



## EVERSIDE CLIENT AGREEMENT

This Client Agreement (the “Agreement”) is made and entered into as of the date of last signature (“Effective Date”) by and between Indian River County (“Client”), a county of Florida located at \_\_\_\_\_, and Everside Health, LLC (“Everside”), a Delaware limited liability company located at 1400 Wewatta Street, Suite, 350, Denver, CO 80202. Client and Everside are each individually a “Party” and collectively the “Parties” to this Agreement.

### RECITALS

WHEREAS, Everside provides comprehensive primary care medical services to employees and dependents of employees via on-site and/or near-site health centers;

WHEREAS, Client maintains a health plan for eligible participating members and desires to offer to its members on-site or near-site primary care services;

WHEREAS, Client wishes to offer to its employees and their eligible dependents the comprehensive primary care medical services offered by Everside; and

WHEREAS, Client and Everside wish to memorialize their agreement as set forth below.

THEREFORE, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged by the parties, the parties agree to the following terms and conditions:

### TERMS AND CONDITIONS

1. Definitions. The following terms used in this Agreement are defined as follows:

1.1 “Everside Health Center” means the health and wellness center which is built out and managed by Everside on behalf of Client and available for use by enrolled Members. The Everside Health Center hereunder shall be located at an address to be mutually agreed to by the Parties.

1.2 “Everside Services” means Everside’s suite of services described in Section 3.1 of this Agreement.

1.3 “Health Center Opening Date” means the date documented on which Members first have access to an Everside Health Center to be agreed to by the Parties.

1.4 “Confidential Information” means (a) any technical and non-technical information related to Everside’s business and current, future and proposed products and services of Everside or its existing or proposed affiliates; (b) all intellectual property, discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trademarks, information concerning research, product development or design; (c) business plans or planning, financial information, procurement requirements, engineering and manufacturing information, customer or employee

lists and information, business forecasts, sales information, marketing plans and other business information; (d) pricing with respect to any and all of Everside's Services or products or proposed Services or products; and (e) any information that may be made known to the other and which the other has received that each Party shall be obligated to treat as confidential or proprietary, whether or not marked as confidential.

1.5 "Eligibility File" means a census file that Client, or its service provider, issues to Everside to determine Members who are eligible to receive Everside Services. Client hereby represents that all individuals listed on an Eligibility File shall be Eligible Members.

1.6 "Good Cause" means personal misconduct that materially disrupts the delivery of Everside Services; a breach of this Agreement by the Physician or Provider that has not been cured; the loss of license to practice medicine by the Physician or loss of license/certification by a Provider; or the conviction of the Physician or Provider of any crime punishable as a felony involving immoral conduct.

1.7 "Medical Team" means the one (1) full-time nurse practitioner and two (2) full-time medical assistants contracted to staff the Everside Health Center ("Standard Staffing"); plus the one (1) full-time advanced practice provider (i.e., a nurse practitioner or a physician assistant) that may be contracted to staff the Everside Health Center once patient utilization of available appointments meets or exceeds 66% and upon approval by the Client ("Supplemental Staffing"). Furthermore, if elected by Client, the Medical Team also means the one or more dietician(s) and/or LCSW(s) contracted to staff the Everside Health Center. Everside shall be responsible for the selecting and retaining of the physicians and non-physician practitioners. Everside will use its best efforts to promptly staff the Everside Health Center. However, Client agrees that Everside may utilize temporary staffing coverage having at least the same level of designation, including but not limited to virtual physicians and non-physician practitioners or those with varying licenses, which may temporarily impact Everside Services to some extent. If any Physician or Provider is temporarily absent, Everside will make reasonable efforts to obtain appropriate fill-in coverage. The Parties understand that fill-in coverage may not always be available for absences occurring with little notice.

1.8 "Members" or "Eligible Members" means the following individuals who shall have access to the Everside Health Center as provided in Section 2.2 of this Agreement: Client's current employees as of the month of the relevant census who are eligible for and participating in Client's health plan and spouses, partners, dependent children 2 years of age and older and others participating in Client's health plan through those participating employees. To the extent that Client has chosen to include Medicare Part B Primary beneficiaries in its plan documents, Client agrees to be fully and solely responsible for all covered Everside items and Services for any such beneficiary listed on any eligibility census file that Client provides to Everside. Everside shall not submit any claim or fee for service to Medicare, Medicaid, or any other payor.

1.9 "Physician" means a duly licensed physician, when one is part of the Medical Team, who is contracted to furnish the professional medical services and/or provide collaborative or supervisory services which are a component of Everside Services to Members.

1.10 "Provider" means a duly licensed nurse practitioner or physician assistant who is

contracted to furnish certain services that are a component of Everside Services to Members.

1.11 “Staffing Date” means the date on which Everside engages Medical Team members prior to the Health Center Opening Date.

1.12 “Start-Up Costs” means the total cost associated with the set-up activities and assets in accordance with the criteria set forth in **Exhibit D**.

## 2. Retention.

2.1 Engagement of Everside. During the term of this Agreement, Client hereby retains Everside as Client’s primary provider of membership-based health center, primary care and wellness services, and Everside agrees to make available such services and to provide administrative services. Pursuant to this Agreement, Client and Everside agree to establish an on-site or near-site Everside Health Center for Client Members.

2.2 Member Enrollment. Members will be eligible to enroll in the Everside Health Center upon the receipt by Everside of an Eligibility File from Client. During the Term of this Agreement and subject to Everside Health Center policies, an enrolled Member will remain enrolled in the Everside Health Center until Everside receives from Client 1) notice that a Member has disenrolled for any reason and 2) an Eligibility File that does not include such Member’s information. Client shall submit to Everside a current census of covered lives by the 7<sup>th</sup> calendar day of each month, listing those Members as of the 1<sup>st</sup> calendar day of the same month.

## 3. Everside Responsibilities.

3.1 Everside Services. Everside shall ensure that Members enrolled in the Everside Health Center have access to the following services, provided directly by the Medical Team or Everside’s authorized and legitimate subcontractors, meeting all applicable state and federal legal requirements, at the Everside Health Center:

- (a) Primary health care services, including non-emergency episodic care and preventive care for all enrolled Members;
- (b) Electronic medical records and a Member portal to view such records;
- (c) Tailored care plans for adult Members;
- (d) Health education for Members;
- (e) Standard On-Site lab and dispensary services described in **Exhibit C**;
- (f) Periodic identification of gaps in care, patterns of disease and trends in Member adherence across the Client’s eligible population
- (g) Referrals to specialist physicians, as appropriate
- (h) Contacting Eligible Members by telephone and unsecure e-mail on behalf

of Client and upon patient consent via text message at the contact information provided to Everside by Client;

(i) **Wellness Portal Services.** The Wellness Portal, through Everside’s third-party vendor, offers a web-based platform that is accessible 24/7 to participants. The platform allows for personalized programs and branding, and includes access to video courses, educational content, and incentive reporting tools. The platform also allows for individual-level tracking of employee participation in earning points and incentives. Wellness Portal capabilities focus on wellness using personal involvement and responsibility and provide specific educational recommendations and activities for current eligible participants aged 18+, whom Client has determined can participate in the Wellness Portal (“Eligible Participant”). Client is solely responsible to manage any incentives. NOTE: THE WELLNESS PORTAL DOES NOT ESTABLISH (OR REPLACE) A DOCTOR-PATIENT RELATIONSHIP OR ANY OTHER RELATIONSHIP BETWEEN A PATIENT AND A HEALTHCARE PROVIDER. THE PORTAL DOES NOT CONSTITUTE THE PRACTICE OF ANY MEDICAL, NURSING OR OTHER PROFESSIONAL HEALTH CARE ADVICE, DIAGNOSIS OR TREATMENT. NOTHING IN THE PORTAL SHOULD BE CONSIDERED MEDICAL OR NURSING ADVICE OR TREATMENT, NOR SHOULD THE PROGRAMS BE USED AS A SUBSTITUTE FOR MEDICAL OR NURSING ADVICE OR TREATMENT; and

(j) Any other services as listed in **Exhibit A**, as may be revised from time to time with mutual consent of the parties.

3.2 Management Services. Everside shall provide management services necessary and appropriate to operate the Everside Health Center and to provide the Everside Services. Client shall direct any inquiries, comments or concerns about Everside Services only to Everside. Everside’s management services shall include:

- (a) Assumption of responsibility for all Everside Services.
- (b) Assumption of responsibility to establish, prepare, maintain and routinely review protocols in the areas of direct clinical responsibilities, in accordance with those standards of practice and guidelines published by national boards and/or other relevant healthcare agencies, which are appropriate in Everside’s sole discretion.
- (c) Assumption of responsibility for staffing and scheduling for the Everside Health Center, Everside Services, and Medical Team.
- (d) Assumption of responsibility for all Member communications, outreach, engagement, and appointment scheduling for the Everside Health Center.
- (e) Promotion of cost containment and cost reductions in all areas of responsibility.
- (f) Meeting with the Medical Team on a monthly basis to review clinical and administrative issues.
- (g) Preparing monthly reports on utilization of Everside Services, clinical

measures, patient satisfaction scores, and relevant administrative issues. Other reports involving aggregated and population level health status, shall be provided periodically as agreed to by the Parties. Custom reports (reports which would require additional parameters and/or customization of data) may be available upon request of Client and agreement by Everside at a cost of One Hundred Fifty dollars (\$150.00) per hour. No individually identifiable health information will be included in such reports unless specifically authorized in writing by the subject(s) of such information.

