

e-PSYCHIATRY CLIENT SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made effective ____ Feb 7 2018 between _

Racine County

___ Client ___ (hereinafter "Client"), a WI ___ corporation with its primary office located in WI, and L&R Physician Services, LLC (d.b.a. e-Psychiatry) (hereinafter "e-Psychiatry"), an Indiana corporation with its primary office located at 7873 W Deaver Road, Columbus IN 47201. Each a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, e-Psychiatry is in the business of providing Healthcare Providers via its network of Healthcare Providers (hereinafter "Panel") and related technology (the "Services") to healthcare payers, facilities and other institutions that treat patients; and e-Psychiatry holds administrative agency agreements with independently practicing, state licensed providers (the "Healthcare Provider") on whose behalf Contractor has express authority to negotiate service agreements for staffing; network participation, and other business purposes.

WHEREAS, Client desires to engage the Services of e-Psychiatry to provide access to e-Psychiatry's Panel and/or its Healthcare Providers, administrative support, and technology to facilitate Client's treatment of patients.

WHEREAS, e-Psychiatry acknowledges that the present agreement may compliment a separate agreement between Client and Healthcare Provider which shall be consistent with and subordinate to the terms of the present agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations specified in this Agreement, the Parties agree as follows:

1. Incorporation of Recitals. The Recital provisions set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety in this Section 1.
2. Affiliates. For the purposes of this Agreement, "Affiliates" shall be defined as an individual, corporation, partnership, limited liability company, association, trust or other entity or organization that, now or hereafter, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with Client.
3. Term and Termination. The term of this Agreement shall commence on the Effective Date of this Agreement, as set forth above, and shall continue for an initial term of (1) years. Thereafter, this Agreement will automatically renew for successive one (1) year terms. This Agreement may be terminated by either party, with or without cause, upon (30) days prior written notice. The Agreement shall be deemed terminated on the (30th) day following such written notice to terminate. Client non-payment of invoices in a timely manner would constitute a material breach of this agreement under which circumstances e-Psychiatry and its providers will have the option of working with the Client to secure timely payment or terminating further Services upon 7 days notice to Client. Upon termination of this agreement, Client shall pay any and all outstanding fees and costs for Services rendered prior to the termination of this Agreement.

4. Compensation.

a. Payments for services rendered hereunder ("Services") by e-Psychiatry and Healthcare Provider are the sole responsibility of the Client. e-Psychiatry shall provide billing and collection services to facilitate payment for services between Client and Healthcare Provider. e-Psychiatry shall submit invoices to Client for payment of the Services as set forth in Exhibit A, Fee Schedule, attached hereto and incorporated by reference herein. The Parties agree that the invoices submitted to Client reflect the fair market value for the Services, which may include the recruitment, training and scheduling of personnel and related administrative support, processing and submission of the Healthcare Provider(s) invoices, collection of Client fees, the provision of related technology including telephone and fax services, internet based marketing, website and related services, EMR, HIPAA compliant televideo, technology training and 24/7 support by e-Psychiatry, and the clinical services provided by the Healthcare Provider. The Parties agree that e-Psychiatry is not involved in, responsible for, nor compensated in any direct or indirect way for the treatment of patients, and that such obligations and responsibilities between Client and Healthcare Providers must be addressed in a separate agreement between Client and Healthcare Provider the terms of which must be consistent with the present agreement.

b. e-Psychiatry shall invoice Client for Services and reimbursable hours on at least a monthly basis. If any travel or mileage expenses are incurred, those shall be paid directly to Healthcare Provider as agreed upon with the Client.

Complete and accurate billing invoices will be processed and paid within fifteen (15) days after the invoice is submitted to Client. Invoices not paid within fifteen (15) days will be subject to a 2.5% late fee.

c. e-Psychiatry shall submit payment to the Healthcare Provider(s) for the Services they rendered to Client once Client has paid e-Psychiatry's invoice for Services.

d. In exchange for the favorable terms and conditions addressed in the present contract, Client agrees to use e-Psychiatry as their exclusive vendor for the recruitment of psychiatrists and ARNPs for telepsychiatry.

