

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) effective as of the 17th day of September, 2010 (the “Effective Date”) between Provant Health Solutions, LLC, a Rhode Island limited liability company with a principal place of business of 42 Ladd Street, Suite 214, East Greenwich, Rhode Island 02818 (“Provant Health”) and Campbell County School District, a Wyoming School Boards Association Insurance Trust Member, with a principal place of business located at 1000 West 8th Street, PO Box 3033, Gillette, Wyoming 82717-3033 (“Client”).

WHEREAS, Client desires to obtain from Provant Health certain health promotion Services as more particularly described herein; and

WHEREAS, Provant Health employs health and wellness personnel to provide said Services and are willing to provide such Services to Client.

NOW, THEREFORE, in consideration of mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by both parties, Provant Health and Client hereby agree to the following:

1. Definitions.

- a. “*Agreement*” means this Master Services Agreement and all exhibits and attachments hereto including without limitation, all Schedules (as defined below) executed by the parties hereto.
- b. “*Change(s)*” means any and all changes to any applicable Schedule(s) (as defined below) that would materially alter the functionality of the Deliverables (as defined below) or the scope of the resources, the pricing, the Services (as defined below), or the performance and completion thereof.
- c. “*Change Authorization Document*” means a written statement signed by Provant Health and Client authorizing a Change.
- d. “*Confidential Information*” relates to the business, plans, Clients, processes, technology, products, and other information of one party. Each party acknowledges that it will have access to certain Confidential Information of the other party. Confidential Information will also include all information in tangible or intangible form that is marked or designated as confidential, and all information that includes any business or technical nonpublic information of Client or Provant Health Health, including but not limited to any information relating to either party's products, Services, marketing plans, business opportunities or personnel, any third-party Client or protected health information of Client or third party or that, under the circumstances of its disclosure, should be considered confidential.
- e. “*Consent Forms*” means affirmation and consent by Client Personnel to the techniques, protocols, personal responsibility and privacy of information measures in relation to the Services provided by Provant Health.
- f. “*Client Personnel*” includes the employees, representatives, agents and affiliated parties of Client.
- g. “*Deliverables*” means any and all deliverables set forth in each Schedule. Deliverables

include, but are not limited to, documents, reports, software, Specifications (as defined below), operating instructions, working papers, work in progress, video, film, multimedia, pictures, graphs and audio material prepared by Provant Health Health, whether preliminary or final, in or on any media.

- h. “*Documentation*” means the user guides and other instructional and reference materials distributed by Provant Health with the Services and/or Deliverables, and such guides and materials updated and redistributed by Provant Health from time to time.
- i. “*Equipment*” means screening and/or computer hardware and other equipment generally described in any Schedule.
- j. “*HIPAA Requirements*” are the applicable provisions of the federal privacy regulations as set forth at 45 C.F.R. Parts 160 through 164 and the federal security regulations set forth in at 45 C.F.R. Part 142, as they may be amended or changed, from time to time.
- k. “*Intellectual Property*” means any and all exclusionary, proprietary or other rights existing from time to time under patent, copyright, trade secret, trademark, unfair competition or similar laws.
- l. “*Required Insurance*” includes worker’s compensation, employer’s liability, commercial general liability, contract liability, automobile bodily injury, property damage liability, professional liability and errors and omissions insurance as more fully described in Section 14.
- m. “*Schedule*” means one or more schedules referencing this Agreement and executed by Provant Health and Client and specifying in detail the Deliverables, Services, Documentation and/or Equipment to be delivered to Client by Provant Health. A project Schedule is attached hereto as Exhibit A.
- n. “*Services*” means those services described in the applicable Schedule(s), and preparation and delivery to Provant Health of the Deliverables, Documentation and/or Equipment.
- o. “*Service Commencement Date*” means the date on which the Services are to commence as indicated on the applicable Schedule.
- p. “*Specifications*” means any and all specifications for, and descriptions of the functional capabilities of any and all Services, Equipment and Deliverables, or any subsequent updates or upgrades, whether included in Provant Health’s Documentation, descriptive documents and/or marketing materials including those set forth in the applicable Schedule or applicable request for proposal and any Client response thereto, the terms of which are incorporated herein by reference in the applicable Schedule.
- q. “*Staff*” means the employees, agents, representatives or permitted subcontractors that shall be assigned to perform Services under this Agreement by Provant Health.
- r. “*Registered End-User*” means someone who has created an account in the web-based private labeled site system.