(h) Supporting Client's efforts at creating an organizational culture for better employee health and wellbeing.

(i) Collaborating with Client to review and improve medication selection for clinical effectiveness and efficiency.

(j) Obtaining and providing the supplies necessary for the provision of Everside Services.

(k) Ensuring that staffing at the Everside Health Center remains appropriate to meet the needs of Members if and to the extent that total membership at the Everside Health Center changes over time.

(l) Planning, designing, building, renovating, equipping and and/or repairing the Everside Health Center on a site designated by Client with Everside's approval.

3.3 Physician and Provider Licenses, Certifications, Coverages. Everside shall assure that each Physician and Provider maintains an unlimited and unrestricted license or certification, as appropriate, to practice his or her profession in good standing, as necessary to perform the Everside Services. Everside shall also ensure that each Physician and Provider has sufficient occurrence-based medical malpractice coverage and has taken all other steps to qualify as a qualified provider as necessary to comply with applicable state law during the term of this Agreement.

3.4 Selection and Removal of Everside Medical Team. Everside shall have the sole discretion to engage, retain or remove all Everside Medical Team members.

(a) Qualified Applicants. Everside shall recruit physician and provider applicants for the Medical Team who are qualified to provide those Everside Services that are within their respective scope of practice as defined by applicable state law.

(b) Criteria for Engagement of Everside Medical Team. Everside shall inform Client of qualified applicants for the Everside Health Center. The Parties agree that Client shall designate a representative or representatives to meet with and evaluate such applicants. Client may object to the engagement of a Medical Team member for any lawful reason.

(c) Criteria for Client to Request Removal of an Everside Medical Team member. If Client provides Everside with a written request to remove an Everside Medical Team member, specifying Good Cause reason(s) to remove such individual, Everside shall do so within a time frame mutually agreed upon by Everside and Client. The time frame for removal shall not impair the provision of Everside Services unless Everside has determined that the continuing

performance of Everside Services by the Medical Team member raises quality of care concerns or liability or risk management issues, in which case the Medical Team member shall be removed immediately. If Medical Team member is otherwise disruptive to the operations of Client, Everside shall meet with Client to discuss such issues in good faith.

3.5 Selection, Maintenance, and Utilization of Equipment. Except as provided in this Section, Everside shall consult with Client and shall select all equipment, furniture, and supplies necessary for establishing and operating the Everside Health Center. Everside shall purchase the agreed upon equipment, furniture, and supplies for reimbursement by Client upon submittal of an invoice. Everside will make recommendations to Client about the need for repairs and replacement of equipment, furniture and supplies, as appropriate. During design of the occupied space, Everside may provide an estimated budget to Client for all equipment, furniture, and supplies that are necessary for clinic operation. Expenditures that have not been budgeted for the clinic operation must receive prior approval by the Client and the Client will work in good faith with Everside to address any issues that have an impact to patient care in a timely manner.

(a) Data-Creating and Data-Hosting Equipment. With respect to computers and other data-creating and data-hosting equipment, and telecommunications equipment, Everside shall be responsible for selecting, obtaining, maintaining, and replacing all computers (hardware and software), printers, scanners, facsimile machines, cellular phones, and other such equipment (hereinafter “Technology”) necessary for Everside to provide Everside Services at the Everside Health Center.

3.6 Medical Records. Everside shall cause Everside Physicians and Providers to maintain medical records in accordance with professional standards and applicable state and federal laws, including the HIPAA Privacy and Security Rule. Everside shall have ownership and control of such medical records and under no circumstances shall Client have access to any medical record without the direct written authorization of the subject of such record. At all times, the use or disclosure of protected health information shall be subject to all applicable statutes and regulations relating to the privacy, security and confidential of patient records, including HIPAA and applicable state laws.

3.7 Members with a High Deductible Health Plan and a Health Savings Account Feature. Client may provide written notice to Everside of the fair market value, as determined by Client, for non-preventive services that Everside shall charge, until the deductible is satisfied, to Members contributing to a health savings accounts associated with a High Deductible Health Plan. Until Everside is notified otherwise, Everside shall charge Members \$0.00 for non-preventative care provided to Members contributing to a health savings account associated with a High Deductible Health Plan. Any notice pursuant to this Section 3.7 shall be provided in the following format:

Notice from [Client Name] (“Client”) to Everside Pursuant to Section 3.7

*By checking this box, Client agrees that the Monthly Fee provided in the Everside Client Agreement (“Agreement”) shall only cover preventive services for Members contributing to a health savings account associated with a High Deductible Health Plan until the Member’s deductible has been satisfied. Until the deductible is satisfied, Everside will charge such Members the fair market value rate for non-preventive care that Client selects below. Client acknowledges and agrees that its selection of a fair market value rate*

*is not based on any statement made by Everside.*

\$10.00

\$20.00

\$25.00

\$30.00

\$ \_\_\_\_\_

*By checking this box (and if allowable per applicable federal laws and regulations, including but not limited to ERISA), Everside will credit Client the amount of fair market value payments collected from Members for non-preventive care services (the "FMV Credit"). The FMV Credit will be reflected in the monthly invoices that Everside issues to Client under the Agreement.*

3.8 Confidentiality. Everside shall not disclose any privileged or Confidential Information which it either obtains or learns as a result of this Agreement. Without limiting the generality of the foregoing, Everside, as well as its principals, officer, employees, contractors, agents or assigns, shall maintain the confidentiality of any information defined as "Confidential Information" as well as any medical records, business or financial records, or matters of business practice of the other to which either shall have access or knowledge. This Section 3.8 shall survive the termination of this Agreement.

3.9 Signage and Branding. Everside shall design the signage displayed at the Everside Health Center and arrange in collaboration with Client for the production of such signs. Everside shall invoice Client for the costs of designing and producing the signage, with expenditures approved by Client in advance of Client's incurring such costs. Client's approval shall not be unreasonably withheld. Unless otherwise mutually agreed by the Parties, signage and all other branding requested, developed, or approved by either Party shall refer to the Everside Health Center as the "Indian River County Everside Health Center." All signage utilized at the selected location shall conform to all local signage requirements and Everside shall be responsible for permitting said signage through local jurisdiction.

3.10 Maintenance and Repair of Facility Services and Utilities. Everside shall arrange for certain Routine Maintenance Services (defined in **Exhibit E**) to be provided at Client's expense through independent or third-party vendors. Everside shall coordinate with these vendors as necessary to permit the services to be available at the Everside Health Center. In the event that any non-routine maintenance or repair related to these services or any utility services at the Everside Health Center becomes necessary, Everside shall arrange for such maintenance or repair and submit an invoice to Client for the expense(s) incurred.

3.11 Staff Training. Everside shall ensure that each member of the Medical Team receives training consistent with the terms of this Section 3.11. For any training that occurs after the Health Center Opening Date, Everside will provide Client with at least 30 days advance notice that the Medical Team will not be available on the specified day(s) to provide Everside Services at the Everside Health Center. In no event will the Health Center be closed for more than one business day per week due to training.

(a) Initial Training. Each member of the Medical Team will receive at least ten days of training before the end of his/her first year providing services at the Everside Health

Center. Whenever practicable, Everside will arrange for this training to be completed before the Health Center Opening Date.

(b) Ongoing Training. After the first one-year period following the Health Center Opening Date, the Medical Team will receive approximately five days of training per year. Everside shall provide at least thirty (30) days advance notice to Client for any days that an Everside Health Center will be closed for training.

3.12 General Liability and Workers Compensation. Everside shall maintain the following insurances in amounts that are appropriate to businesses which are similar in size or services to Everside in the states in which an Everside Health Center established hereunder is located:

(a) Worker's compensation insurance as required under applicable federal and state law, covering employer's liability and third-party actions against Everside arising out of operations under this Agreement.

(b) Standard comprehensive general liability insurance.

(c) Professional Medical Malpractice liability insurance.

Everside shall provide a certificate of insurance, prior to execution of the contract, evidencing the insurance required under this section, and shall provide 30 days' notice to the Client of cancellation or termination of coverage. The Client shall be named as additional insured on the General Liability policy. Everside shall provide 30 days' notice to Client of any revision in coverage, and shall provide a certificate of insurance to Client upon request.

3.13 Access to Premises. Client shall have prompt and appropriate access to the Everside Health Center except as necessary to comply with legitimate patient privacy and security interests.

