

# MEMORANDUM

April 1, 2022

TO: Mayor John P, Kahl and Members of City Council

FROM: Teresa Durm, HR Director, SHRM-CP, PHR

SUBJECT: Resolution Regarding Services for City's Employee Wellness Program

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## DISCUSSION:

The City's Wellness Committee conducts an employee health and wellness program, which includes the annual biometric screenings during the annual employee enrollment meetings, is scheduled for April 12 and April 13, 2022. The Wellness Committee has determined that in order to develop and implement wellness programs and activities best tailored for the City employees, City employees should be given the opportunity to participate in a current health risk assessment program. The Wellness Committee has again negotiated a contract with Optimum Health Solutions, Inc., to conduct individual health screening and health risk assessment programs for City employees and to assist the Wellness Committee with the City's Wellness Program throughout the year.

Further, the Wellness Incentive available to employees and retirees under the City's Group Health Care Plan requires City employees or retirees to participate in these health risk assessment programs.

The contract with Optimum Health Solutions, Inc. provides health assessment services for \$70 per individual health screening performed at the annual health and wellness seminar, while coaching services are provided at \$25 per coaching meeting or telephone call. The contract further provides for ongoing meetings with the City's Wellness Committee to review wellness initiatives and to educational wellness presentations for the City.

## RECOMMENDATION:

On behalf of the Wellness Committee, I recommend that the Council pass this Resolution.

**RESOLUTION NO. 2122-135**

**East Peoria, Illinois**

\_\_\_\_\_, 2022

**RESOLUTION BY COMMISSIONER \_\_\_\_\_**

**RESOLUTION APPROVING CONTRACT WITH OPTIMUM HEALTH SOLUTIONS  
FOR ASSISTING WITH THE EMPLOYEE WELLNESS PROGRAM**

**WHEREAS**, the City's employee Wellness Committee will be holding a health and wellness seminar for all City employees on April 12, 2022 and April 13, 2022, as part of the annual employee health plan enrollment and wellness activities held each year; and

**WHEREAS**, the Wellness Committee has determined that in order to develop and implement wellness programs and activities for City employees, City employees should be given the opportunity to participate in a current health risk assessment program as a means to provide meaningful individual wellness programs and activities for participating City employees; and

**WHEREAS**, the Wellness Committee recommends that the City enter into a contract with Optimum Health Solutions, Inc., for the purpose of conducting health screening and health risk assessment programs for City employee participating in the City's Wellness Program and for employees and retirees participating in the Wellness Incentive under the City's Group Health Care Plan; and

**WHEREAS**, Optimum Health Solutions, Inc., has been assisting the City with the City's Wellness Program and related wellness initiatives for the past several years; and

**WHEREAS**, based upon the recommendation of the Wellness Committee, the City Council hereby finds that it is in the best interests of the City to approve and enter into a contract with Optimum Health Solutions, Inc. (attached as "Exhibit A"), for conducting a health risk assessment program for City employees;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:**

**Section 1.** The City adopts the recommendations made by the Wellness Committee, as set forth above, and approves the contract (Exhibit A) with Optimum Health Solutions, Inc. contingent upon the removal of the automatic rollover provision found in Section 9 of the contract.

**Section 2.** The Mayor, or his designee, and the City Clerk are hereby authorized to execute the contract with Optimum Health Solutions, Inc., attached as "Exhibit A", together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that the City shall have no obligation under the contract with the Optimum Health Solutions, Inc. until such time as an executed contract has been delivered to the Optimum Health Solutions, Inc.

**APPROVED:**

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Mayor

**ATTEST:**

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City Clerk

## **AGREEMENT TO PROVIDE HEALTH PROMOTION SERVICES**

This Services Agreement is made and entered into as of the 1<sup>st</sup> day of April, 2022 (the “Effective Date”), by and between Optimum Health Solutions, Inc. (“OHS”) and City of East Peoria (“Client”).

WHEREAS, the Client desires to obtain health promotion service from OHS.

WHEREAS, OHS shall provide these health promotion services to Client.