2. Services.

- a. This Agreement sets forth the terms and conditions of Provant Health’s delivery and

Client's receipt of any or all of the Services provided by Provant Health under this Agreement. All Schedules shall reference this Agreement and shall be subject to the terms and conditions of this Agreement. From time to time, Client may order or request a quotation for Services to be provided by Provant Health under this Agreement. Client shall not be obligated to purchase and Provant Health shall not be obligated to deliver any Services unless and until the parties execute and deliver a Schedule for Services. Upon execution and delivery by the parties, such Schedule shall be incorporated in and made a part of this Agreement. This Agreement may be modified or amended only by written agreement.

- b. Changes to an existing Schedule resulting in any changed or additional Services or Deliverables shall not be initiated, and Provant Health and Client shall incur no obligations with respect thereto, until a Change Authorization Document has been completed and approved by Provant Health in writing. All approved Change Authorization Documents shall be deemed an amendment to the applicable Schedule. Fees for any additional or changed Services, Deliverables, Documentation and/or Equipment shall not be owed or payable, for any reason, unless specified in the fully executed Change Authorization Document.
- 3. Fees and Expenses.** Client will pay all fees and expenses due according to the prices and terms specified in the applicable Schedule.
 - 4. Payment Terms.** On the applicable Service Commencement Date, Client will be billed an amount equal to 50% of all non-recurring fees indicated in the Schedule and the monthly recurring fees for the first month of the term. Monthly recurring fees for all other months will be billed on the first of every month for the provision of Services. All other fees for Services rendered during a month (e.g., balance of non-recurring fees, change control fees, cancellation fees, etc.) will be billed at the first of the following month in which the Services were provided. Fees stated in the Schedule shall be all inclusive for the Services specified in the Schedule, and Client shall not be invoiced for pass-through or other expenses except as expressly agreed in a Schedule. Payment for all fees and expenses is due 30 days after receipt of each Provant Health invoice and payable in United States dollars.
 - 5. Late Payment.** Invoices not paid within thirty (30) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1.50%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less.
- 6. Term and Termination.**
 - a. This Agreement shall be in effect from the Effective Date, until the completion of services described in the applicable schedule and in accordance with the provisions of this Section 6. The term for Services shall be outlined in the applicable Schedule. Provant Health will begin providing Services to Client on the applicable Service Commencement Date.
 - b. Either party may terminate this Agreement upon the other party's Default, as defined below, by written notice to the defaulting party. Except as otherwise specifically provided herein, termination of this Agreement will not relieve the parties of any obligation accruing hereunder prior to such termination. The term "Default" means any of the following: (i) failure to comply with or to perform any material provision or condition of this Agreement for ten (10) business days after written notice to cure thereof ; (ii) insolvency, being the subject of a petition in bankruptcy (voluntary or involuntary), making an assignment for the benefit of creditors, or being named in, or having property subject to, a suit for appointment

of a receiver; or dissolution or liquidation; or (c) any warranty made in this Agreement is breached, false, or misleading in any material respect. In the event of such termination, the non-defaulting party may pursue any remedy provided in law or equity, including injunctive relief and the right to recover any direct damages it may have suffered by reason of such Default.

- c. This Agreement may be terminated by Provant Health without cause upon five (5) days prior written notice to Client if there are no outstanding Schedules under which Services, Deliverables, Documentation and/or Equipment are still being provided by Provant Health to Client. This Agreement may be terminated by Client without cause upon five (5) days prior written notice to Provant Health. Upon receipt of such notice from Client, Provant Health shall stop work and invoice Client for amounts due, if any, as specified in Section 6(d) below.
- d. Should Client cancel a scheduled location specific event such as a Biometric Screening as further set forth in Exhibit A the following fee schedule will apply:
 - 1. Event cancellation of greater than 2 weeks prior to the event will result in 0% fee of total project scope being billed to Client with the exception of any special order supplies and/or services rendered from date of signed services agreement to cancellation date.
 - 2. Project cancellation less than 2 weeks but more than one week prior to event will result in a 50% fee of total project scope being billed to Client.
- e. Project cancellation less than one week prior to event will result in a 100% fee of total project scope being billed to Client. Notwithstanding the expiration or any termination of this Agreement or any Schedule the provisions of Sections 8, 9, 10 & 11 shall survive.