3.14 E-Verify. Everside is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Everside is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

#### 4. Client Responsibilities.

4.1 Health Center Layout, Construction, and Building Services. Everside shall be responsible for providing, constructing (or converting, if applicable), and maintaining a space for the Everside Health Center that is suitable as medical office space and has the features, infrastructure, and access to services described in **Exhibits D and E** or that the Parties have otherwise agreed to regarding suitability. Client shall, upon the prior approval of Everside, select such space or location for the health center facility. Client shall be solely responsible for the costs required for or stemming from the construction, conversion, and/or repair of such facility and surrounding grounds, as applicable, which may include, without limitation, real estate broker fees, permits and/or licenses, architect and design services, insurance, taxes, occupancy fees, rent and deposits. Everside shall invoice Client on a monthly basis for all permitting, construction, and converting activities as needed.

4.2 Furniture, Fixtures, and Equipment. Everside shall purchase, provide, and



maintain, based on mutual agreement with Client, all necessary equipment, furniture, fixtures, and supplies listed in Exhibit D. All such items shall be the property of Client except for the data-creating and data-hosting equipment and telecommunications equipment described in Section 3.5(a) which shall be retained by Everside. Client shall act in good faith upon any reasonable recommendation by Everside for equipment repair or replacement. Everside shall invoice Client on a monthly basis for the above.

4.3 Confidentiality. Unless otherwise required by law, Client shall not disclose any privileged or Confidential Information which it either obtains or learns as a result of this Agreement. Without limiting the generality of the foregoing, Client, as well as Client's principals, officers, employees, contractors, agents or assigns, shall maintain the confidentiality of any information defined as "Confidential Information" as well as any business or financial records, matters of practice of the other to which either shall have access or knowledge, unless such disclosure is required by law. This Section 4.3 shall survive the termination of this Agreement.

4.4 Health Plan Responsibilities. Client shall execute the necessary documents, amendments, disclosures, and reported requirements by state and federal law to facilitate the integration of the Everside Health Center into the client's health plan.

4.5 General Liability and Workers Compensation. Client shall maintain the following insurances in amounts that are appropriate to businesses or other organizations which are similar in size or services to Client:

(a) Applicable Federal and State Worker's compensation acts, covering employer's liability and third-party actions against Everside arising out of operations under this Agreement.

(b) Standard comprehensive general liability insurance.

(c) General property casualty insurance on the Everside Health Center premises and its contents, in amounts consistent with similarly situated health centers.

Client shall provide a certificate of insurance, prior to execution of the contract, evidencing the insurance required under this section and shall provide 30 days' notice to Everside of cancellation, termination or revision of coverage.

4.6 Eligibility. Client shall be responsible for determining eligibility to receive Everside Services. In the absence of an agreement by the Parties to the contrary, Client shall ensure that an Eligibility File is transferred to Everside on a monthly basis. The Parties agree that Client may provide Everside with updates to an Eligibility File on a more frequent basis. Client shall provide an initial Eligibility File to Everside at least 45 days prior to the Health Center Opening Date. Client shall be responsible for ensuring that Eligible Members are not enrolled in a state or federal healthcare program (e.g., Medicare, Medicaid) as their primary coverage, except to the extent that Client has elected to be fully responsible for all Medicare Part B Primary patients' costs.

4.7 Data and Communication

(a) Eligibility Mechanism:

i. Member eligibility shall be determined through the use of the eligibility census files for Client's adult and child populations.

ii. Client will provide Everside eligibility files for the adult and minor populations of its employees and dependents within 30 days prior to the Health Center Opening Date, and then on-going monthly eligibility files.

iii. Eligibility files must include Social Security Numbers in addition to other data.

iv. Not providing timely and complete data, including Social Security Numbers, may result in reduced patient engagement and impaired billing procedures.

(b) Client shall, at its sole expense, provide the following data access:

i. Access to at least 3 years of prior (historic) medical and pharmacy claims experience data and corresponding eligibility data.

ii. Access to monthly data feeds of medical and pharmacy claims experience data and corresponding eligibility data throughout the term of the Agreement.

(c) Communications:

i. Client shall provide the home mailing address, email address, and phone numbers for all of Client's adult Eligible Members. In the event that Client does not provide email addresses for at least 90% Eligible Members ages 18 and older, then Client shall be responsible for additional direct mail marketing costs.

ii. Client and Everside shall agree upon a marketing campaign process, which delivers a time-based series of communications shown to maximize engagement of Eligible Members. Everside's marketing campaign process allows for customization within a prescribed set of parameters. In the event that Client requires additional customization outside of those parameters, then Client shall be responsible for additional marketing costs.

iii. Client shall educate Eligible Members about the Everside Health benefit through the benefits enrollment process (new hires and annual renewal).

iv. To reduce disruption to the communication Client must adhere to the Technology Compatibility Requirements of Everside (attached at **Exhibit F**).

v. Patients can manage their communication preferences, including opting out of various communications, directly with Everside.

4.8 Consents and Authorizations. Client represents and warrants that it has obtained and shall continuously obtain and maintain throughout the Term all necessary and required notifications, consents and/or authorizations required by applicable law to permit Everside to contact Eligible Members through unsecure electronic means, including unencrypted e-mail, telephone and with patient consent via text message.

5. Financial Arrangement. In consideration of Everside's responsibilities under this Agreement, Client shall pay to Everside the amounts described below.

5.1 Build-Out and Start-Up Costs. Client agrees to reimburse Everside on a pass-through basis, as incurred by Everside, for all Build-Out and Start-Up Costs listed below that Everside advises for the proper setup and administration of the Everside Health Center. If this Agreement should terminate for any reason prior to the full reimbursement of Build-Out and Start-Up Costs by Client, then all outstanding fees under this paragraph shall become due immediately with no right of offset. Start-Up Fees, means the total cost which have been incurred associated with the set-up activities and assets in accordance with the criteria set forth in **Exhibit D**, which

may include, but shall not be limited to: medical supplies (initial stock), pharmaceuticals and immunizations (initial stock), medical equipment (initial stock), general furnishings, staff salaries for onboarding and signing bonuses, soft and hard technology, marketing and communications, staff recruiting and training, and implementation travel expenses. The Build-Out and Start-Up Costs listed below shall be invoiced from Everside to Client on a monthly basis. Everside and Client shall mutually agree to all Build-Out Costs and Start-Up Fees during design of the occupied space. Such expenses shall become due and be paid in accordance with Section 5.3.

Category	Fee
Build-Out Costs (if applicable)	Pass-Through
Start-Up Fees	Pass-Through

5.2 Ongoing Operations and Staffing Fees. Client agrees to pay Everside the fees set forth below, as Everside determines for the proper operation of the Everside Health Center, effective on the Staffing Date for each month during the Initial Term and any Renewal Terms.

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<b>Pricing</b>	<b>Annual</b>	<b>Monthly</b>	<b>Fee Category Summary</b>
<i>Note: Pricing is based on Eligible Members as all employees eligible for and participating in Client's health plan, and their spouses and dependents ages 2 years and up</i>			
Start - Up Fee (Estimated; Client will pay actual costs)		~\$137,000	
Staffing/ Clinic Hours (Estimated)	~\$384,022	~\$32,001	Staff Salaries, Benefits, PTO & Fill in, Malpractice, Allocated Hiring Costs, Physician Oversight, and Everside Regional Oversight & Onsite Management
If elected:	Max in year 1:	Max in year 1: ≤	
Add-On Dietician (FT)	≤ \$144,192	≤ \$12,016	
Add-On Dietician (PT)	≤ \$ 87,900	≤ \$ 7,325	
Add-On LCSW (FT)	≤ \$176,292	≤ \$14,691	
Add-On LCSW (PT)	≤ \$107,196	≤ \$ 8,933	
Technology Costs	\$79,500	\$6,625	Wellness Portal, Phone & Internet under Everside's National Contract, EMR Licenses, Nurse Triage Line, Everside's Reporting Analytics & Everside Insights, Health Specialist Referral Tool Rubicon, IT Hardware Support, Multiple Software Licenses
Program Oversight/Central Support	\$98,974	\$8,248	Printing & Marketing Expenses, Facility Onsite Costs, Provider State Licensing and License Management, Health Center Spot Bonus
Management Fee	\$81,721	\$6,810	Everside SG&A and Related Corporate Costs
Wellness Fee		Included	Included in Technology Costs
Biometric labs/HRAs	HRAs completed with in-center staff are included at no additional cost. HRAs completed as on-site events may incur additional staffing expense. Biometric labs collected during HRAs will be billed on a pass-through basis.		
Claims Integration		Included	Included in Technology Costs
Pass Through- Labs (Estimated)	~\$20,285	~\$1,690	All Labs Sent Outside of Health Center for Processing.
Pass Through- Clinic/Office Supplies (Estimated)	~\$24,008	~\$2,001	Medical Supplies & Office Supplies
Pass Through- Staff Travel (Estimated)	~\$3,000	~\$250	Provider Travel & Meals
Pass Through- Rx (Estimated)	~\$27,528	~\$2,294	All Prescriptions Dispensed at Everside Health Center
Pass Through -Rent/Utilities and Maintenance	Actual Costs		Responsibility of Indian River County
Pass Through - Estimated Build Out	Actual Costs		Responsibility of Indian River County
<b>TOTAL</b>	<b>\$719,038</b>	<b>\$59,931.25</b>	Estimated (does not include start-up)

(a) Estimate of Staffing Fees. The monthly pass-through amount of Staffing fees is estimated to be \$32,001 per month (\$384,022 per year); actual Staffing fees may vary, and shall be approved in advance by Client. The monthly pass-through amount of Add-On Staffing Fees shall not exceed the amounts set forth in the table above for one year following the Health Center Opening Date. Should Everside determine that proper operation of the Everside Health Center regularly demands more hours, Everside will seek approval from the County to expand office hours and the Client shall be responsible for paying Everside for all overtime at pass-through, or the parties will negotiate regarding the addition of and rates for additional staff.