### **1. Definitions**

- (a) “Effective Date” shall mean the 1st day of April, 2022.
- (b) “Eligible Person” means an employee of the Client or, as applicable, the spouse or dependent over the age of 18 of such employee, who is permitted by the Client to participate in the designated wellness program.
- (c) “Health Coaching” means, for Eligible Participants who participate in the Wellness Program, the assessment of their current health risk status, identifying areas of concern, establishment of goals for personal improvement, providing skills and motivation for health improvement, and measuring individual progress and establishing benchmarks for improvement in the areas of concern.
- (d) “Health Screening” means an event organized for the Eligible Persons of the employer for the purpose of obtaining biometric data (for example, cholesterol, blood glucose, blood pressure, etc.) from Participants.
- (e) “Participant” means an Eligible Person who has chosen to participate in the wellness program, and who submits a completed Health Risk Assessment.
- (f) “Software Platform and Applications” means the tool utilized for the identification, communication and methods for the reduction of individual health risks which, in the aggregate, provide a process for enhancing the health of an employer’s workforce.

### **2. Software Platform and Applications**

OHS shall provide an on-line Health Risk Assessment, Personal Health Report for each Participant, Aggregate Reports for the Client, Participant Portal Access and Engagement Applications through its Software Platform.

### **3. Health Screening**

OHS shall provide an on-site health screening during the employer’s regular business hours on a mutually agreeable time and date and annually thereafter. Standard services shall include the following items:

- (a) Lipid Profile
- (b) Comprehensive Metabolic Panel
- (c) Complete Blood Count

- (d) Blood Pressure
- (e) Height and Weight
- (f) Waist Circumference
- (g) Pulse

4. **Health Coaching**

Following each annual health screening, OHS will determine Health Coaching Eligibility based on risk factors present. Each Participant will be confidentially contacted via telephone to address their health issues. OHS will contact the Participants at a mutually agreed upon time via telephone for a set number of consultations based upon their risk factors. Those with 0-1 risk factors will receive 2 calls. Those with 2-3 risk factors will receive 4 calls. Those with 4 or more risk factors will receive 10 calls.

5. **Predictive Modeling Services**

OHS will enhance the Health Coaching Services with its predictive modeling tool if claim data is available. The predictive modeling tool is utilized by the health coaches to identify preventive screening compliance, gaps in care and disease state compliance.

6. **Cooperation**

The Client shall designate an employee to serve as coordinator with OHS in connection with its duties under this Agreement. The Employer shall promote and support the programs offered by OHS and encourage its Eligible Employees to participate therein.

7. **Confidentiality**

OHS shall handle confidential protected health information in accordance with the provisions of the attached Business Associate Addendum, Exhibit B. OHS will not disclose individually identifiable health information to the Client.

8. **Fee**

The Employer shall pay to OHS a fee for standard services as described on Exhibit A.

9. **Effective Date, Term and Termination**

- a) This Agreement shall begin on the Effective Date and continue for a period of 1 year from that date (the “initial term”), unless otherwise terminated pursuant to the terms hereof.
- b) Termination for Material Breach. Either OHS or the Client may terminate this Agreement by providing the other party with a minimum of ninety (90) days’ prior written notice in the event the other party commits a Material Breach (as defined below). Said notice must specify the nature of such Material Breach. The breaching party shall have thirty (30) days from the date of receipt of the foregoing notice to cure said Material Breach. In the event the breaching party fails to cure the Material Breach within said thirty (30) day period, this Agreement shall automatically terminate upon expiration of the ninety (90) day notice period. For purposes of this Agreement, the term “Material Breach” shall mean a breach of an essential term of this Agreement, not caused by or contributed to by the aggrieved party.

10. **Indemnity**

OHS shall indemnify the Client and hold it harmless from any and all loss, cost, claim, liability, damage or expense, including reasonable attorney fees, which it may incur with respect to any third party claims resulting solely from the negligent acts or omissions of OHS in connection with conduct of services.

