement, Business Associate may:

- (1) Provide an opportunity for Contractor to cure the breach or end the violation within such time deemed appropriate by Business Associate in its sole discretion, and terminate this Agreement upon written notice to Contractor if Contractor does not cure the breach or end the violation within the time specified by Business Associate in its sole discretion; or
- (2) Terminate this Agreement upon written notice to Contractor.

(d) Upon termination of this Agreement for any reason, Contractor shall, with respect to Covered Entity PHI:

- (1) Return to Business Associate (or, if agreed to by Business Associate, destroy) all Covered Entity PHI that Contractor still maintains in any form, provided that if Contractor determines in good faith that returning or destroying Covered Entity PHI is infeasible, Contractor shall immediately provide to Business Associate notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible;
- (2) Continue to use appropriate safeguards and comply with the Security Rule with respect to ePHI to prevent use or disclosure of the ePHI, other than as provided for in this Section 5, for as long as Contractor retains the ePHI; and
- (3) Not use or disclose any Covered Entity PHI that is retained by Contractor, other than for the purposes for which such PHI was retained and subject to the terms of this Agreement.
- (4) Upon termination of this Agreement with respect to Covered Entity PHI of a particular Covered Entity, the terms of subsection (c) of this Section shall apply with respect to the Covered Entity PHI of such Covered Entity, notwithstanding that this Agreement may

continue in effect with respect to Covered Entity PHI of other Covered Entities.

5. **Indemnification; Remedies.**

(a) Contractor shall indemnify, hold harmless and defend Business Associate and its officers, directors, managers, members, employees, and agents, from and against any and all Damages incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any breach of this Agreement by Contractor, (ii) any negligent, willful or improper use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor, (iii) any violation of any Privacy Law by Contractor or any Downstream Contractor, or (iv) Notification Events that arise out of the acts or omissions of Contractor or any Downstream Contractor.

(b) Contractor acknowledges and stipulates that its unauthorized use or disclosure of Covered Entity PHI would cause irreparable harm to Covered Entity and Business Associate, and in such event, Business Associate shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain Damages and injunctive relief, together with the right to recover from Contractor costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of this Agreement or any such unauthorized use or disclosure.

(c) To the extent, if any, that Business Associate is obligated to indemnify, defend or hold harmless Contractor or any Downstream Contractor in the Underlying Agreement or in any other agreement to which Contractor and Business Associate are parties or are hereafter parties, such obligations shall not apply to any matter arising out of (i) Contractor's or any Downstream Contractor's breach of this Agreement or violation of any Privacy Law, or (ii) the use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor where such use or disclosure involved a breach of this Agreement or violation of any Privacy Law by Contractor or any Downstream Contractor.

(d) To the extent, if any, that Contractor has limited its liability, whether with a maximum recovery for damages or a disclaimer against any consequential, indirect or punitive damages, or other limitations (including, without limitation, caps on legal fees or other Damages) in the Underlying Agreement or in any other agreement to which Contractor and Business Associate are parties or are hereafter parties, such limitations shall exclude all Damages to Business Associate arising out of (i) Contractor's or any Downstream Contractor's breach of this Agreement or violation of any Privacy Law or (ii) the use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor.

6. **Agreement to Comply with Law.** The Parties hereby acknowledge that Privacy Laws relating to electronic data security and privacy are rapidly evolving and that amendment of the Underlying Agreement may be required to provide for different or additional procedures to ensure compliance with such developments. The Parties agree to cooperate in amending this Agreement from time to time as necessary for compliance with the requirements of the HIPAA Rules and any other Privacy Laws. Business Associate

may terminate the Underlying Agreement upon written notice in the event Contractor fails or refuses to amend this Agreement as reasonably requested by Business Associate in order to comply with Privacy Laws.

7. **Effect on Agreement.** Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Agreement shall remain in full force and effect. This Addendum shall control to the extent of any inconsistency between this Addendum and the Agreement.

8. **Independent Contractors.** Contractor is retained by Business Associate as an independent contractor, and not as an agent. The provisions of this Agreement are intended to create any partnership, joint venture, agency or employment relationship between Business Associate and Contractor or between any Party and the employees, agents or independent contractors of the other Party. Business Associate shall neither have nor exercise any direction or control over the manner or methods by which Contractor performs the services under this Agreement.

9. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules and other Privacy Laws. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

10. **Regulatory References.** A reference in this Agreement to any section or subsection of any Privacy Law shall mean the section or subsection as in effect or as amended.


11. **Notification.** All notifications by Contractor required under this Agreement shall be in writing addressed to Business Associate at the address for notices to Business Associate as set forth in this Agreement (or, in the absence of any such address, at its principal place of business), and shall be in addition to (and not in lieu of) any notifications pursuant to the Agreement. All notifications by Business Associate required under this Agreement shall be in writing addressed to Subcontractor at the address for notices to Contractor as set forth in the Agreement (or, in the absence of any such address, at its principal place of business), and shall be in addition to (and not in lieu of) any notifications pursuant to this Agreement.

12. **Survival.** The obligations of Contractor and the rights of Business Associate under Sections 2, 3, 5(c) and (d), 6, 7 and 12 of this Agreement shall survive the termination of this Agreement.

[Signature page follows]


IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

**BUSINESS ASSOCIATE:**

By:   
Print Name: Sara Caron  
Title: Director HR

**CONTRACTOR:**

**MEDICAL RISK SOLUTIONS, LLC dba  
MY HEALTH ONSITE**

By:   
Print Name: Brian Branham  
Title: Member

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## EXHIBIT D2

### BUSINESS ASSOCIATE AGREEMENT

**THIS CONTRACTOR BUSINESS ASSOCIATE AGREEMENT** (this “Agreement”) is made and entered into this 15<sup>th</sup> day of October, 2024 (the “Effective Date”), by and between Marion County Board of County Commissioners \_\_\_\_\_ (“Contractor”), and **MEDICAL RISK SOLUTIONS, LLC dba MY HEALTH ONSITE** (“Business Associate”). Business Associate and Contractor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

#### RECITALS

A. Business Associate furnishes services for Covered Entities involving the use or disclosure of protected health information (“PHI”) of the Covered Entity and has entered into a business associate agreement or business associate addendum (each, as amended from time to time, an “Upstream BAA”) with such Covered Entity.

B. Contractor has entered into an agreement for one or more Covered Entities serviced by Business Associate pursuant to which Contractor furnishes, or will furnish, certain services described therein involving the creation, receipt, maintenance, or transmission of certain Health Information, some of which may constitute PHI of one or more of the Covered Entities.

C. Business Associate and Contractor intend to protect the privacy and provide for the security of Covered Entity PHI in compliance with the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164 (the “HIPAA Rules”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and applicable state laws and regulations to the extent that they are not preempted (“State Laws”).

D. The purpose of this Agreement is to satisfy certain standards and requirements of the HIPAA Rules relating to business associate agreements.

E. This Agreement is intended to supersede, as of the Effective Date, any prior business associate agreement between Business Associate and Contractor related to the Underlying Agreement or to any other agreement to furnish the Services to Business Associate.

**NOW THEREFORE**, in consideration of the premises and of the covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

13. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meanings (if any) given such terms in the applicable HIPAA Rules. A change to a HIPAA Rule which modifies any defined HIPAA Rule term, or which alters the regulatory citation for the definition, shall be deemed incorporated into this Agreement. Terms defined above shall

have the meanings set forth above, except as otherwise provided in this Agreement.

(a) “**Business Day**” shall mean a day other than a Saturday, Sunday or legal holiday under federal law.

(b) “**Covered Entity PHI**” shall mean (i) PHI created, received, maintained or transmitted by or on behalf of a Covered Entity, and (ii) PHI created, received, maintained or transmitted by Business Associate or Contractor (or any of their agents or Downstream Contractors) from or on behalf of a Covered Entity.

(c) “**Damages**” shall mean claims, losses, liabilities, costs, fines, penalties and other expenses (including, without limitation, reasonable attorneys’ fees).

(d) “**Data Aggregation**” shall have the meaning given such term in 45 CFR §164.501.

(e) “**Designated Record Set**” shall have the meaning given such term in 45 CFR §164.501.

(f) “**Discover**” and “**Discovery**” shall have the meanings given such terms in 45 CFR §164.410.

(g) “**Downstream Contractor**” shall mean a “Contractor” (as such term is defined in 45 CFR §160.103) that creates, receives, maintains or transmits Covered Entity PHI on behalf of Contractor.