5. e-Psychiatry Duties.

a. e-Psychiatry shall provide the following Services, as applicable: identification, recruitment and presentation of potential personnel and their credentials to Client for the Client's selection and approval for use in on-site or telemedicine-based patient care, the provision of technology to facilitate the Client's use of personnel, reporting, and such other similar services as may be requested from time to time.

b. Client acknowledges that e-Psychiatry is not a payer or healthcare provider, licensed or otherwise. e-Psychiatry shall neither have nor exercise any authority, control or direction over the Healthcare Provider's professional medical judgment, treatment decisions or methods by which provider performs professional medical services for Client. e-Psychiatry will not assume responsibility for or control over the care of any patient treated by Healthcare Provider, or the assignment of Healthcare Provider to treat patients, or any other activity that involves the practice of medicine or the provision of healthcare services. Healthcare Providers' care to patients will remain Client's responsibility at all times.

c. e-Psychiatry shall require that Healthcare Providers observe the following responsibilities in their service to Client. Client acknowledges that e-Psychiatry's requirement that Healthcare Providers observe the following responsibilities represents e-Psychiatry's good faith effort to compel Healthcare Providers to perform in a manner which is consistent with the present agreement. Client agrees that e-Psychiatry cannot ultimately control Healthcare Provider's clinical or administrative duties, responsibilities or performance as an independent practitioner, and should Healthcare Provider not meet the business needs

of Client, Client's recourse shall be limited to the right to require e-Psychiatry to make a good faith effort to replace Healthcare Provider with an alternative Healthcare Provider, subject to Client's approval.

d. e-Psychiatry will identify, recruit and present to Client physicians and healthcare practitioners licensed in particular specialties (the "Healthcare Providers") for Client's for review and selection within a reasonable period of time.

e. e-Psychiatry shall require that its Healthcare Providers exercise their independent medical judgment and observe the appropriate standard of care in performing patient care services for Client.

f. e-Psychiatry shall require that its Healthcare Providers learn and comply with Client's policies and procedures and complete all forms and reports which may be requested by Client in connection with the conduct of its business.

g. e-Psychiatry shall require that Healthcare Providers provide all Services in accordance with Client's policies and procedures that are established to observe requirements by the Center for Medicare and Medicaid Service (CMS), NCQA or other applicable regulatory or accrediting organizations to which Client may be accountable. This includes agreement that in accordance with the Omnibus Budget Reconciliation Act of 1989 (OBRA 1989) [42 U.S.C. § 1395], the parties acknowledge and agree that the providers shall comply with applicable federal fraud and abuse statutes, otherwise known as the physician self-referral statute ("Stark Law"), which prohibits a physician from referring Medicare or Medicaid patients to receive designated health services (DHS) to entities with which the physician (or an immediate family member) has a financial relationship, unless an exception applies.

h. e-Psychiatry shall require Healthcare Providers to comply with the applicable terms of this Agreement, including but not limited to the Confidentiality and HIPAA terms outlined herein

i. e-Psychiatry shall require that Healthcare Providers cooperate and participate with the Client's Quality Improvement (QI) Program and participate in all mandatory trainings.

j. e-Psychiatry shall respond to any deficiencies in Service identified by Client, whether pursuant to audit or otherwise within thirty (30) days, or such longer period as Client may agree. e-Psychiatry' response shall either a) dispute the existence of a deficiency and provide supporting evidence, or b) present a corrective action plan, including procedures and timeframes.

k. e-Psychiatry shall provide the appropriate technology (i.e., televideo portal), if requested, to facilitate Client's access to and use of Healthcare Providers. Unless otherwise agreed to, Client will remain responsible for ensuring that Healthcare Providers have either their own computer hardware to conduct telemedicine services (e.g., computer with webcam and speakers), or hardware supplied by the Client. Unless otherwise agreed to, Client will remain responsible for providing all computer hardware and a room for patients who Client wishes to have treated through a telemedicine connection by a Healthcare Provider.

l. e-Psychiatry shall, at the request of Client's medical director and/or designee, make a good faith effort to replace a Healthcare Provider with an alternative Healthcare Provider, subject to Client's approval.