11. **Relationship of Parties**

The relationship created by this Agreement is that of independent contractors. Nothing herein shall be construed to create a relationship between the parties of employer and employee, principal and agent, partners or joint venturers.

12. **Entire Agreement**

This is the entire agreement between the parties and supersedes all other agreements, either oral or in writing. No promises, warranties, inducements or representations have been made except as set forth in this Agreement. This Agreement may not be modified except by written agreements signed by authorized officers of the parties.

13. **Governing Law**

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts of laws.

14. **Waiver of Breach**

The failure of either party to require strict adherence of the other to the requirements of this Agreement shall in no way affect the respective rights of either party to enforce same nor shall any waiver of any breach of this contract be construed as a waiver of any subsequent breach or a waiver or modification of the provisions of this Agreement.

15. **Force Majeure**

Neither party shall be liable for failure or delay of performance hereunder arising from Acts of God or other acts or occurrences beyond control of the parties, including but not limited to acts of courts and regulatory bodies, fires, explosions, weather-related obstacles to performance, labor stoppages, war or rebellion.

16. **Notices**

All notices given under this Agreement shall be in writing and sent by first class United States mail, postage prepaid, to the other party as set forth below, or to such other person or address as either party may designate from time to time in writing to the other party.

***To OHS:***

Christine McMillin  
Optimum Health Solutions, Inc.  
221 Northeast Glen Oak Avenue  
Peoria, Illinois 61614

***To Client:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

**OPTIMUM HEALTH SOLUTIONS, INC.**

**CITY OF EAST PEORIA**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

## **EXHIBIT A**

### **Fee Schedule**

- Screening Fee: Client shall pay \$70.00 per participant that completes any portion of the screening process (including the Health Risk Assessment or Screening).
- Health Coaching: Client shall pay \$25.00 per call.
- Programming: Client shall pay \$500 per educational presentation.
- Vascular Screenings: Ultrasound Imaging of the Abdominal Aorta (AAA), Ankle Brachial Indices (ABI Testing) and Ultrasound Imaging of the Carotid Arteries. Client shall pay as follows per participant:
  - 1 test - \$49
  - 2 tests - \$89
  - 3 tests - \$129

#### Additional Fees:

- Health Risk Assessments are available on-line only and included in the above fees.
- Personal Health Reports are provided on-line only and included in the above fees.
- Shipping Costs for paper copies of Health Risk Assessments or Personal Health Reports will be billed at cost.
- Payment of Fees: The Client shall pay all fees within thirty (30) days of receipt of the invoice.



## BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** (“Agreement”) amends and is made a part of all Services Agreement(s) (as defined below) between Optimum Health Solutions, Inc. (“Covered Entity”) and City of East Peoria (“Business Associate”). This Agreement is effective April 1, 2022.

1. **Definitions.** Terms used but not otherwise defined in this Agreement shall have the meaning ascribed in section 160.103, 164.501, or elsewhere, in the Regulations.

a. **“ePHI”** means PHI that is maintained or transmitted in electronic media.

b. **“Breach”** means, with respect to PHI, the impermissible acquisition, access, use or disclosure of Unsecured PHI which compromises the security or privacy of the PHI.

c. **“Business Associate Functions”** means all functions performed by Business Associate under one or more Service Agreements on behalf of Covered Entity which involve the creation, receipt, transmission or maintenance of PHI by Business Associate on behalf of Covered Entity by Business Associate or its agents or subcontractors.

d. **“HIPAA”** means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to 1320d-7, and future amendments thereto and the Regulations issued thereunder.

e. **“PHI”** means protected health information as defined in the Regulations, which is created, obtained or used by Business Associate in the performance of one or more Business Associate Functions for Covered Entity.

f. **“Regulations”** means the final Regulations implementing the provisions of HIPAA as amended from time to time. The Regulations are presently codified at 45 C.F.R. Parts 160 and 164.

g. **“Services Agreement(s)”** or **“Agreement”** means all agreements, whether written or oral, and whether now in effect or hereafter entered into, between Covered Entity and Business Associate for the performance of Business Associate Functions by Business Associate.

h. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

i. **“Unsecured PHI”** means PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals by one or more of the methods outlined by the Department of Health and Human Services in 74 Fed. Reg. 70 (2009) (to be codified at 45 C.F.R. §160 and §164).