7. Indemnification.

- a. Each party shall indemnify and hold harmless the other party, and its affiliates and subsidiaries and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) sought in any claim, cause of action and suit or proceeding connected with or arising out of claims including, but not limited to, death of or injury to any person, damage to any property, or failure to comply with any express or implied warranties or any claim of strict liability in tort, violation of any federal, state or local laws, regulations, ordinances or administrative orders or rules of the United States, or failure to comply with any provisions of this Agreement, except to the extent the claim is caused by the negligence of, or arising from the conduct of, the party to be indemnified.
- b. At the request of the indemnified party from time to time after any such claims, the indemnifying party, shall at its sole expense defend, with counsel reasonably acceptable to the indemnified party, all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing and, if requested to defend said action, given full and complete authority, information and assistance for the defense of same, provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In all events, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

8. Confidential Information.

- a. **Confidential Information.** “Confidential Information” is defined as collectively all documents, materials, electronic data, and other information or data (whether oral, written or otherwise) relating to one party or its affiliates, including but not limited to technologies, methods, trade secrets, business plans or strategies, computer software and other products, services, inventions, programs, markets, operations, suppliers, and customers that is disclosed to the other party or otherwise is known through the performance of the Services.
- b. **Nondisclosure of Confidential Information.** With respect to all Confidential Information, the receiving party shall not (i) provide or make available the Confidential Information in any form to any person other than those employees or contractors of the receiving party who have a need to know such Confidential Information in order for the receiving party to exercise its rights or perform its obligations under this Agreement; (ii) reproduce Confidential Information except for use reasonably necessary for the receiving party to exercise its rights and perform its obligations under this Agreement; and (iii) exploit or use Confidential Information for any purpose other than as required for the receiving party to exercise its rights and perform its obligations under this Agreement. In the event that the receiving party is specifically authorized by this Agreement to disclose any Confidential Information to a third party, then the receiving party shall require the third party to execute a Confidentiality Agreement the terms of which shall be no less restrictive than the terms set forth herein.
- c. **Exceptions.** Information will not be deemed Confidential Information under this Agreement if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is demonstrated by the receiving party to have been independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the valid order or requirements of a court or governmental agency, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.
- d. **Unauthorized Access.** Each party shall notify the other party immediately of any unauthorized access, possession, use, or knowledge, or attempt thereof, of Confidential Information and agrees to mitigate the impact of such an event. Each party shall promptly provide the other party with full details of any such event and use all available efforts to prevent a recurrence of any such event.
- e. **Legal Process.** In the event that a subpoena or other legal process in any way concerning the Confidential Information is served upon the receiving party, the receiving party shall notify the disclosing party immediately upon receipt of such subpoena or other legal process and shall cooperate with the disclosing party in any lawful effort by the disclosing party to contest the legal validity of such subpoena or other legal process.
- f. **Injunctive Relief.** The parties agree that monetary damages will not be an adequate remedy if this Section regarding Confidential Information is breached and therefore, a disclosing party shall, in addition to any other legal or equitable remedies, be entitled to seek injunctive relief against any breach or threatened breach of this Section.

9. **HIPAA Compliance.** Provant Health will make all commercially reasonable efforts to comply

with the HIPAA Requirements, including all the following:

- a. Comply with the applicable provisions of the Administrative simplification section of the HIPAA Requirements, as codified at 42 U.S.C. § I 320d through d-8 and the requirements of any regulations promulgated thereunder;
- b. Refrain from use or further disclosure any personal health information as defined in the HIPAA Requirements concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations;
- c. Implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provided for in this Agreement;
- d. Promptly report to Client any violations, use and/or disclosure of a patient's PHI not provided for in this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure;
- e. Maintain, in strict confidence, and shall not use any Confidential Information it receives from the company for any purpose other than to complete services outlined in Attachment A.