m. e-Psychiatry shall, upon request by Client, assist Client in collecting Healthcare Provider's credentialing materials for review by Client. Client will remain responsible for primary source verification of appropriate credentials, and for approving Healthcare Provider's credentials, and agreeing to use Healthcare Provider as an agent of the Client in treating Client's patients as a Healthcare Provider who is duly licensed, qualified and authorized to practice, and in good standing without sanction or restriction in practice in the various states in which Client requests that Healthcare Provider provide

services. Unless otherwise agreed to in writing, Client will remain responsible for ensuring that Healthcare Providers carry adequate medical malpractice insurance to meet Client's requirements, or that Client will provide such medical malpractice insurance to Healthcare Provider. Client hereby releases e-Psychiatry from any and all liability for acts performed in good faith and without malice in connection with evaluating the credentials and qualifications of Healthcare Providers. Client shall require that Healthcare provider notify Client if their license or privileges to treat patients are revoked, suspended in any other way encumbered, and under such circumstances, Client shall have a right to require that e-Psychiatry terminate Healthcare Provider's services to Client. Under such circumstances, e-Psychiatry agrees to make a good faith effort to offer an alternative Healthcare Provider to Client in a timely manner, and at no additional expense to Client to recruit the alternative Healthcare Provider.

n. e-Psychiatry acknowledges and agrees that Healthcare Providers who Client identifies as having an expired license or Board Certification and/or license sanctions or restrictions in practice shall become immediately ineligible to provide Services for Client.

o. e-Psychiatry agrees to invoice Client for Healthcare Provider's appropriate time and services each month. e-Psychiatry agrees to accept payment from Client for Healthcare Provider's services, and to pay Healthcare Provider their contracted fees for services.

p. e-Psychiatry shall require a minimum of 30 days notice from Healthcare Provider should they wish to terminate their services to Client, and shall require that Healthcare Provider assist Client in transferring the care of any of Client's patients in their caseload to another Healthcare Provider.

q. e-Psychiatry agrees to provide certain types of technology (e.g., HIPAA compliant televideo capabilities) to Client upon request for Client's use only within the context of the present agreement. e-Psychiatry agrees to make good faith efforts to ensure that the technology functions properly and consistently. Client agrees that the functioning of e-Psychiatry's technology is subject to various factors such as malicious third party vendors, viruses, worms, Trojan horses, power failures, problematic internet access, etc. which could impact the functioning of e-Psychiatry's technology. Client agrees to hold e-Psychiatry harmless and without liability for any and all financial, clinical and administrative issues associated with the use of e-Psychiatry's technology.

6. Relationship of Parties.

a. e-Psychiatry is hereby engaged as an independent contractor under this Agreement. This Agreement shall not be construed as a partnership. Nothing in this Agreement shall be construed in any way to create the relationship of employer and employee between Client and e-Psychiatry; and neither e-Psychiatry nor Healthcare Providers shall be eligible to participate in any of Client's employment benefits, including but not limited to, any retirement plan provided by the Client.

b. e-Psychiatry acknowledges and agrees that Client will not pay or withhold from the compensation paid to e-Psychiatry pursuant to this Agreement any sums customarily paid or withheld on behalf of employees for income tax, unemployment insurance, social security, workers' compensation or any other withholding tax, insurance, or payment pursuant to any law or governmental requirement.

c. It is expressly acknowledged by both parties that Client shall at all times remain responsible for the activities, performance, treatment decisions and clinical outcomes of the Healthcare Providers that e-Psychiatry presents to Client for review, approval and use as consultants or employees. e-Psychiatry shall only be deemed to be providing personnel recruitment, administration and technology services to Client, and shall in no way be held accountable, liable or responsible for the patient care provided by Healthcare Providers. All such authority and responsibility for the treatment of patient by Healthcare Providers shall remain with Client, as addressed in a separate Client and Healthcare Provider Agreement.

d. Client understands that they must complete and maintain a separate Business Associate Agreement with e-Psychiatry's Healthcare Providers.

7. Authority. Nothing in this Agreement shall give e-Psychiatry or Client any right or authority, either express or implied, to assume or create on behalf of the other party any contract or commitment of any kind or nature without the written consent of the other party.