2. **Purpose.** Optimum Health Solutions is a Covered Entity under HIPAA and City of East Peoria is its Business Associate. HIPAA requires Covered Entity to obtain satisfactory written contractual assurances from its business associates before furnishing them with PHI or permitting them to obtain or create PHI to perform Business Associate Functions. This Agreement is entered into to provide Covered Entity with the contractual assurances required under HIPAA.

3. **Permitted Uses and Disclosures of PHI.** Business Associate shall only use and disclose PHI as permitted or required under this Agreement or as required by law, but shall not otherwise use or disclose any PHI. Business Associate shall not, and shall ensure that its employees, other agents and contractors do not, use or disclose PHI received from Covered Entity in any manner that would constitute a violation of HIPAA or state privacy law if used or disclosed by Covered Entity. To the extent Business Associate carries out any of Covered Entity's obligations under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of such obligations. Without limiting the generality of the foregoing, Business Associate is permitted to use or disclose PHI as set forth below:

- a. Business Associate may use PHI to perform Business Associate Functions.
- b. Business Associate may use PHI as needed for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

4. **Special Conditions on Disclosure for Business Associate's Purposes.** Before Business Associate may *disclose* PHI to another party for a reason described in subparagraph 3b, one of the following two conditions must be met; either –

- a. the disclosure must be *required by law*; or
- b. Business Associate must obtain *reasonable assurances* from the person to whom the PHI is disclosed that such person will safeguard the PHI and further use and disclose it only as required by law or for the purpose for which Business Associate disclosed it to such person; and such person must agree in writing to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

5. **Privacy Assurances of Business Associate.** As an express condition of performing Business Associate Functions, Business Associate agrees to the following terms and conditions:

a. **Compliance with Law.** Business Associate shall comply with the requirements of Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Business Associates, and comply with all regulations issued by the Department of Health and Human Services (HHS) to implement HITECH, as of the date by which Business Associate is required to comply with HITECH and the related regulations. Such requirements are hereby incorporated by reference into this Business Associate Agreement.

b. **Uses and Disclosures.** Business Associate shall use and disclose PHI only as permitted or required by this Agreement, or as otherwise required by law. Business Associate shall not use or disclose information in a manner that would violate any applicable law if done by Covered Entity.

c. **Safeguards.** Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Agreement. In addition, Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall comply with the HIPAA Security Rule with respect to ePHI.

d. **Breach Reporting and Notification.** Business Associate shall:

i. Report to Covered Entity's designated privacy official, without unreasonable delay, but in no event later than five (5) business days of discovery by Business Associate, any acquisition, access, use or disclosure of PHI not provided for in this Agreement or not permitted under the Regulations, including any impermissible access, acquisition, use or disclosure that is a Breach of Unsecured PHI, by Business Associate, its employees, other agents or contractors or by a third party to which Business Associate disclosed PHI (each an "Unauthorized Use or Disclosure"), including any impermissible access, acquisition, use or disclosure that is a Breach of Unsecured PHI, together with any remedial or mitigating action taken or proposed to be taken with respect thereto.

ii. Conduct a risk assessment with respect to any impermissible access, acquisition, use or disclosure to determine if there is a low probability that the PHI has been compromised. Business Associate shall notify Covered Entity of any such impermissible access, acquisition, use or disclosure, including the following information in such notice:

a) A brief description of how the impermissible access, acquisition, use or disclosure occurred and how and when it was discovered.

b) A description of whether Unsecured PHI was involved in the impermissible access, acquisition, use or disclosure, and the results of Business Associate's risk assessment.

c) The steps Business Associate is taking to further investigate the Unauthorized Use or Disclosure, to mitigate losses, and to protect against further impermissible access, acquisition, use or disclosure.