(h) “**ePHI**” shall have the meaning given to the term “electronic protected health information” in 45 CFR §160.103.

(i) “**Health Information**” shall have the meaning given to such term in 45 CFR §160.103.

(j) “**Individual**” shall have the meaning given to such term in 45 CFR §160.103, and shall include, without limitation, a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(k) “**Notification Event**” shall have the meaning set forth in Section 2(k).

(l) “**Privacy Law**” shall mean any applicable law or regulation relating to the privacy, security or confidentiality of PHI, including, without limitation, the HIPAA Rules, HIPAA, the HITECH Act, and State Laws relating to the privacy, security or confidentiality of PHI or to breach notification.

(m) “**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.

(n) “**Protected Health Information**” or “**PHI**” shall have the meaning given to such term in 45 CFR §160.103.

(o) “**Required By Law**” shall have the meaning given to such term in 45 CFR §164.103 and shall be subject to any additional requirements created under the HIPAA Rules.

(p) “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(q) “**Security Breach**” shall mean a “breach” as defined in 45 CFR §164.402 with respect to Unsecured PHI.

(r) “**Security Incident**” shall have the meaning given such term in 45 CFR §164.304.

(s) “**Security Rule**” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(t) “**Unsecured PHI**” shall have the meaning given such term in 45 CFR §164.402.

14. **Obligations and Activities of Contractor.**

(a) Contractor shall not use or disclose Covered Entity PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Contractor shall use appropriate safeguards and comply with the Security Rule with respect to ePHI, to prevent use or disclosure of Covered Entity PHI other than as provided for by this Agreement.

(c) Contractor shall comply with all laws, rules and regulations (including, without limitation, all Privacy Laws) relating to the use or disclosure of Covered Entity PHI.

(d) Contractor agrees to comply with and be subject to the same restrictions, conditions and requirements that apply to Business Associate with respect to Covered Entity PHI.

(e) In accordance with 45 CFR §164.308(b)(2) and 45 CFR §164.502(e)(1)(ii), contractor shall ensure that any Downstream Contractors agree to the same restrictions, conditions and requirements that apply to

(f) Contractor with respect to Covered Entity PHI. Such agreements shall be documented in writing in accordance with the HIPAA Rules.

(g) Contractor shall make available Covered Entity PHI maintained by Contractor in a Designated Record Set to the applicable Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR §164.524. Such information and access shall be provided by Contractor within five (5) Business Days of receiving a request from



Business Associate. If Contractor receives from an Individual a request for access to PHI, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving the request.

(h) Contractor shall make available Covered Entity PHI for agreement and incorporate any amendments to Covered Entity PHI in accordance with 45 CFR §164.526. If Contractor receives from an Individual a request to amend PHI, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving such request.

(i) Contractor shall maintain and make available to Business Associate such information required in order to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528. Such information shall be provided by Contractor within five (5) Business Days of receiving a request from Business Associate. If Contractor receives from an Individual a request for an accounting of disclosures, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving such request.

(j) To the extent, if any, that Contractor is to carry out one or more of a Covered Entity's or Business Associate's obligations under the Privacy Rule, Contractor shall comply with the requirements of the HIPAA Rules that apply to such Covered Entity and/or Business Associate, as applicable, in the performance of such obligations.

(k) Contractor shall make Contractor's internal practices, books and records available to the Secretary for purposes of determining compliance with the HIPAA Rules. From time to time upon reasonable notice and during business hours, Business Associate may inspect the relevant facilities, systems, books and records of Contractor to monitor compliance with this Agreement.

(l) Contractor agrees to implement effective systems for Discovery and prompt reporting to Business Associate of any Security Breach. Contractor shall notify Business Associate without unreasonable delay, and in no case later than five (5) Business Days after becoming aware of or otherwise Discovering, any of the following events ("Notification Events"): (i) any Security Incident relating to Covered Entity PHI, (ii) any use or disclosure of Covered Entity PHI that is not provided for by this Agreement, the Underlying Agreement or Required By Law, (iii) any Security Breach relating to Unsecured PHI, or (iv) any access, use or disclosure of Covered Entity PHI in violation of this Agreement, the Underlying Agreement or the Privacy Rule. Such notification shall include, at a minimum, the following, to the extent possible:

- The date and time of each Notification Event;
- The date each Notification Event was Discovered;
- Identification of the PHI accessed, used or disclosed;
- Identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used or disclosed
- Description of the Notification Event;

- Description of the mitigation steps taken to contain the Notification Event and an assessment of the level of compromise to PHI;
- Description of the plan to correct the compromises and to prevent reoccurrences of the Notification Event in the future;
- Such information as required in order to satisfy breach reporting obligations of Covered Entity, Business Associate or Contractor; and
- Such other information as Business Associate may reasonably request.