8. Indemnification. Each party agrees to defend, indemnify and hold harmless the other party for any claims, actions, suits, damages, judgments, liabilities, costs or expenses including reasonable attorneys' fees, arising directly from any act or omission, intentional or negligent of that party or any of their employees, agents or designated representatives arising from or relating to this Agreement. Client agrees to defend, indemnify and hold e-Psychiatry and its affiliates, directors, officers, employees, consultants and agents harmless from any and all claims, actions, proceedings, losses, damages, liabilities and expenses, including reasonable attorneys' fees and amounts awarded by a court or paid in settlement, arising from or related to services or treatment provided by Healthcare Provider to Client's patient(s).

9. Insurance. During the term of this Agreement, e-Psychiatry shall maintain insurance coverage for professional liability, general liability, workers compensation and/or other coverage for e-Psychiatry as necessary for the present business agreement.

10. Confidentiality and Non-Disclosure.

a. For the purposes of this mutual Agreement, "Disclosing Party" refers to the person or entity that offers confidential information to the Receiving Party. "Receiving Party" refers to the person or entity that obtains confidential information from the Disclosing Party. "Confidential Information" means all information and data furnished by Disclosing Party to Receiving Party, in any form, including but not limited to documentation, inventions, products, personnel, provider lists, contractors, customers, prospective customers, and other information possessed by Disclosing Party which is not readily available to the public. Confidential information also includes the terms discussed between Parties which must not be disclosed to any person, company, client, provider or other entity which is not a Party to the present agreement. Notwithstanding the foregoing, "Confidential Information" is not information which: (1) has entered the public domain through no action or failure to act of Receiving Party; (2) prior to disclosure hereunder was already lawfully in Receiving Party's possession without any obligation of confidentiality; or (3) subsequent to disclosure hereunder is obtained by Receiving Party on a non-confidential basis from a third party who has the right to disclose such information to Receiving Party.

b. Receiving Party shall not use Confidential Information for its own benefit, nor make Confidential Information available for review or use by, or use it for the benefit of, any other party. Receiving Party shall only disclose Confidential Information to those employees and affiliates of the Receiving Party who are bound by this same written confidentiality agreement and have a legitimate need to review the Confidential Information. The Receiving Party shall return the Confidential Information to Disclosing Party upon request by the Disclosing Party. The confidentiality of the terms discussed between parties shall remain confidential during the term of this agreement and for a period of not less than two years following the termination of the present agreement or any subsequent agreement between parties whichever is longer.

c. Both parties agree not to disclose or appropriate to its own use, or to the use of any third party, any proprietary or confidential information of the other party which becomes known during the term of this agreement, including but not limited to, information disclosed by one party to the other relating to the party's business activities, and the results from the Services rendered hereunder as part of the present agreement ("Confidential Information"), except such information previously known to either party or

publicly disclosed to either party prior to or subsequent to either party's disclosure to the other, or lawfully disclosed in accordance with applicable laws and regulations

d. e-Psychiatry acknowledges and agrees that Confidential Information includes protected health information ("PHI"), as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations at 45 CFR Parts 160 and 164 ("HIPAA"), and "Non-Public Personal Information" about a consumer in regards to health coverage as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 and set forth in 16 CFR Part 13, including: (i) name (ii) address (iii) social security number (s) (iv) names of spouse and dependents (v) eligibility data and (iv) claims information.

11. Mutual Non-Solicitation. During the term of this Agreement, and for a period of two years following the expiration or termination of this Agreement, neither Party shall directly or indirectly through any third party solicit any employee or consultant of the other Party for employment or consultation. This includes any employee or consultant of e-Psychiatry who becomes known to the Client, who is presented for consideration, or who becomes contracted by Client for duties associated with e-Psychiatry's services.

12. Record Retention and Audit. e-Psychiatry shall maintain for a period of ten (10) years from the expiration of the Agreement all records, documents, and accounts in connection with the performance of this Agreement. Client, or its representatives, shall have the right to examine, audit and copy, at reasonable times and with advance notification and at its own expense, such records, documents, and accounts. To the extent required by law, e-Psychiatry shall permit government agencies to audit the e-Psychiatry' records as they relate to performance of Services pursuant to the terms of this Agreement. In no event shall e-Psychiatry be required to provide or permit access to any records, documents or accounts that are not directly related to the Services performed or the costs incurred pursuant to the terms of this Agreement, or that contain the confidential or proprietary information of any of e-Psychiatry' other clients.