In addition, Business Associate shall cooperate with Covered Entity in making any required notification to individuals in the case of a Breach as determined by Covered Entity. Business Associate shall reimburse Covered Entity for all costs, expenses, damages and other losses resulting from any breach of this Agreement, Unauthorized Use or Disclosure, Security Incident or Breach involving PHI maintained by Business Associate, including, without limitation: fines or settlement amounts owed to a state or federal government agency; the cost of any notifications to Individuals or government agencies; credit monitoring for affected individuals for a one year period (if reasonable and appropriate under the circumstances); or other mitigation steps taken by Covered Entity to comply with HIPAA or state law.

e. **Mitigation.** Business Associate shall cooperate with Covered Entity in taking reasonable steps to mitigate, to the extent practicable, any harmful effects of any impermissible access, acquisition, use or disclosure of PHI in violation of this Agreement or HIPAA.

f. **Subcontractors and Agents.** Business Associate shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each subcontractor (including, without limitation, a subcontractor that is an agent under applicable law) that creates, receives, maintains or transmits PHI on behalf of Business Associate. Business Associate shall ensure that the written agreement with each subcontractor obligates the subcontractor to comply with restrictions and conditions that

are at least as restrictive as the restrictions and conditions that apply to Business Associate under this Agreement.

g. **Individual Access to PHI.** Within ten (10) business days of a request by Covered Entity for access to PHI about an individual contained in any Designated Record Set of Covered Entity maintained by Business Associate, Business Associate shall make available to Covered Entity such PHI for so long as Business Associate maintains such information in the Designated Record Set. If Business Associate receives a request for access to PHI directly from an individual, Business Associate shall forward such request to Covered Entity within five (5) business days.

h. **Availability of PHI for Amendment.** Business Associate shall notify Covered Entity within five (5) business days of any request by individuals to amend PHI maintained by Business Associate in designated record sets, direct the requesting individual to Covered Entity for handling of such request, cooperate with Covered Entity in the handling of such request, and incorporate any amendment accepted by Covered Entity in accordance with §164.526 of the Regulations. Business Associate is not authorized to independently agree to any amendment of PHI.

i. **Accounting of Disclosures.** Business Associate shall maintain a record of those disclosures of PHI by Business Associate or its agents or subcontractors which are subject to the individual's right to an accounting under § 164.528 of the Regulations and report such disclosures to Covered Entity within five (5) business days of request by Covered Entity in a form permitting Covered Entity to respond to an individual's request for an accounting.

j. **Availability of Books and Records.** Business Associate shall make its internal practices, books and records relating to the use and/or disclosure of PHI available to the Secretary of HHS or his or her designees for purposes of determining Covered Entity's compliance with the Regulations.

k. **Return or Destruction of PHI upon Termination.** Business Associate shall return to Covered Entity or destroy (and not retain a copy) all PHI in its possession, upon the termination of the Services Agreement or as soon as such PHI is no longer needed by Business Associate to perform its responsibilities hereunder, whichever comes first, and require its agents and subcontractors to do likewise. To the extent that return or destruction is not feasible, the protections of this Agreement shall remain in effect for so long as Business Associate or its agents or subcontractors have possession of or access to such PHI, and Business Associate agrees to limit further uses and disclosures of the PHI to those purposes which make return or destruction infeasible.

l. **Restrictions.** Business Associate shall comply with any reasonable voluntary restriction on use or disclosure of PHI accepted by Covered Entity under § 164.522(a) of the Regulations which is properly communicated to Business Associate, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

m. **Limitations in Notice of Privacy Practices.** Business Associate shall comply with any reasonable limitation in Covered Entity's notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

n. **Alternative Communication Requests from Individuals.** Business Associate shall comply with any reasonable requests by individuals under § 164 522(b) of the

Regulations to receive communications of PHI by alternative means or at alternate locations when communicated to Business Associate by Covered Entity or directly by the individual.

o. **Minimum Necessary Standard.** Business Associate shall limit the request for, and use and disclosure of, PHI for purposes described in this Agreement to the minimum necessary to perform the required function. Business Associate shall comply with any additional requirements for the determination of minimum necessary as are required from time to time by the Regulations, as amended.