(b) Adjustment for Inflation.

(i) **Program Oversight/Central Support Fee.** On the first anniversary of the Effective Date and each subsequent year during the Initial Term and any Renewal Term, the “Program Oversight/Central Support Fee” shall be increased by three percent (3.0%) per year.

(ii) **Management Fee.** During the Initial Term, the “Management Fee” shall remain fixed with no fee increase. Upon the conclusion of the Initial Term, the Parties shall mutually agree on an increase to the “Management Fee” based on then-current Southeast region CPI indices, to take effect during each following Renewal Term.

(iii) **Staffing/Clinic Hours Costs and Technology Costs.** On the first anniversary of the Effective Date and each subsequent year during the Initial Term and any Renewal Term, Staffing/Clinic Hours Costs and Technology Costs indicated in the table above shall be increased by no more than three and one-half percent (3.5%) per year, or, upon Client’s prior approval, may be increased by an amount greater than three and one-half percent (3.5%) per year for costs of individual items/services (e.g., staffing costs).

5.3 Payment of Fees. Client shall pay any fees issued by Everside on a monthly basis, with payment occurring within 30 days of Client’s receipt of invoice. Notwithstanding anything in this Agreement to the contrary, if any invoice(s) or portion(s) of invoice(s) are not disputed in writing by Client within sixty (60) days of the date of the invoice, Client irrevocably waives its right to later dispute such invoice. Everside agrees to accept payment from Client via ACH payment and to provide all information required by Client to set up ACH payments.

(a) **Late Payments.** Any amounts due to Everside under this Article V that are not paid by the due date will be assessed a late fee of 1.25% per month that the amount remains unpaid.

(b) In the event the Health Center Opening Date is postponed by Client after a qualified candidate has been approved by Client, Client shall pay the monthly Program Oversight/Central Support Fee and Management Fee from the originally scheduled Health Center Opening Date as previously agreed to by Client. These fees will be due and payable to Everside. If the Health Center is closed for more than four business days within the month due to staffing unavailability without fault on Client’s part, Client’s sole remedy will be to have said costs prorated to reflect only those Health Center operating days that were provided to the Client by Everside during the month.

5.4 Intentionally omitted.

6. Shared Use and Access.

6.1 Sharing Arrangement. The Parties may consider allowing the members of other organizations (“Participating Groups”) to have access to the Client’s Everside Health Center to utilize Services, upon amendment to this Agreement.

7. Term and Termination of Agreement.

7.1 Term. This Agreement shall be effective on the Effective Date and continue for a period of five (5) years beyond the date Members have initial access to the Everside Health Center (the “Initial Term”). At the end of the Initial Term, the Agreement shall automatically extend for additional one (1) year periods (each a “Renewal Term”) unless either Party provides written notice not less than one hundred and eighty (180) days at any time after the Initial Term.

7.2 Termination. Notwithstanding the terms of Section 7.1, this Agreement shall be sooner terminated on the first to occur of the following:

(a) By Mutual Agreement. In the event Client and Everside shall mutually agree in writing, this Agreement shall be terminated on the terms and date stipulated therein.

(b) For Breach. In the event either Party shall give notice to the other that such other Party has substantially defaulted in the performance of a material obligation under this Agreement and such default has not have been cured within 60-days following the giving of such notice, the Party who gave notice shall have the right to immediately terminate this Agreement.

(c) For Bankruptcy, Insolvency or Assignment for the Benefit of Creditors. In the event either Party files for bankruptcy, is declared insolvent or makes an assignment for the benefit of creditors, the other may immediately terminate this Agreement upon written notice.

(d) For Criminal Activity. In the event that a Party is indicted for a felony or a crime involving medical billing fraud or moral turpitude, the other may terminate this Agreement immediately.

(e) For Interference. In the event that Client engages in or conducts ongoing or multiple instances of Interference (defined below), Everside may terminate this Agreement as provided under this Section 7.2(e). “Interference” includes:

(i) Actions or conduct that materially disrupt the delivery of Services or the operations of the Medical Team;

(ii) Demands upon the Physicians, Providers, or Everside, to deliver treatments, services, goods, or information that would be inappropriate or prohibited under applicable federal or state law and/or generally accepted standards of medical practice;

(iii) Actions that threaten the confidentiality of any member’s personal health information or the privacy or security of health data; and/or

(iv) Actions or conduct that would create a significant impact on the ability of the Physicians, Providers, or Everside to provide medical care and related services within appropriate medical and professional standards

(v) After or during the first occurrence of Interference, if any, Everside shall provide with written warning of the interfering action or behavior. If the Interference continues or repeats after the receipt of such warning by Client, Everside may terminate this Agreement by providing Client with ninety (90) days prior written notice.

(f) For Failure to Launch. In the event that Everside is unable, due solely to delays on the part of Client, to initiate the Everside Services contemplated herein by six months from the date of signature of the last Party to sign this Agreement, then Everside may terminate this Agreement and Client will reimburse Everside for all costs actually expended on behalf of Client. Client may retain all of the equipment and supplies and all other components of the business obtained using Start-Up Costs.

(g) For Violation of F.S. 287.135. Everside certifies that it and those related entities of Everside as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Everside certifies that it and those related entities of Everside as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Client may terminate this Contract if Everside is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. Client may terminate this Contract if Everside, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

7.3 Effects of Termination. Upon termination of this Agreement in accordance with Section 7.2 of this Agreement, neither Party shall have any further obligation hereunder except for (i) obligations occurring prior to the date of termination, (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement, and (iii) professional obligations of Everside Medical Team members to transfer Member care to new providers designated by such Members. Notwithstanding anything in the Agreement to the contrary, final reporting for the Wellness Portal will be provided to Client within thirty (30) days of termination of this Agreement. Client shall be responsible for all incentive programs and remaining Wellness Portal activities not completed at the time of termination.

7.4 Fees Due on Date of Termination. Any Fees due to Everside on or before the date of termination as well as any remaining unpaid balance of the costs as described in Section 5, above, shall be paid by Client on or before the date of Termination. Everside shall provide Client with at least thirty (30) days advance notice of any fees due under this Section 7.4.

8. Miscellaneous.

8.1 Everside Indemnification. Everside shall defend, indemnify and hold harmless Client, its subsidiaries and affiliates and each of their respective officers, directors, employees and agents (“Client Indemnified Parties”) from and against any direct financial losses, including reasonable attorneys’ fees, incurred by any Client Indemnified Party, to the extent arising out of or relating to Everside’s negligence or breach of its obligations set forth in this Agreement.

8.2 Client Indemnification. Client will defend, indemnify and hold harmless Everside, its subsidiaries and affiliates and each of their officers, directors, members, managers, employees and agents (“Everside Indemnified Parties”) from and against any losses, including reasonable attorneys’ fees, incurred by any Everside Indemnified Party, to the extent arising out of or relating to Client’s negligence or breach of its obligations set forth in this Agreement. Client’s responsibility under this section is only to the limits set forth within 768.28, Florida Statutes.

8.3 Status of the Parties. It is expressly acknowledged by the Parties hereto that Everside and Client are independent contractors and nothing in this Agreement is intended nor shall be construed to create a partnership, joint venture relationship, or a lease or landlord-tenant relationship between Client and Everside, or to allow Client to exercise control or direction over the manner or method by which Everside, Everside Physicians or Everside Providers, provide the Everside Services which are the subject matter of this Agreement.

8.4 Status of Everside Employees.

(a) The Parties agree that each shall be responsible for its own tax liabilities, if any, and specifically that (i) Everside employees, Physicians and Providers will not be treated as employees of Client for state or Federal tax purposes, (ii) Client will not withhold on behalf of Everside, or its Everside employees, Physicians and Providers, any sums for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body relating to Everside Services, or make available to Everside, its Everside employees, Physicians and Providers any of the benefits afforded to the employees of Client, and (iii) all such payments, withholdings and benefits, if any, are the sole responsibility of Everside, Everside employees, Physicians and Providers, as appropriate.