10. Breach of Confidentiality. In the event that either party is in material breach of any provision(s) of HIPAA Compliance, it shall immediately advise the opposite party and take steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage. As applicable by law, legal remedies, such as equitable relief may be necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

11. Disclaimer of Warranty; Availability of Services/Supplies; Limitation on Liability.

- a. PROVANT HEALTH'S RESPONSIBILITY TO PROVIDE SERVICES OR CONSULTATIONS UPON REQUEST OF CLIENT IS SUBJECT TO THE AVAILABILITY OF NECESSARY VACCINE AND/OR SUPPLIES. SHOULD A PANDEMIC EVENT OR OTHER BUSINESS DISASTER OCCUR (AS DETERMINED BY THE CENTER FOR DISEASE CONTROL AND PREVENTION, OTHER GOVERNMENTAL AGENCY OR SUPPLY MANUFACTURER), OR OTHER EVENT OR CIRCUMSTANCE THAT AFFECTS THE DISTRIBUTION, SUPPLY OR AVAILABILITY OF VACCINES OR NECESSARY SUPPLIES, PROVANT HEALTH WILL HAVE NO LIABILITY TO CLIENT SHOULD THE UNAVAILABILITY OF THE SUPPLIES AND/OR VACCINE PREVENT PROVANT HEALTH FROM PERFORMING SERVICES UNDER THIS AGREEMENT. THE FAILURE OF PROVANT HEALTH TO PROVIDE SERVICES DUE TO UNAVAILABILITY OF SUPPLIES WILL NOT CONSTITUTE A BREACH OF THIS AGREEMENT BY PROVANT HEALTH AND RELIEVES PROVANT HEALTH OF ALL OBLIGATIONS PURSUANT TO THIS AGREEMENT. DURING SUCH PERIOD THAT PROVANT HEALTH IS UNABLE TO PERFORM SERVICES UNDER THIS AGREEMENT DUE TO THE UNAVAILABILITY OF VACCINES AND/OR SUPPLIES, CLIENT MAY SEEK TO HAVE ITS NEEDS, WHICH WOULD OTHERWISE BE MET HEREUNDER, MET BY OTHERS WITHOUT LIABILITY TO PROVANT HEALTH.
- b. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVANT HEALTH DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS

OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

- c. PROVANT HEALTH WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL), REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.
- d. THE CONSIDERATION TO BE RECEIVED BY PROVANT HEALTH HEREUNDER DOES NOT INCLUDE COMPENSATION FOR ASSUMING OR INSURING ANY OF THE RISKS AND LIABILITIES DISCLAIMED BY PROVANT HEALTH. THE LIMITATIONS AND DISCLAIMERS PROVIDED IN THIS SECTION ARE INTENDED TO PREVAIL OVER ANY PROVISION HEREIN TO THE CONTRARY.

12. Onsite Screening Services Warranty. Provant Health shall perform the Services in accordance with the following Performance Standards. Provant Health's failure to meet a Performance Standard shall entitle Client to receive the financial credits set forth in this Section 12. Client's right to financial credits is in addition to any other rights and remedies available to Client hereunder, under the Agreement and/or at law or in equity.

- a. ***On time Performance of Onsite Event.*** Subject to "Force Majeure" Section 25, each wellness event shall occur on the date scheduled. A performance credit equal to the event fee will be issued unless the event is rescheduled for mutual reason and under mutual agreement. Should an event be re-scheduled due to Provant Health's failure to deliver services as sold, Client will receive a 50% discount for the rescheduled event.
- b. ***On time Performance for Screening Appointments.*** Each individual screening shall commence on the pre-scheduled time, plus or minus 5 minutes, unless delay is due to the employee or event circumstances beyond Provant Health's control such as power outages, fire alarms, excessive Client driven walk-in traffic, etc. For each individual screening delayed more than five (5) minutes a \$5.00 credit will be applied to service invoice, not to exceed \$500.00 per event.

13. Technology Platform Services Warranty. Provant Health and its Personnel will perform the Services: (a) in a good, timely, efficient, professional and workmanlike manner using then-current technology, processes, procedures and equipment (as applicable) that are equal to or higher than the accepted industry standards applicable to the performance of the same or similar services; and (b) using Supplier Personnel who are fully familiar with the technology, processes, procedures and equipment (as applicable) to be used to deliver the Services and who have the appropriate qualifications, licenses and registrations required to perform the Services in all jurisdictions where the same are performed.