13. Miscellaneous.

a. Notice. Any notice given pursuant to this Agreement shall be deemed effective if sent by registered, express mail, or certified mail, postage prepaid, addressed as follows:

If to e-Psychiatry:

e-Psychiatry
7873 W Deaver Road, Columbus IN 47201
Attn: Scott Bernard, PhD, MBA, MPH
CEO & President
Scott.Bernard@e-Psychiatry.com

If to Client:

Client: Racine County Behavioral Health

Address: 1717 Taylor Avenue, Racine, WI 53403

Attn: Michelle Goggins

Email: Michelle.Goggins@RacineCounty.com

b. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties, including incorporation of the Non-Disclosure Agreement terms previously signed between the

Parties. The present agreement replaces any prior agreement. It may be amended only by a written document signed by a duly qualified officer of each party.

c. Non-Assignment and Benefit. This Agreement shall not be assignable by either party without the written consent of the other, which consent shall not be unreasonably withheld, and shall bind and inure to the benefit of the parties hereto and their respective legal successors and permitted assigns.

d. Partial Invalidity. Should any provision of this Agreement be held unenforceable, the remainder of the Agreement shall continue in full force and effect notwithstanding the partial invalidity ruling.

e. Force Majeure. No Party to this Agreement shall be liable for failure or delay of performance of any of its obligations hereunder if such failure or delay is due to causes beyond its reasonable control including, without limitation, natural disasters, fires, earthquake or storm, strikes, failures of public utilities or common carriers, acts of war, or regulations of any governmental authority, including compliance with any order of any governmental considerations; provided that any such delay or failure shall be remedied by such Party as soon as possible using commercially reasonable efforts after removal of the cause of such failure. A Party suffering such delay or which expects to suffer such delay shall promptly notify the other Party in writing of the cause and expected duration of such delay. If such delay impacts the parties for greater than one week, then both Parties will discuss alternate ways to remedy the situation. In the event a delay lasts or is expected to last more than thirty (30) days, then either Party shall have the option to terminate this Agreement upon written notice.

f. Applicable Law. This Agreement has been made in and shall be governed by and construed by the laws of the State of Indiana. You agree that any dispute, controversy or disagreement arising out of or relating to this Terms of Services, the breach thereof, or the subject matter thereof, shall be settled exclusively by binding arbitration, which shall be conducted in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and which to the extent of the subject matter of the arbitration, shall be binding not only on all parties to the Terms of Services, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

g. Regulatory. Client remains responsible for confirming that the services provided by Healthcare Provider, on behalf of Client, to Client's patients are consistent with the laws of the state(s) in which Client operates.

h. Waiver. Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of each party to be effective as of the date first above written.

Client: [Signature]
Signature: [Signature]
Name: JONATHAN DELAGRAVE
Title: RACINE COUNTY EXECUTIVE
Date: 2-21-2018

REVIEWED BY FINANCE DIRECTOR
[Signature] 2/15/18
Sign _____ Date _____
Date 2/21/18
Certified to be correct as to form

e-Psychiatry
Signature: [Signature]
Name: Scott Bernard, PhD, MBA, MPH
Title: CEO & President
Date: 2-26-2018

By [Signature]
Racine County Corporation Counsel

[Signature]
Wendy M. Christensen
Racine County Clerk 2/21/18

EXHIBIT A
FEE SCHEDULE

This Exhibit A, Fee Schedule supplements the Agreement and may be modified from time to time upon agreement by the parties. If any of the provisions of this Exhibit are inconsistent with the provisions of the Agreement, then this Exhibit shall control as to all fee schedule arrangements. All of terms and provisions of the Agreement not modified as set forth herein shall remain in full force and affect.