(b) Upon Client providing documentation of its tax exempt status to Everside, Everside will make best efforts to deliver such documentation to vendors serving the Everside Health Center. Everside shall adjust Client’s pass-through costs to the extent that such vendors’ invoices to Everside are adjusted as a result of Client’s documentation of its tax exempt status. The Parties understand that Client’s tax exempt status may not necessarily apply to Everside-led buildout.

8.5 Compliance with Laws. Each Party shall be solely responsible for compliance with all applicable state and federal laws pertaining to the subject matter of this Agreement.

8.6 Business Associate Agreement. Everside and Client, acting on behalf of its group health plan, agree to the Business Associate Agreement attached as **Exhibit B** for purposes of Everside receiving, hosting, using, and transmitting protected health information, as defined by the Health Insurance Portability and Accountability Act.



8.7 Everside Representative. Except as may be herein more specifically provided, Everside shall act with respect to all matters hereunder through Christopher Miller or his designee.

8.8 Notices.

(a) Any and all notices, requests, payments, demands and other communications, required or permitted hereunder shall be given to the respective parties in writing, either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, addressed to Everside or Client, as the case may be, as follows:

If to Everside: Everside Health, LLC  
1400 Wewatta Street, Suite 350  
Denver, CO 80202  
Attn: Chris Miller, CEO

With a copy to:  
Everside Health, LLC  
1400 Wewatta Street, Suite 350  
Denver, CO 80202  
Attn: General Counsel

If to Client: Indian River County BOCC  
1800 27<sup>th</sup> Street, Building B  
Vero Beach, FL 32960-3365  
Attn.: Human Resources Director Suzanne Boyll

With a copy to:  
Indian River County BOCC  
1801 27<sup>th</sup> Street, Building A  
Vero Beach, FL 32960

or at such other address(es), and to such other person(s) as either Party may from time-to-time designate by notice given as herein provided.

(b) Notices shall be deemed effective immediately if personally delivered, or seventy-two (72) hours after deposit in the United States mail if sent by certified or registered mail.

8.9 Governing Law. This Agreement has been executed and delivered and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Florida.

8.10 Use of Client Name. Client grants Everside the right to use the name of Client on all advertising and marketing by Everside. At the reasonable request of Everside, Client agrees to be a positive reference for prospective Everside clients.

8.11 Assignment. Neither Party shall assign any rights or delegate any duties under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Everside may assign this Agreement to a subsidiary or to an affiliated entity under common control without Client's consent.

8.12 Waiver of Breach. The waiver by either Party of a breach or a violation of any portion of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

8.13 Enforcement. In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing Party shall be entitled to recover the cost of such action so incurred including, without limitation, reasonable attorney's fees.

8.14 Gender and Number. Whenever the context requires, the gender of all words shall include the masculine and feminine, and the number of all words shall include the singular and plural.

8.15 Additional Assurance. The provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties, except as may be provided herein specifically to the contrary, provided, however, that each Party shall, at the request of the other, execute such additional instruments and take such additional actions as may be necessary to effectuate this Agreement.

8.16 Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees or any similar or dissimilar cause beyond the reasonable control of either Party.

8.17 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and, in fact, add enforceability according to its terms.

8.18 Article and Other Headings. The articles and other headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.

8.19 Amendments and Agreement Execution. This Agreement and any amendments hereto shall be in writing and executed in multiple copies on behalf of Client by any official specifically authorized by Client with respect to such execution and on behalf of Everside by Christopher Miller or his designee. Each multiple copy shall be deemed an original but all multiple copies together shall constitute one and the same instrument.

8.20 Entire Agreement. This Agreement supersedes all previous contracts and constitutes the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those specified herein. No oral statements or prior written material, not specifically incorporated herein, shall be of any force and effect, and no changes in or additions to this

Agreement shall be recognized unless incorporated herein by amendment as provided herein. Both Parties specifically acknowledge that in entering into and executing this Agreement, they rely solely upon the representations and covenants contained in this Agreement and no others.

8.21 Nondisclosure, Non-Solicitation and Nonuse Obligations. Client, inclusive of its officers, directors, employees, contractors and Members, and Everside will not use for its respective purposes or for the benefit of any third-party, disseminate or in any way disclose, Confidential Information of the other to any person, firm or business, except to the extent necessary for the purpose described in this Agreement. Client and Everside will treat all Confidential Information with the same degree of care as each accord to its own confidential information, but in no case less than reasonable care. Client and Everside will disclose Confidential Information only to those of their respective officers, employees, contractors or agents who have a need to know such information to assist Client or Everside, as appropriate, with respect to the Agreement. Each Party will immediately give notice to the other of any unauthorized use or disclosure of Confidential Information. Client and Everside will assist each other in remedying any such unauthorized use or disclosure of Confidential Information. Notwithstanding anything else in this section, Client is subject to Florida's broad public records laws and Client may disclose information if required by law.

(a) The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information and which are provided hereunder. The Receiving Party shall disclose Confidential Information received by it under this Agreement only to persons within its organization who have a need to know such Confidential Information in the course of the performance of their duties and who are bound by a written agreement, enforceable by the Disclosing Party, to protect the confidentiality of such Confidential Information. The Receiving Party shall adopt and maintain programs and procedures which are reasonably calculated to protect the confidentiality of Confidential Information and shall be responsible to the Disclosing Party for any disclosure or misuse of Confidential Information which results from a failure to comply with this provision. The Receiving Party will immediately report to the Disclosing Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the Disclosing Party to prevent, control or remedy any such violation. Notwithstanding any else in this section, Client is subject to Florida's broad public records laws and Client may disclose information if required by law.

(b) The restrictions set forth in this Section 8.21 shall not apply to Confidential Information that (a) is or becomes public knowledge (through no fault of the Receiving Party), (b) is received by the Receiving Party from a third-party on a non-confidential basis, provided that the source of such information is not bound by a confidentiality agreement or other contractual, legal, or fiduciary obligation of confidentiality with respect to such information, (c) is in the Receiving Party's possession before the time of disclosure by the Disclosing Party and was not acquired, directly or indirectly, from the Disclosing Party, (d) is developed by the Receiving Party, provided, however, the Receiving Party provides prior written notice of such required disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid or minimize the extent of such disclosure, or (e) is required to be disclosed by law.

(c) Each Party agrees not to, directly or indirectly, solicit the services of and

not to employ (in any form, including, but not limited to, as an employee, independent contractor or as a consultant) (without prior written consent of the other Party) any employee of the other Party who participates in any manner in the activities that are the subject of this Agreement during the Term and for a period of twelve (12) months thereafter. In the event that Client violates this subsection with respect to a member of the Medical Team, Client agrees to pay to Everside a fee equal to four (4) times the amount of the annual compensation (salary plus bonus), or annual consideration received by such personnel at the time his or her employment or engagement with Everside terminates.

(d) This Agreement shall apply to all Confidential Information disclosed for a period of three years from the Termination Date and may be enforced in a court of equitable jurisdiction in Florida.

#### 8.22 Dispute Resolution.

(a) The Parties shall make a good faith effort to resolve any disputes that may arise in furtherance of this Agreement. If the parties are unable to resolve the dispute through informal discussions, either Party may submit a written complaint to the other Party describing and proposing a manner of resolving that dispute. The Party receiving that complaint shall respond by accepting, rejecting, or modifying that proposal, in writing, within twenty (20) days of the date that it receives the complaint. If a resolution is not reached upon such response being provided to the other Party, then either Party may move forward with legal action.

8.23 Disclaimer of Warranties. ALL THIRD-PARTY SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND EVERSIDE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND EVERSIDE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, EVERSIDE MAKES NO WARRANTY OF ANY KIND THAT ANY SERVICES OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENTS OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS, IF ANY; PROVIDED, HOWEVER, ALL WARRANTIES PROVIDED BY SUCH THIRD PARTIES TO EVERSIDE ARE HEREBY DELEGATED TO CUSTOMER TO THE EXTENT DELEGABLE AND EVERSIDE AGREES NOT TO ENGAGE IN ANY ACTIVITY THAT WOULD ALONE CAUSE SUCH THIRD-PARTY MATERIALS TO INFRINGE UPON OTHER THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date of the last signature written below.

Everside Health, LLC

Indian River County

By: \_\_\_\_\_  
Name: Heather Dixon  
Title: CFO  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DRAFT

## EXHIBIT A

### Optional Additional Services

The following is a list of optional additional services that Everside may provide at Client's request and subject to applicable law. Everside shall have the sole discretion to remove, replace, add, or otherwise make changes to this **Exhibit A** at any time, with the least amount of disruption to Client's services. If additional services are needed which are not anticipated in the original scope, they will be outlined in an amendment.