Service Levels for Technology Platform up time and penalties:

- a. **Telephone Support.** Provant Health shall provide telephonic support via an established telephone line to Client employees during normal business hours 8:00 AM to 5:00 PM EST. For Severity Level 1 (defined in Section 13(c) below) issues telephonic support will be provided 24 hours a day, 7 days a week. All issues will be logged using the Provant Health

tracking system for continuous monitoring.

- b. Uptime. Provant Health warrants and represents that the Client private label site (and the Provant Health materials contained therein) will be accessible by Registered End-Users twenty-four (24) hours daily and be available and online and functional 99.9% of the time each month. Monthly uptime is calculated by multiplying number of days in the month by 24 hours to get total available hours for that month. If the system is unavailable for more than .1% of total available monthly hours Client shall receive a credit for 30% of that month's payment for technology services. Three (3) months within a rolling twelve month period of less than 99.9% uptime shall be considered a material breach under the terms of this Agreement. Planned maintenance shall not count towards measurable downtime and will take place after 9:00 PM EST and only on weekends. Advanced notification of planned maintenance will be sent to Client and an e-mail notification to all Registered End-Users 72 hours prior to that maintenance.
- c. Monitoring. Provant Health shall monitor the performance characteristics of the Client private label site. Provant Health shall promptly notify Client of any significant problem with the private label site that affects overall functionality (i.e., any problem that Provant Health reasonably determines is more severe than a Severity Level 3 problem) and Provant Health shall notify Client of any problems it learns of with the private label site. Upon learning of or receiving notice of a problem with the private label site, Provant Health shall promptly assign a severity level to the problem as follows:
 - i. Severity Level 1 – The private label site is wholly or substantially inoperable or interrupted.
 - ii. Severity Level 2 - The private label site remains usable with some limitation or degradation of functionality (i.e., normal activities are measurably impacted).
 - iii. Severity Level 3 – The private label site is experiencing a minor error and the impact to normal activities is minimal.
- d. Remedying Problems. – After promptly classifying the severity of a problem as set forth in Section 13(c) above, Provant Health shall provide the following resources and use its best efforts to remedy such problem:
 - i. Severity Level 1 problem shall be given the highest priority of resolution. Provant Health shall, promptly upon classifying a problem as a Severity Level 1 problem, begin development of a resolution plan and notify Client of the status of the problem and the remedy plan as soon as practicable after classification. Provant Health shall use best reasonable efforts to resolve a Severity Level 1 problem within four (4) hours.
 - ii. Severity Level 2 problems shall be given a medium priority of resolution. Provant Health shall, as soon as practicable after classifying a problem as a Severity Level 2 problem, begin development of a resolution plan and notify Client of the status of the problem and the proposed resolution. Provant Health shall use best reasonable efforts to resolve Severity Level 2 problems within eight (8) hours.
 - iii. Severity Level 3 problems shall be given the lowest priority of resolution and Provant Health shall use best reasonable efforts to resolve Severity Level 3 problems within twenty-four (24) hours of classification.
- e. If a permanent repair cannot be made to a given problem, a temporary solution (bypass and recovery) will be implemented and a permanent repair implemented thereafter as soon as possible. Client shall receive a credit for 100% of fees related to technology platform while service is completely inaccessible.

14. Required Insurance.

Provant Health will maintain, at its sole expense, at all times during the term of this Agreement the following

levels of insurance covering acts or omissions which may give rise to liability for Services under this Agreement:

- a. Worker's Compensation and employers' liability insurance as prescribed by applicable law;
 - b. Commercial general liability insurance (bodily injury, product liability and property damage) with contractual liability insurance to cover liability assumed under this Agreement and the limits of such insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - c. Automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limit of which shall not be less than \$1,000,000 per occurrence; and
 - d. Professional Liability Insurance, the limits of liability of which shall not be less than \$1,000,000 per each occurrence and \$3,000,000 annual aggregate.
- 15. Staff.** Provant Health shall have the right to determine which of its employees, agents, representatives or permitted subcontractors ("Staff") shall be assigned to perform Services under this Agreement. However, subject to scheduling and staffing considerations, Provant Health shall use commercially reasonable efforts to fulfill Client's request for specific individuals.
- 16. Independent Contractor.** The relationship of Client to Provant Health shall be that of an independent contractor, for federal, state and local income tax and employment purposes, and that as a result of such relationship Client shall not withhold federal, state or local income or unemployment taxes from the fee paid to Provant Health hereunder. The Client shall be solely responsible for all state and federal income taxes, unemployment insurance and social security taxes and for maintaining adequate workers' compensation insurance coverage for himself/herself/itself and for its employees.
- 17. Consent Forms.** All Client Personnel will be required to sign a Consent Form required to affirm that they have read and agree to the protocols, techniques, personal responsibility and privacy information in relation to the Services provided by Provant Health.
- 18. Publicity.** Client shall allow Provant Health to utilize Client name as a reference for Services rendered and to disclose Client relationship as needed for business development purposes to include only the following components (i) Client is a client of Provant Health (ii) the existence of this Agreement with Provant Health; or (iii) satisfaction with Services.
- 19. Compliance with Laws.** Each party shall comply with all applicable laws with respect to its performance under this Agreement.
- 20. Notices.** All notice required under this Agreement shall be given in writing and effective upon the earlier of receipt or 2 days after sending if delivered, by facsimile, mail, or Federal Express or other recognized overnight delivery service, all delivery charges pre-paid, and sent to the address first given above, to the attention of the following:
- a. If to Provant Health: Provant Health Solutions, Attn: Legal, PO Box 901, East Greenwich, RI 02818
 - b. If to Client: Campbell County School District, Attn: Legal Department, 1000 West 8th Street, PO Box 3033, Gillette, Wyoming 82717-3033

- 21. Entire Agreement.** This Agreement, including all Schedules, constitutes the entire agreement between the parties, and upon execution and delivery by the parties supersedes all prior oral or written agreements or communications, with regard to the subject matter described herein. A copy of a signed Schedule or other document included in this Agreement that is delivered by facsimile shall be sufficient to show execution and delivery thereof.
- 22. Assignment and Successors.** Client may not assign its rights or delegate its duties hereunder, whether by operation of law or otherwise, without the express written consent of Provant Health. This Agreement shall bind and inure to the benefit of the parties to the Agreement and their respective successors, representatives, and permitted assigns.
- 23. Waiver and Severability.** Waiver by a party of any default by the other shall not be deemed a waiver of any other default. If any term or condition of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, this Agreement shall be reformed to be valid and enforceable consistent with the intention of the parties as expressed herein to the greatest extent permitted by law.
- 24. No Third Party Benefits.** This Agreement is entered into solely for the respective benefit of the parties and their permitted successors and assigns, and nothing in this Agreement will be construed as giving any right, remedy or claim under this Agreement to an entity other than, (a) the parties to this Agreement, persons and entities expressly indemnified hereunder and each of their permitted successors and permitted assigns.
- 25. Force Majeure.** Neither party shall be liable to the other party for any delay or failure in performance resulting from occurrences beyond their reasonable control, including acts of God, war, terrorism, riot or other civil disturbance; outages of electrical, telecommunications or computer server hosting services; acts of government; or labor strikes or lockouts. In the event of a force majeure occurrence, the disabled party will make all reasonable efforts to remove such disability within 30 days of giving notice of such disability. During such period, the non-disabled party may seek to have its needs, which would otherwise be met hereunder, met by others without liability to the disabled party hereunder. If the disability continues for more than 10 days after the cessation of the reason for such disability, the non-disabled party has the right to terminate this Agreement without cause as set forth in Section 6.
- 26. Changes and Amendments.** No change, modification or revision of this Agreement shall be valid unless assented to in writing and signed by Client and Provant Health. With respect to material changes, Client shall immediately notify Provant Health of any increase or decrease in participation projections necessitated by such changes, and an equitable adjustment of prices or other terms thereof shall be made by the parties in writing before the changed performance commences.
- 27. Governing Law, Jurisdiction and Venue.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming without resort to conflict of laws rules. Each party irrevocably agrees that any action, suit or other legal proceeding against them shall be brought in the 6th Judicial District Court, Campbell County, Wyoming or in United States District Court for the State of Wyoming. By execution and delivery of this Agreement, each party irrevocably submits to and accepts such jurisdiction and waives any objection (including any objection to venue, enforcement, or grounds of forum non conveniens) that might be asserted against the bringing of any such action, suit or other legal proceeding in such court.
- 28. Interpretation.** This Agreement has been mutually negotiated, and therefore shall be deemed to have been negotiated and prepared at the joint request, direction, and construction of all parties, at arms length, and shall be interpreted in accordance with the terms without favor to any party.