Client and e-Psychiatry hereby agree as follows:

1. In exchange for the Services, Client will pay e-Psychiatry invoices for the Services at the rates described below.

- Services – Regular business hours (M-F, 9A-5P)
 - i. MD /NP \$200/hour
 - ii. ARNPs \$135/hour
 - iii. Psychologists \$ N/A

- Services - After hours, holidays, weekends
 - i. MD/NP \$200/hour
 - ii. ARNPs \$135/hour
 - iii. Psychologists \$ N/A

- For meetings and other administrative services required by Client (e.g. initial training/orientation & on-going training, QI, IRRs, etc.)
 - i. MD/NP \$200/hour
 - ii. ARNPs \$135/hour
 - iii. Psychologists \$ N/A
 - iv. Supervising MD \$200/hour

2. e-Psychiatry agrees to perform the Services described in the Agreement, the fees for which are already incorporated into the service rates above, and for which there are no additional charges to Client. Depending on the Client's business needs, these Services may include:

- Initial identification of personnel via e-Psychiatry's in-house database \$ 0
- Processing, submission and collection of Services invoices \$ 0
- 24/7 technology support for technology e-Psychiatry provides \$ 0
- No-cost videoconference platform \$ 0
- Good faith efforts to replace a provider who terminates with client \$ 0

[Signature]
2/13/18

Business Associate Agreement

This Business Consulting Agreement (“Agreement”), is made and entered into as of __Feb 7 2018, (the “Effective Date”), between __ **Racine County** _____ (“hereinafter Client”), and L&R Physician Services, LLC (d.b.a. e-Psychiatry) (hereinafter “Business Associate) an Indiana corporation.

1. Definitions. With regard to this Agreement the following terms have the following meanings:

“Protected Health Information” means any and all information, in any form and in any media created or received by Business Associate from Client or from any third party regarding any patient treated by Client, including any information received by mail or through remittances on behalf of Client, so long as that information related to either the past, present, or future physical or mental health condition of the patient, the provision of health care to the patient, or the future payment for the provision of health care to the patient, and so long as the information identifies the individual or provides a reasonable basis to believe that the information can be used to identify the individual.

“Designated Record Set” has the same meaning as the term is defined in 45 CFR §164.504.

“Privacy rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and part 164, subparts A and E.

2. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Client as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if used or disclosed in the same manner by Client.

3. Business Associate’s Obligations

(a) Business Associate agrees not to use or disclose Protected Health Information other than as allowed by this Agreement, or as required by law. Additionally, Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information except for those allowed or required purposes.

(b) Business Associate agrees to report to Client any use or disclosure of the Protected Health Information not permitted by this Agreement of which it becomes aware.

(c) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides or allows access to Protected Health information agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(d) At the reasonable request of Client, Business Associate agrees to provide Client access to Protected Health Information in a Designated Record Set, in order that Client may satisfy the individual access requirements of the Privacy Rule located at 45 CFR § 164.524

(e) Business Associate agrees that at the reasonable request of Client it will make available protected health information for amendment and incorporate any amendments to protected health information in accordance with §164.526.

(f) Business Associate agrees that upon request, it will make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client, available to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining Client’s compliance with the Privacy Rule.

(g) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an individual for an account of disclosures of Protected Health Information in accordance with 45

CFR § 164.528. Additionally, Business Associate agrees to provide the information relating to such documentation within a reasonable time of Client's request for such information.

- (h) Upon termination of the Agreement, and so long as it is feasible, Business Associate will immediately return or destroy all Protected Health Information in its possession. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Client written notification of the conditions that make return or destruction infeasible. In such circumstances, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

4. Client's Obligations

- (a) Client shall provide Business Associate with the notice of privacy practices that Client produces in accordance with 45 CFR § 164.520, as well as any amendments to such notice.
(b) Client shall notify Business Associate of restrictions or prohibitions relating to the use or disclosure of an individual's Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures of that individual's information.

5. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the Effective Date of the Service Agreement, and shall terminate upon the Service Agreement's termination and when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, is destroyed or returned to Business Associate, or, if it is unfeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
(b) Termination for Cause. Upon Client's knowledge of a material breach of this Agreement by Business Associate, Client shall either:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Client.
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, Client shall report the violation to the Secretary.

Client: [Signature]
By: [Signature]
Name: JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE
Title: _____

Business Associate: [Signature]
By: [Signature]
Name: Scott Bernard, PhD, MBA, MPH
Title: CEO / President

Date: 2-21-2018

Date: 4-6-18

Date 2/21/18 Certified to be correct as to form

REVIEWED BY FINANCE DIRECTOR

[Signature] 2/21/18 By [Signature] Racine County Corporation Counsel
Sign Date

[Signature] Wendy M. Christensen
Racine County Clerk 2/21/18