1. **Collective Terms and Conditions.** The following terms and conditions apply to each and every one of the optional additional services.
  - a. Implementation. Elected services shall commence on a date to be mutually agreed by the parties, and subject to Everside's ability to ensure adequate staffing.
  - b. Invoicing. Everside shall bill Client pursuant to the terms of the Agreement.
  - c. Mutual Termination. Either party may terminate any one or all of the optional additional services upon 90 days' advance written notice to the other party, or by other means described in the Agreement. Upon such termination, Client shall pay Everside for all services rendered and any reimbursable expenses incurred up to and including the effective date of termination.
  - d. Reporting. As applicable to the elected service, Everside will provide an annual outcomes and utilization report with de-identified client-level data, if feasible. Client-level data will not be made available if the number of individuals enrolled increases the risk of individual identification of patients. No Protected Health Information about any participant may be released to Employer in any report unless such participant has provided his or her prior written authorization or such information is released in accordance with HIPAA (ex. To the minimum extent necessary, when identification is needed for the individual to receive a wellness program incentive tied to this program).
2. **Optional Additional Services.** The following optional additional services may be elected upon mutual agreement in writing by the parties, subject to additional fees, terms and conditions:
  - a. TotalRx+ by Everside
  - b. LiveBetter Virtual Mental Health

**EXHIBIT B**  
**Business Associate Agreement**

This Business Associate Agreement (hereinafter “BAA”) effective as of the date of final signature by and between Everside Health, LLC, on behalf of Everside Health’s Single Affiliated Covered Entity (“Everside” or “Business Associate”) and Indian River County, on behalf of its group health plan (“Client” or “Covered Entity”).

**RECITALS**

**WHEREAS**, the Client and Business Associate are obliged to comply with certain requirements set forth in the Standards for Privacy of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations including the 2013 HIPAA Omnibus Rule: Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and the Genetic Information Nondiscrimination Act (“GINA”); (collectively referred to as “HIPAA”); and

**WHEREAS**, Business Associate and Client have entered into, or intend to enter into, an Everside Client Agreement (“Agreement”) pursuant to which Business Associate establishes and manages an employer based health and welfare clinic (the “Clinic”) for the benefit of Client’s employees and/or other members or beneficiaries; and

**WHEREAS**, Business Associate contracts with health care providers to provide services at the Clinic and has business associate agreements with such providers; and

**WHEREAS**, in the course of managing the Clinic, Business Associate may receive, host, use and transmit Protected Health Information (“PHI”); and

**WHEREAS**, the Client anticipates that it may disclose PHI to Business Associate; and

**WHEREAS**, this BAA sets forth the terms and conditions pursuant to which PHI will be handled between the Business Associate and the Client and with third parties during the term of this BAA and thereafter.

**NOW, THEREFORE**, in consideration of the mutual promises below, and the exchange of PHI contemplated by this BAA, Business Associate and Client agree as follows:

- c. Definitions
  - a. Breach shall have the meaning given to such term in 45 CFR §164.402.
  - b. Business Associate shall have the meaning given to such term in 45 C.F.R. §160.103.
  - c. Covered Entity shall have the meaning given to such term in 45 C.F.R. § 160.103.
  - d. Designated Record Set shall have the meaning given to such term under the Privacy and Security Rule, including, but not limited to, 45 C.F.R. § 164.581.
  - e. Disclose or Disclosure shall have the meaning given those terms in 45 C.F.R. §160.103.

- f. Electronic Health Record shall have the same meaning as the term “electronic protected health information” in the American Recovery and Reinvestment Act of 2009, §13400(5).
  - g. Electronic Protected Health Information shall have the meaning given such term in 45 CFR §160.103.
  - h. Genetic Information shall have the meaning given to such term in 45 CFR §160.103.
  - i. Health Care Operations shall have the meaning given to such term under the Privacy and Security Rule, including 45 C.F.R. § 164.581.
  - j. Health Care Provider shall have the meaning given such term in 45 C.F.R. §160.103.
  - k. HIPAA means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations at 45 C.F.R. §§ 160-164.
  - l. Individual shall have the meaning given to the term under the Privacy and Security Rule, including, but not limited to, 45 C.F.R. § 160.103. It shall also include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.582(g).
  - m. Payment shall have the meaning given such term in 45 C.F.R. § 164.581.
  - n. Privacy and Security Rule shall mean the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information that are codified at 45 C.F.R. parts 160 and 164, subparts A, C, and E.
  - o. Protected Health Information or PHI shall have the meaning given such term under the Privacy and Security Rule in 45 C.F.R. §160.103. It shall include any information created or received by Business Associate from or on behalf of Client.
  - p. Required By Law shall have the meaning given to the term under the Privacy or Security Rule.
  - q. Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 C.F.R. § 164.304.
  - r. Subcontractor shall have the meaning given to the term under 45 CFR §160.103.
  - s. Unsecured PHI shall have the meaning given to such term under the Privacy and Security Regulations at 45 C.F.R. §164.402. Specifically, unsecured PHI shall mean PHI that is not secured by a technology standard approved by the Secretary of HHS that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.
- d. Obligations of Business Associate
- a. Permitted Uses. Business Associate shall not use or disclose PHI except for the purpose of performing Business Associate’s obligations under the Agreement or as Required by Law or authorized by the Individual who is the subject of the PHI.
  - b. Permitted Disclosures. Business Associate may disclose PHI for the purpose of performing Business Associate’s obligations under the Agreement and BAA. So long as such use or disclosure does not violate the Privacy and Security Rule, the Agreement, or this BAA, Business Associate may use PHI (a) as is necessary for the proper management and administration of Business Associate’s organization, or (b) to carry out the legal responsibilities of Everside, and (c) to fulfill its responsibilities under the Agreement. If Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this BAA and only disclosed as Required by Law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from



- such third party to immediately notify Everside of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- c. Prohibited Uses and Disclosures. Business Associate shall not use or disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Everside shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent or authorization of the Individual; however, this prohibition shall not affect payment by Client to Everside for services pursuant to the Agreement. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of HIPAA.
  - d. Appropriate Safeguards. Business Associate shall develop, implement, maintain, and use appropriate safeguards as are necessary to prevent the use or disclosure of the PHI other than as permitted by the Agreement or this BAA, and to implement administrative, physical and technical safeguards as required by the Privacy and Security Rule in order to protect the confidentiality, integrity, and availability of PHI that Everside creates, receives, maintains, or transmits, to the same extent as if Everside were a client.
  - e. Business Associate's Agents. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI, agree, in writing, to the same restrictions and conditions that apply to Business Associate with respect to such PHI. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.
  - f. Designated Record Set. If Business Associate maintains a designated record set on behalf of Client, Everside shall make such information available to Client for inspection and copying within thirty (30) days of a request by Client to enable Client to fulfill its obligations under the Privacy and Security Rule. If Business Associate maintains an Electronic Health Record on behalf of Client, Business Associate shall provide such information in electronic format to enable Client to fulfill its obligations under HIPAA. Likewise, within thirty (30) days of receipt of a request from Client for an amendment of PHI or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such PHI available to Client for amendment. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, and the PHI is originally received from Client, Business Associate will notify Client in writing within thirty (30) days of the request. Any approval or denial of amendment of PHI maintained by Business Associate or its agents or subcontractors shall be the responsibility of Client. Upon approval of Client, Business Associate shall appropriately amend the PHI maintained by it, or any of its agents or subcontractors.
  - g. Accounting Rights. Within thirty (30) days of notice by Client of a request for an accounting of disclosures of PHI from an Individual under 45 CFR §164.528, Business Associate and its agents or subcontractors shall make available to Client the information required for Client to provide an accounting of disclosures in order to enable Client to fulfill its obligations under the Privacy and Security Rule. Business Associate will not be obligated to record or otherwise account for disclosures of Client's PHI if Client need not account for such disclosures. Business Associate shall maintain the disclosure information for at least 6 years following the date of the accountable disclosure under this Section of the BAA. In the case of a direct request

for an accounting from an Individual, Business Associate shall notify Client of the request and shall provide such accounting of disclosures to the Individual. Business Associate shall not disclose any PHI unless such disclosure is required by law or is in accordance with this BAA and shall document such disclosures.