29. Sovereign Immunity. Client does not waive its Sovereign Immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Any claims must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. §1-39-101 et. seq. (1977) as amended.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the Effective Date above.

PROVANT HEALTH, LLC

Campbell County School District

By: _____

By: _____

Name: Heather Provino

Name: _____

Title: Chief Executive Officer

Title: _____

Date: September ___, 2010

Date: _____

MASTER SERVICES AGREEMENT

EXHIBIT A

SCHEDULE OF WORK

Reference is made to the Master Services Agreement by and between Provant Health Solutions, LLC, (“Provant Health”) and Campbell County School District (“Client”), dated as of September 17, 2010 (the “Agreement”). This schedule is the “Schedule” referred to in said Agreement and shall be governed by said Agreement. All capitalized terms herein shall have the same meaning as specified in the Agreement unless otherwise specified.

1. Services:

Program & Service Option	Service Description	Modality	Risk Interventions
Health and Wellness Portal	The Provant Health online technology platform provides a robust set of preventive programs, tools, surveys and educational programs designed to empower individual’s to engage in healthier lifestyle that promote and maintain overall good health.	OnLine	The web-based technology platform offers easy access to even the most remote employees and is the most comprehensive and affordable method to reach large populations supporting comprehensive employee health management programs. The web-based portal can be accessed 24/7, allows for health and wellness social networking and offers the ability for participants to e-mail with a live health coach.
Personal Health Assessment	The Provant Health Assessment includes 42 self-reported assessment questions and measures an individual’s general health, family history (GINA compliant), current health (including medication management), nutritional habits, physical activity, mental health, stress management, sleep management, driving safety, smoking, and responsible alcohol use. The PHA only takes 15 minutes to complete and is easily administered at onsite events, via a direct mail campaign as well as through an online campaign. The paper assessment data is integrated with online data to produce a comprehensive aggregate report. Spanish versions are available for both the online and paper versions.	Online Mailed	Employer data collection tool which includes 42 lifestyle and behavior questions, productivity questions and readiness to change. Individuals receive a personalized report with a comprehensive wellness plan. Employers receive an aggregate report that outlines population risk prevalence and can assist employers with future wellness program selection.
Preventive Clinical Screenings with Venipuncture Chem 20	Know Your Numbers-(Chem 20 Panel): This Venipuncture panel is a fasting Chem-20 panel along with Body Composition, BMI and Blood Pressure. This gold standard screening package is recommended by the US Preventive Service Task Force as part of adult preventive guidelines. Participants receive a lab report with lab results and an explanation of results approximately 4 weeks post screening.	OnSite Voucher	Clinical preventive screenings aimed at early identification of certain risk factors that may lead to costly chronic disease. Participants review results with a qualified health professional which empowers them to take the next steps toward adopting a healthier lifestyle.