Contractor shall cooperate with Business Associate and Covered Entity to investigate the applicable Notification Event, mitigate or take corrective action to cure any Notification Events, and inform affected Individuals in compliance with applicable law, including, without limitation, Privacy Laws. Contractor shall be responsible for any and all costs associated with responding to and mitigating Notification Events that arise out of the acts or omissions of Contractor or any Downstream Contractor or of their officers, directors, employees, agents or contractors, or out of a breach of this Agreement by Contractor.

(m) If Contractor receives a subpoena, court or administrative order or other discovery request or mandate for release of Covered Entity PHI, Contractor shall immediately notify Business Associate, in writing, of the request, so that Business Associate and/or the applicable Covered Entity, as applicable, may seek a protective order or other appropriate remedy, and Contractor shall reasonably cooperate with Business Associate and/or the applicable Covered Entity, as applicable, should Business Associate and/or the applicable Covered Entity, as applicable, seek such protective order or other remedy. Contractor shall, to the extent possible, consult with Business Associate and the applicable Covered Entity prior to responding and shall advise Business Associate of how it intends to respond as soon as such determination is made.

#### 15. **Permitted Uses and Disclosures by Contractor.**

(a) Contractor may use or disclose Covered Entity PHI only (i) as necessary to perform the Services of Subcontractor in accordance with this underlying Agreement, (ii) as Required By Law, provided that Contractor promptly provides advance written notice to Business Associate of its intent to disclose PHI so that Business Associate and/or the applicable Covered Entity, as applicable, may seek a protective order or other appropriate remedy, and that Contractor shall cooperate fully with Business Associate and/or the applicable Covered Entity, as applicable, should Business Associate and/or the applicable Covered Entity, as applicable, seek such protective order or other remedy, (iii) to a Downstream Contractor in accordance with and subject to 45 CFR §164.308(b)(2), 45 CFR §164.502(e), or the terms of this underlying Agreement.

(b) Contractor may, to the extent (if any) reasonably necessary in order for Contractor to perform its Services pursuant to this Agreement, use PHI of Covered Entity to de-identify the information in accordance with 45 CFR §164.514(a)-(c), so that the Health Information (i) does not identify an Individual, and (ii) with respect to which there is no reasonable basis to believe the information can be used to identify an Individual.

(c) When using, disclosing or requesting Covered Entity PHI, Contractor shall make reasonable efforts to limit the use, disclosure or request of the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, and shall comply with the minimum necessary policies and procedures of the applicable Covered Entity. Contractor shall also comply with guidance as issued from time to time by the Secretary on minimum necessary standards under the Privacy Rule and with applicable minimum necessary requirements under the HIPAA Rules.

(d) Contractor may, to the extent (if any) reasonably necessary in order for Contractor to perform its Services pursuant to the Underlying Agreement, use Covered Entity PHI to provide Data Aggregation services relating to the health care operations of Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(e) Contractor shall not use or disclose Covered Entity PHI in any manner that would violate the Privacy Rule or an Upstream BAA if done by Business Associate, except for the specific uses and disclosures set forth in subsection (a) of this Section.

(f) **Obligations of Business Associate to Provide Information.** Business Associate shall use reasonable efforts to notify Contractor of:

(g) any terms of Upstream BAAs, to the extent that such terms may affect Contractor's use or disclosure of Covered Entity PHI pursuant to this Addendum;

(h) any limitation(s) in the notice of privacy practices of any Covered Entity under 45 CFR §164.520, to the extent that such limitation is known to Business Associate and may affect Contractor's use or disclosure of Covered Entity PHI pursuant to this Agreement;

(i) any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes are known to Business Associate and may affect

(j) Contractor's use or disclosure of Covered Entity PHI pursuant to this Agreement; and

(k) any restriction on the use or disclosure of PHI that a Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction is known to Business Associate and may affect Contractor's use or disclosure of Covered Entity PHI.