- h. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to Client and to the Secretary of Health and Humans Services (HHS) for purposes of determining Client's compliance with the Privacy and Security Rule.
  - i. Minimum Necessary. Business Associate and its agents or subcontractors shall request, use, and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure.
  - j. Notification to Client of Breach or Unauthorized Disclosure. Everside shall notify Client within twenty (20) business days of any suspected or actual breach of security, intrusion or unauthorized access, use or disclosure of PHI not permitted by the Agreement and this BAA of which Business Associate becomes aware, and/or any actual or suspected Breach of unsecured PHI of which Business Associate becomes aware. A breach shall be treated as discovered in accordance with 45 CFR §164.410. The notification shall include the identification of each individual whose PHI or unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach, a brief description of what happened including the date of the breach, the date of discovery of the breach and a description of the types of PHI or unsecured PHI that were involved in the Breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or unsecured PHI by Business Associate in violation of the requirements of this BAA.
  - k. Breach Pattern or Practice by Client. If Business Associate knows of a pattern of activity or practice of the Client that constitutes a material breach or violation of the Client's obligations under the Agreement, this BAA, or the Privacy and Security Rule, Business Associate must take reasonable steps to cure the breach or end the violation.
  - l. Audits, Inspection and Enforcement. Within twenty (20) days of a written request by Client, Business Associate and its agents or subcontractors shall allow Client to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures of Business Associate relating to the use or disclosure of PHI pursuant to this BAA.
- e. Termination
- a. Term. The term of this BAA shall be effective as of the date of execution and shall remain in effect until the later of one (1) year from the effective date or the expiration or termination of the underlying Agreement. Any provision related to the use, disclosure, access, or protection of PHI shall survive termination of the BAA and Agreement.
  - b. Material Breach. A breach by Business Associate, or its agents or subcontractors, of any provision of this BAA or of the data provisions of the Agreement, as determined by Client, shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this BAA. Client may terminate this BAA effective immediately, if (i) Business Associate is a defendant in a criminal proceeding for a violation of HIPAA, HITECH, the Privacy and Security Rule, or other security or privacy laws or (ii) there is a finding or

stipulation that Business Associate has violated any standard or requirement of HIPAA, HITECH, the Privacy and Security Rule, or other security or privacy laws in any administrative or civil proceeding regarding the Agreement or services thereunder.

- c. Effect of Termination. Upon termination of the Agreement for any reason, Business Associate shall, return to the appropriate covered entity or destroy as appropriate all PHI that Everside or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI except as necessary to fulfill its obligations under the Agreement, to continue its proper management and operations, or to comply with applicable law. If return or destruction is not feasible, Business Associate's obligation to protect the privacy and safeguard the security of Client's PHI as specified in this Agreement will be continuous and survive the termination or other conclusion of this BAA. Business Associate shall limit its further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Client elects destruction of the PHI, Business Associate shall certify in writing to Client that such PHI has been destroyed as promptly as possible, but no later than 30 calendar days following the termination or other conclusion of this BAA.

#### 4. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy and Security Rule, and other applicable laws relating to the security or confidentiality of PHI.

#### 5. No Third Party Beneficiaries

Nothing express or implied in the Agreement or BAA is intended to confer, nor shall anything herein confer, upon any person other than Client, Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

#### 6. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in full force and effect.

#### 7. Indemnification

Business Associate shall indemnify, hold harmless and defend Client from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, any third party claim arising from an alleged breach by Business Associate or in connection with the representations, duties and obligations of Business Associate under this Agreement.

Client shall indemnify, hold harmless and defend Business Associate from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, any third party claim arising from an alleged breach by Client or in connection with the representations, duties and obligations of Client under this Agreement.

If the indemnifying party assumes the defense of a claim, the indemnified party shall have the right, at its expense, to participate in the defense of such claim, and the indemnifying party shall not take any final action with respect to such claim without the prior written consent of the indemnified party. The parties' respective rights and obligations under this Section 7 shall survive termination of the Agreement. The Client's responsibilities under this section are only to the limits set forth in 768.28, Florida Statutes.

8. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA, including any prior Business Associate Agreements entered into between the parties. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Privacy and Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, and the Privacy and Security Rule. The parties stipulate and agree that Business Associate may unilaterally amend this BAA to comply with any changes to the Privacy and Security Rule or any other applicable law.

9. Non-Discrimination

Everside shall not discriminate against any individual on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, genetic information, pregnancy or handicap/disability, nor shall Everside fail or refuse to reasonably accommodate disabilities in accordance with applicable law.

**IN WITNESS WHEREOF**, the parties have executed this BAA to be effective as of the date first written above.

EVERSIDE  
Everside Health, LLC, on behalf of Everside  
Health's Single Affiliated Covered Entity

CLIENT  
Indian River County, on behalf of its group health  
plan

By: \_\_\_\_\_  
Name: Betsy Donat-Ardita  
Title: Privacy Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT C

### Laboratory and Pharmaceutical Expenses

1. **Labs.** Lab tests may be recommended to patients based on their individual needs. Everside shall bill, and Client shall pay for the pass-through lab testing costs Everside incurs on behalf of Client from its contracted lab vendor. Such costs will be reflected on regular invoicing Client receives in accordance with the Agreement. Client may request de-identified information related to actual lab services ordered if desired.
2. **On-site Pharmaceutical Supplies.** The Everside Health Center stocks a formulary of commonly prescribed generic medications, which providers may dispense to patients onsite. Everside will bill, and Client shall pay, the pass-through costs for medications as dispensed. Such costs will be reflected on regular invoicing Client receives in accordance with the Agreement. Client may request de-identified information related to the actual medications dispensed.
3. **Immunizations, Injections, and LARCs.** The Everside Health Center stocks and may administer common pediatric and adult vaccinations and injections. The Everside Health Center may also order long-acting reversible contraceptives (LARCs) such as IUDs and implants as needed. There is no charge for administration of these items. However, for the vaccine, injectable, or device itself, Everside will bill the Client.
4. Everside reserves the right to make any reasonable changes associated with any equipment or supplies related to the laboratory tests and pharmaceuticals regarded in this Exhibit C based on the input and guidance of the Medical Team.

## **EXHIBIT D**

### **Start-Up Requirements**

The items and services listed below are required at the Everside Health Center. Everside shall arrange costs for all necessary items (“Start-Up Costs”), including but not limited to the items listed below, and shall bill Client on a monthly basis as needed.

#### **1. Building Services.**

- a. Access to water/plumbing for restrooms, examination room sinks, etc.
- b. High quality ventilation that prevents the spread of germs and sound
- c. Telephone service for a phone system and fax machine
- d. Dedicated internet circuit with minimum of 50/50 Mbps speed and wireless access points providing strong signal strength throughout the health center
- e. Cleaning services and appropriate waste disposal services
- f. Security system with keypad entry

#### **2. Facility Features.**

- a. At least 1,500 square feet of dedicated space
- b. Secure/lockable spaces to protect confidential records, drugs, and equipment
- c. Soundproof spaces for Medical Team offices and exam rooms
- d. Clear and visible access to Everside Health Center from street/parking lot
- e. Opportunity for private/discrete access to and from Everside Health Center
- f. Professional medical tile floors
- g. A professional and attractive health care environment
- h. Break room for the Medical Team that includes basic kitchen appliances
- i. Restrooms located near exam rooms for urine samples, etc.
- j. Professional lighting

#### **3. Facility Assets.**

- a. Medical equipment & non-disposable medical supplies
- b. Telephone system & cabling
- c. Office supplies
- d. Technology (office software & firewall)
- e. Office furniture
- f. Security system & sound attenuation equipment
- g. Interior signage and artwork

**4. Space Layout.** Everside shall develop the space and interior design and furnishings for the Everside Health Center. Everside must approve the layout, design, and furnishings of the Everside Health Center to ensure that reasonable and necessary quality standards and specifications are met.

**5. Compliance.** Everside shall be responsible for build out and ensuring that all building construction and/or renovation for the Everside Health Center is performed according to applicable state codes, standards, and policies pertaining to fire prevention and building safety.

## **EXHIBIT E**

## Responsibility for Operations and Maintenance Expenses

Everside shall coordinate with independent or third-party vendors as necessary to permit the following supplies and services to be available at the Everside Health Center. Upon Client's prior approval of such vendors, and further upon Client's prior approval of costs in excess of any maximum amounts described below, Client will be responsible for costs associated with the following supplies and services.

1. **Replenishment of Clinical, Medical, and Office Supplies.** Client will assume financial responsibility, on an on-going basis, for all clinical, medical, and office supplies. Everside will be responsible for providing, on Everside's regular invoices issued to Client, line items for supplies on a monthly basis. Total costs for such supplies in excess of \$2,001 per month (excluding clinic pharmaceutical stock) shall be approved by Client in advance prior to submitting invoices that exceed \$2,001 per month.
2. **Routine Operational Services.** Client will assume financial responsibility for the costs associated with providing, on an on-going basis, the following operational services:
  - a. Telephone Service
  - b. Internet Service
  - c. Utilities
  - d. Lease expenses

Client further agrees to pay any termination fees associated with the above-listed Routine Operational Services upon termination of this Agreement. Everside shall use commercially reasonable efforts to transfer the above-listed Routine Operational Services a successor provider upon Client's request.

Everside agrees to provide, on Everside's regular invoices issued to Client, line items for each Routine Operational Service listed above.

3. **Routine Maintenance Services.** Client is responsible for the costs associated with the services identified below ("Routine Maintenance Services"). Everside will use Everside's preferred contract vendors to provide Routine Maintenance Services, and provide invoices to Client in accordance with Section 3.10. Client shall pay the invoiced amount within thirty (30) calendar days of receipt of each invoice.
  - a. Filtered or Bottled Water Service
  - b. Shredding Service
  - c. O2 Fill-Up
  - d. Hazardous Waste Removal Service
  - e. Alarm Monitoring
  - f. Cleaning Service

4. **Non-Routine Maintenance Services.** Client is responsible for any expenses incurred by Everside for non-routine maintenance, repair, or replacement of the equipment, furniture,

fixtures, or facility services required at the Everside Health Center. Everside shall submit to Client for approval, any repair or replacement of equipment, furniture, fixtures, or facility service, prior to contracting for the work. Everside shall provide, on its regular invoicing to Client, line items for each Non-Routine Maintenance Service. Everside shall provide receipts to Client for each Non-Routine Maintenance Service item invoiced upon request. Client shall reimburse Everside for the invoiced amount within thirty (30) calendar days of receipt of such invoice(s).