6. **Responsibilities of Covered Entity.** Covered Entity agrees to:

a. Notify Business Associate promptly if Covered Entity agrees to any voluntary restrictions on the use or disclosure of PHI which will affect Business Associate's use or disclosure of PHI under the Services Agreement.

b. Notify Business Associate of any reasonable requests by individuals under §164.522(b) of the Regulations to receive communications of PHI by alternative means or at alternative locations, if such requests will affect Business Associate's services.

c. Provide Business Associate with a copy of any amendment to PHI which is accepted by Covered Entity under §164.526 of the Regulations which Covered Entity believes will apply to PHI maintained by Business Associate in designated record sets.

7. **Supervening Law.** Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to Business Associate, amend this Agreement in such manner as it determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either party may terminate the Services Agreement on not less than thirty (30) days' written notice to the other. If not so terminated, the amendment or amendments proposed by Covered Entity shall become effective.

8. **Term and Termination.**

a. **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of Business Associate's agents and subcontractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Agreement designed to safeguard PHI shall survive expiration or other termination of the Services Agreement and shall continue in effect until Business Associate has performed all obligations under this Agreement.

b. **Termination by Covered Entity.** Any other provision of the Services Agreement(s) notwithstanding, Covered Entity may terminate the Services Agreements and this Business Associate Agreement upon thirty (30) days advance written notice to Business Associate in the event that Business Associate breaches a material term of this Agreement and such breach is not cured to the reasonable satisfaction of Covered Entity

within a thirty (30) day period. Failure to take reasonable steps to cure the breach is grounds for the immediate termination of this Agreement.

c. **Termination by Business Associate.** If Business Associate determines that Covered Entity has breached a material term of this Agreement, Business Associate shall notify Covered Entity and provide Covered Entity an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure of Covered Entity to take reasonable steps to cure the breach is grounds for the immediate termination of this Agreement.

d. **Return/Destruction Infeasible.** Upon expiration or earlier termination of the Services Agreement(s) or this Business Associate Agreement, business Associate shall either return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity and which the Business Associate still maintains in any form. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

9. **Miscellaneous.**

a. **Covered Entity.** For purposes of this Agreement, and as applicable to the Business Associate Functions of Business Associate under all Services Agreements covered by this Agreement, references to Covered Entity shall include the named Covered Entity and all other entities covered by a joint Notice of Privacy Practices with Covered Entity, whether as part of an affiliated covered entity or an organized health care arrangement.

b. **Survival.** The respective rights and obligations of Business Associate and Covered Entity hereunder shall survive termination of this Agreement according to the terms hereof and the obligations imposed on Covered Entity under HIPAA.

c. **Interpretation; Amendment.** This Agreement shall be interpreted and applied in a manner consistent with Covered Entity's obligations under HIPAA. All amendments shall be in writing and signed by both parties, except that this Agreement shall attach to additional Services Agreements entered into between the parties in the future without the necessity of amending this Agreement each time. This Agreement is intended to cover the entire Business Associate *relationship* between the parties, as amended, from time to time, through Services Agreements or other means.

d. **Waiver.** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies or obligations.

f. **Effect.** The provisions of this Agreement shall control with respect to Protected Health Information Business Associate receives from or on behalf of Covered Entity, and the terms and provisions of this Agreement shall supersede any conflicting or inconsistent

terms and provisions of the Services Agreement, including all exhibits or other attachments thereto and all documents incorporated therein by reference, to the extent of such conflict or inconsistency. This Agreement shall not modify or supersede any other provision of the Services Agreement.

g. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed to be an original but both of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile transmission or scanned and sent by email are deemed to be originals for purposes of execution and proof of this Agreement.

**IN WITNESS WHEREOF**, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**OPTIMUM HEALTH SOLUTIONS, INC.**

**CITY OF EAST PEORIA**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

Facility: \_\_\_\_\_

Street Address: \_\_\_\_\_

Department: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_