#### 16. **Term and Termination.**

(a) The term of this Agreement shall be effective as of the Effective Date, and shall terminate on the earlier of: (i) termination of the Underlying Agreement, unless upon termination of the Agreement Contractor needs to access Covered Entity PHI in order to perform the Services pursuant to this Agreement, in which case termination of this Addendum pursuant to this subsection (a)(i) shall occur when Contractor no longer has any need to access Covered Entity PHI in order to perform the Services pursuant to this

Agreement, (ii) termination as authorized in this Section 5 or in Section 7, or (iii) written notice by Business Associate to Contractor of the termination of the BAA.

(b) A breach or violation by Contractor of any material term of this Agreement shall constitute a breach and shall provide grounds for immediate termination of the Underlying Agreement by Business Associate, notwithstanding any terms of the Underlying Agreement or any other agreement to the contrary. If Business Associate determines that

(c) Contractor has violated or breached a material term of this Agreement, Business Associate may:

- (1) Provide an opportunity for Contractor to cure the breach or end the violation within such time deemed appropriate by Business Associate in its sole discretion, and terminate this Agreement upon written notice to Contractor if Contractor does not cure the breach or end the violation within the time specified by Business Associate in its sole discretion; or
- (2) Terminate this Agreement upon written notice to Contractor.

(d) Upon termination of this Agreement for any reason, Contractor shall, with respect to Covered Entity PHI:

- (1) Return to Business Associate (or, if agreed to by Business Associate, destroy) all Covered Entity PHI that Contractor still maintains in any form, provided that if Contractor determines in good faith that returning or destroying Covered Entity PHI is infeasible, Contractor shall immediately provide to Business Associate notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible;
- (2) Continue to use appropriate safeguards and comply with the Security Rule with respect to ePHI to prevent use or disclosure of the ePHI, other than as provided for in this Section 5, for as long as Contractor retains the ePHI; and
- (3) Not use or disclose any Covered Entity PHI that is retained by Contractor, other than for the purposes for which such PHI was retained and subject to the terms of this Agreement.
- (4) Upon termination of this Agreement with respect to Covered Entity PHI of a particular Covered Entity, the terms of subsection (c) of this Section shall apply with respect to the Covered Entity PHI of such Covered Entity, notwithstanding that this Agreement may

continue in effect with respect to Covered Entity PHI of other Covered Entities.

17. **Indemnification; Remedies.**

(a) Contractor shall indemnify, hold harmless and defend Business Associate and its officers, directors, managers, members, employees, and agents, from and against any and all Damages incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any breach of this Agreement by Contractor, (ii) any negligent, willful or improper use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor, (iii) any violation of any Privacy Law by Contractor or any Downstream Contractor, or (iv) Notification Events that arise out of the acts or omissions of Contractor or any Downstream Contractor.

(b) Contractor acknowledges and stipulates that its unauthorized use or disclosure of Covered Entity PHI would cause irreparable harm to Covered Entity and Business Associate, and in such event, Business Associate shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain Damages and injunctive relief, together with the right to recover from Contractor costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of this Agreement or any such unauthorized use or disclosure.

(c) To the extent, if any, that Business Associate is obligated to indemnify, defend or hold harmless Contractor or any Downstream Contractor in the Underlying Agreement or in any other agreement to which Contractor and Business Associate are parties or are hereafter parties, such obligations shall not apply to any matter arising out of (i) Contractor's or any Downstream Contractor's breach of this Agreement or violation of any Privacy Law, or (ii) the use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor where such use or disclosure involved a breach of this Agreement or violation of any Privacy Law by Contractor or any Downstream Contractor.

(d) To the extent, if any, that Contractor has limited its liability, whether with a maximum recovery for damages or a disclaimer against any consequential, indirect or punitive damages, or other limitations (including, without limitation, caps on legal fees or other Damages) in the Underlying Agreement or in any other agreement to which Contractor and Business Associate are parties or are hereafter parties, such limitations shall exclude all Damages to Business Associate arising out of (i) Contractor's or any Downstream Contractor's breach of this Agreement or violation of any Privacy Law or (ii) the use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor.