5. **Other Expenses.** Client shall reimburse Everside for other, unanticipated, mutually agreed upon expenses, which may arise and which are necessary for the efficient and effective operation of the Health Center.

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## EXHIBIT F

### Network Requirements for Member Access to Everside Services

#### ARTICLE I Member Portal

**1.1.** URL: <https://members.Eversidehealth.com/>

1. Please make sure this web site is not blocked and there are no content restrictions that may cause the portal to not function as expected.

**1.2.** Browsers that have been confirmed to be compatible with the Member Portal

1. Chrome
2. Firefox
3. IE
4. *Note 1: Most versions of each browser will be compatible but we highly recommend that the user download the latest version.*
5. *Note 2: If the browser is configured to not accept third-party cookies, then the user will have to add the following site as an exception:*  
<https://mycw30.eclinicalweb.com/portal3115/jsp/100mp/login.jsp>

#### ARTICLE II Emails

**1.3.** Please make sure that emails sent from the following go unblocked:

1. 129.41.172.176 (IP address)
2. mail8950.email.Eversidehealth.com (VMTA name)
3. @bounce.email.Eversidehealth.com (envelope from domain/return-path)
4. @email.Eversidehealth.com (sending from/reply-to domain)
5. @Eversidehealth.com
6. @eclinicalmail.com

#### ARTICLE III Other URL's to whitelist:

**1.4.** [Eversidehealth.com](https://Eversidehealth.com)

**1.5.** [links.email.Eversidehealth.com](mailto:links.email.Eversidehealth.com)

## Exhibit G: Performance Guarantees

The following are the initial performance guarantees agreed upon by Everside and Client. Everside shall report to Client on such performance guarantees on an annual basis.

### At-Risk Amount:

Everside agrees that beginning in the first year following the Health Center Opening Date (such year, and each year thereafter, a “Clinic Year”), up to ten percent (10%) of all Ongoing Operations and Staffing Fees set forth in Section 5.2, with the exception of fees for any labs collected and any prescription medications dispensed at the Everside Health Center, that are paid annually (the “At-Risk Amount”) shall be at risk for the performance guarantees set forth herein. The At-Risk Amount is allocated to the following three categories:

1. Patient Satisfaction 40% of At-Risk Amount
2. Engagement 30% of At-Risk Amount, beginning Clinic Year 2
3. Clinical Performance 30% of At-Risk Amount

## 1. Patient Satisfaction Performance Guarantee:

The amount at risk for the Patient Satisfaction Guarantee will be 40% of the At-Risk Amount.

### Definitions:

- Population: Patients Age  $\geq$  18 years.
- NPS: Net Promoter Score (NPS) is calculated by subtracting the percentage of Detractors from the percentage of Promoters, in the patient satisfaction survey.

### Conditions:

- If the Everside Health Center is not fully staffed with a Medical Team as defined in Section 1.7 for 120 consecutive days or more during the 1-year measurement period, then the Patient Satisfaction Performance Guarantee for said year shall be void.
- If Everside makes available 50 or more surveys but receives fewer than 50 surveys during the 1-year measurement period, then the Patient Satisfaction Guarantee for said year shall be void.

Patient Satisfaction Survey: Everside will send a Patient Satisfaction Survey after an appointment. During each Patient Satisfaction Survey, respondents give a rating between 0 (not at all likely) and 10 (extremely likely) and, depending on their response, they fall into one of 3 categories to establish an NPS score:

- **Promoters** respond with a score of 9 or 10 and are typically loyal and enthusiastic patients.
- **Passives** respond with a score of 7 or 8. They are satisfied with the service but not happy enough to be considered promoters.
- **Detractors** respond with a score of 0 to 6. They are unhappy patients who are unlikely to engage again and may even discourage others from engaging with us.

### Patient Satisfaction Performance Guarantee metric:

Annual Net Promoter Score	Percent of At-Risk Amount to Refund to Client
<70%	40%
$\geq$ 80%	0%

## 2. Engagement Performance Guarantee:

The amount at risk for the Engagement Performance Guarantee will be 30% of the At-Risk Amount, and shall begin in the second year in which Members have access to the Health Center.

### Definitions:

- Population: Eligible Members age  $\geq 18$  years will be considered.
  -
- Unique Engagement Rate: For the purpose of evaluating the Engagement Performance Guarantee, Unique Engagement Rate is defined as the unique patients (and not visits by the same individuals) that were engaged by Everside during the Clinic Year.
- Engagement: Engagement is defined as any patient interaction with an Everside provider using any modality such as in-person, video, phone, portal and mobile app (including secure messaging, prescription refills, remote monitoring, or health coaching).

### Conditions:

- If the Everside Health Center is not fully staffed with a Medical Team as defined in Section 1.7 for 120 consecutive days or more during the 1-year measurement period, then the Engagement Performance Guarantee for said year shall be void.
- **Client must adhere to Communications and Data clauses in Section 4.7; otherwise, this Engagement Performance Guarantee Metric is void.**

### Engagement Performance Guarantee Metric:

1. The engagement performance guarantee set forth in the table below is based on percentage of Enrolled Members ages 18 and older who have at least one engagement with Everside between the start and end of each year.

Year	Patient Engagement %	Percent of At-Risk Amount to Refund to Client if Target is Not Met
Year 2: First annual anniversary of Health Center Opening Date to second annual anniversary of Health Center Opening Date	<45% $\geq 55\%$	25% 0%
Year 3: Second annual anniversary of Health Center Opening Date to third annual anniversary of Health Center Opening Date	<50% $\geq 60\%$	25% 0%

2. Furthermore, beginning on the first annual anniversary of the Health Center Opening Date and continuing each year during the term of the Agreement, Everside guarantees that 50% or more of individuals, who have been Eligible Members for 180 days or more, ages 18 and older, will have a documented annual physical exam

in the last 365 days. If this target is not met in any given year, then Everside will refund 5% of the At-Risk Amount to Client.

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### 3. Clinical Performance Guarantee:

The amount at risk for the Clinical Performance Guarantee will be 30% of the At-Risk Amount.

#### Definitions:

- **Population:** Only individuals who have been Eligible Members for  $\geq 180$  days, with age  $\geq 18$  years, and who also have seen an Everside provider to complete a physical examination will be considered.
- The amount at risk for each Clinical Measure, which shall be refunded to the Client if the target for such Clinical Measure is not met, shall be 5% of the At-Risk Amount.

#### Conditions:

- If the Everside Health Center is not fully staffed with a Medical Team as defined in Section 1.7 for 120 consecutive days or more during the 1-year measurement period, then the Clinical Performance Guarantee for said year shall be void.

Clinical Performance Guarantee metric: The table below depicts the clinical performance guarantee:

Clinical Measure	Numerator	Denominator	Target	Percent of At-Risk Amount to Refund to Client
<b>Diabetes HbA1C Control: HbA1c &lt; 8%</b>	Numerator compliant: HbA1c performed and <8% in measurement period. Numerator noncompliant: if Hba1c > 8%, missing a result or not done in measurement period	All patients 18-75 with DM Type 1 or Type 2	≥54%	5%
<b>Diabetics: Nephropathy Screening</b>	A nephropathy screening or monitoring test (Urine Protein); evidence of treatment for nephropathy or ACE/ARB therapy; Evidence of stage 4 chronic kidney disease; evidence of ESRD; Evidence of kidney transplant; A visit with a nephrologist (as evidence by referral); At least 1 ACE inhibitor or ARB dispensing event	All patients 18-75 with DM Type 1 or Type 2	≥86%	5%
<b>Hypertension Control</b>	Patients 18-59 years of age whose BP was <140/90 mmHg; Patients 60-85 years of age w/ dx of DM whose BP was <140/90; Patients 60-85 years of age w/o a dx of DM whose BP was <150/90mmHg	All patients 18 years or older with a confirmed dx of HTN documented in Problem list, OV note, SOAP note, Encounter form, dx report.	≥51%	5%
<b>BMI Screening</b>	Patients 18 and older screened for BMI using height and weight.	All patients who are 18 years and older	≥60%	5%
<b>Depression Screening</b>	Patients 18 and older screened for clinical depression using either a PHQ-2 or PHQ-9 during the measurement period.	All patients who are 18 years and older	≥75%	5%
<b>Nicotine Counseling</b>	Patients 18 and older identified as current or heavy nicotine/tobacco users who receive evidence-based counseling focused on shifting someone towards quitting tobacco/nicotine use.	All patients who are 18 years and older who identify as current or heavy tobacco or nicotine user	≥20%	5%