18. **Agreement to Comply with Law.** The Parties hereby acknowledge that Privacy Laws relating to electronic data security and privacy are rapidly evolving and that amendment of the Underlying Agreement may be required to provide for different or additional procedures to ensure compliance with such developments. The Parties agree to cooperate in amending this Agreement from time to time as necessary for compliance with the requirements of the HIPAA Rules and any other Privacy Laws. Business Associate

may terminate the Underlying Agreement upon written notice in the event Contractor fails or refuses to amend this Agreement as reasonably requested by Business Associate in order to comply with Privacy Laws.

19. **Effect on Agreement.** Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Agreement shall remain in full force and effect. This Addendum shall control to the extent of any inconsistency between this Addendum and the Agreement.

20. **Independent Contractors.** Contractor is retained by Business Associate as an independent contractor, and not as an agent. The provisions of this Agreement are intended to create any partnership, joint venture, agency or employment relationship between Business Associate and Contractor or between any Party and the employees, agents or independent contractors of the other Party. Business Associate shall neither have nor exercise any direction or control over the manner or methods by which Contractor performs the services under this Agreement.

21. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules and other Privacy Laws. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

22. **Regulatory References.** A reference in this Agreement to any section or subsection of any Privacy Law shall mean the section or subsection as in effect or as amended.

23. **Notification.** All notifications by Contractor required under this Agreement shall be in writing addressed to Business Associate at the address for notices to Business Associate as set forth in this Agreement (or, in the absence of any such address, at its principal place of business), and shall be in addition to (and not in lieu of) any notifications pursuant to the Agreement. All notifications by Business Associate required under this Agreement shall be in writing addressed to Subcontractor at the address for notices to Contractor as set forth in the Agreement (or, in the absence of any such address, at its principal place of business), and shall be in addition to (and not in lieu of) any notifications pursuant to this Agreement.


24. **Survival.** The obligations of Contractor and the rights of Business Associate under Sections 2, 3, 5(c) and (d), 6, 7 and 12 of this Agreement shall survive the termination of this Agreement.


[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

**BUSINESS ASSOCIATE:**  
**MEDICAL RISK SOLUTIONS, LLC dba**  
**MY HEALTH ONSITE**

**CONTRACTOR:**

By:   
Print Name: Brian Branham  
Title: Member

By:   
Print Name: Sara Caron  
Title: Director HR

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## EXHIBIT E1

### Nondisclosure and Confidentiality Agreement

This Nondisclosure Confidentiality Agreement (the "Agreement") is entered into by and between Marion County Board of County Commissioners, with its principal offices at 601 SE 25<sup>th</sup> Ave., Ocala, FL 34471 ("Disclosing Party") and **Medical Risk Solutions, LLC, dba My Health Onsite** located at **2710 Rew Circle, Suite 200, Ocoee, FL 34761** ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.
3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the management an Employee Health Center for the Marion County Board of County Commissioners and its employees, retirees and dependents by the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately upon termination of this Agreement if Disclosing Party requests it in writing.



4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.


Marion County, a Political Subdivision of the State of Florida

\_\_\_\_\_ (Signature)

Michelle Stone

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

**Receiving Party - Medical Risk Solutions, LLC dba My Health Onsite**

 \_\_\_\_\_ (Signature)

Brian Branham \_\_\_\_\_ (Typed or Printed Name)

Date: 10/15/2024

## EXHIBIT E2

### Nondisclosure and Confidentiality Agreement

This Nondisclosure Confidentiality Agreement (the "Agreement") is entered into by and between **Medical Risk Solutions, LLC, dba My Health Onsite** located at **2710 Rew Circle, Suite 200, Ocoee, FL 34761** ("Disclosing Party") and Marion County Board of County Commissioners, with its principal offices at 601 SE 25<sup>th</sup> Ave., Ocala, Fl 34471 ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order..
3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the management an Employee Health Center for the Marion County Board of County Commissioners and its employees, retirees and dependents by the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately upon termination of this Agreement if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

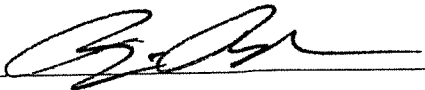
6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**Disclosing Party - Medical Risk Solutions, LLC dba My Health Onsite**

 \_\_\_\_\_ (Signature)

Brian Branham \_\_\_\_\_ (Typed or Printed Name)

Date: 12/15/2024

**Marion County, a Political Subdivision of the State of Florida -**

\_\_\_\_\_ (Signature)

Michelle Stone

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