Program & Service Option	Service Description	Modality	Risk Interventions
Lab Voucher Kits	<p>The Provant Health lab voucher program allows employers the flexibility of providing individual employees, who reside in small or remote office locations or who work virtually, an opportunity to participate in employer sponsored worksite wellness programs without having to physically attend an onsite event. The lab voucher program provides access to a national network of LabCorp laboratory locations. Outbound Kits include: (First Class USPS Mailed Fulfillment Kit)</p> <ul style="list-style-type: none"> • Customized Introduction Letter with Instructions and LabCorp location URL • Lab Voucher Requisition Form with Physician Order for Lab work. • Informed Consent with self report blood pressure, height & weight for reporting purposes. • Stamped, addressed envelope for return of informed consent and self reported biometrics <p>Processed Kits include: (First Class USPS delivery Confidential Mark)</p> <ul style="list-style-type: none"> • Personal Health Report with information about the following screenings; <ul style="list-style-type: none"> o Cholesterol o Triglycerides o LDL o HDL o Glucose • Wellness Facts Brochure (4-color, 4 page educational document) • Provant Health Medical Director oversight and review of all participant laboratory data. <p>Employer Reporting: Employer receives a comprehensive aggregate report, as a stand alone report or Provant Health can easily combine the Lab Voucher data with the onsite biometric screening aggregate data to produce a comprehensive outcome analysis report.</p>	Mailed	Clinical preventive screenings aimed at early identification of certain risk factors that may lead to costly chronic disease. Participants receive an individual report with an overview and explanation of results that empowers them to take the next steps toward adopting a healthier lifestyle.
Healthcare Provider Tracking Form	<p>The Provant Healthcare Provider Tracking form allows employees to participate in the wellness program by allowing their primary health care provider to provide the needed biometric values. Employees take the form to their health care provider who completes the information. The health care provider then faxes the completed form to Provant Health for inclusion in the biometric portion of the wellness program.</p>	Mailed Faxed	Clinical preventive screenings aimed at early identification of certain risk factors that may lead to costly chronic disease. Participants receive an individual report with an overview and explanation of results that empowers them to take the next steps toward adopting a healthier lifestyle,
Enhanced Benefit Advisory Connective Coaching	<p>Provant Health has created the Benefits Advocacy Coach (BAC) program in an effort to support employers with maximizing their healthcare dollar through coordination and steerage of employees to employer sponsored health benefit programs. Employers purchase a variety of health benefit programs such as care management, disease management, wellness, EAP, workers compensation, life, dental, etc. In many instances, the employee is not fully aware of all of the resources being offered to them and these resources go underutilized by the employer population. The Benefit Advocacy Coach (BAC) Program provides a comprehensive employee benefits coach, specifically trained in the employer sponsored benefit portfolio who promotes utilization of these programs through personal engagement encounters with employees.</p> <p>The enhanced BAC program includes a health coaching component. In addition to steering participants to all employer sponsored benefit</p>	Telephonic	Proactive outreach of scheduled “touches” based on individual risk stratification. Includes aggregate reporting on outcomes.

	<p>program resources, a health coach (Registered Nurse, Registered Dietician, Exercise Physiologist or Health Educator) provides a one-on-one personal health counseling session. Provant Health's uses a risk stratification model based on Health Assessment data and/or biometric data to determine individual risk stratification and the number out proactive health coaching outreach calls participants will receive over the course of the program. A program is considered successful when risk level migration is achieved or an observed decrease in the number of participant health risks has been identified.</p> <p>Risk Stratification:</p> <p>Low 1-2 calls Moderate 4-5 calls High 12-13calls</p> <p>However, for CCSD a health coaching client tailored model has been created to include 3 proactive outreach calls for all eligible members regardless of risk stratification.</p>		
Incentive Program	<p>Provant Health administers a strategic incentive plan that encourage the engagement and completion of employer sponsored health and wellness programs. Provant Health is providing a compliance based incentive service that supports a strategically designed, benefit linked incentive design</p>	Data Management	<p>The incentive program is HIPAA and DOL compliant with a primary goal of increasing program participation in wellness initiatives and mitigating escalating healthcare costs through effective lifestyle and behavior management.</p>

2. **Deliverables:**

Biometric Screening (Venous)		
DATE	ITEM	OWNER
9/10/10	Pre-Launch Communication pieces finalized for CCSD	Provant Health
9/10/10	Location list finalized	CCSD
9/20/2010-9/24/2010	Engagement Specialist for planning outreach to CCSD locations	Provant Health
10 Days Pre-Event	Begin Projected participation finalization methodology	Provant Health
10/18/10-10/22/10	Event Implementation	Provant Health & CCD
48 Hours Post Event	Satisfaction Surveys sent to site contacts for feedback	Provant Health

Portal & Health Assessment Launch Plan		
DATE	ITEM	OWNER
10/4/2010	Portal Branding Decisions Finalized	CCSD
10/4/10-10/15/10	Portal Build	Provant Health
10/18/10	Test Site Live for Webex demo	Provant Health
10/20/10	CCSD Sends Provant Health Requested Revisions to Test Site	Provant Health & CCSD
10/29/10	CCSD site is Live	Provant Health
10/15/10	Eligibility File posted to Provant Health sFTP	CCSD
11/1/2010	Initial Push for CCSD Employees	Provant Health
11/1/10-11/5/10	Incentive Eligible HRA Time Frame	Provant Health & CCSD
12/3/2010	Begin Monthly Push Message Promotion Campaigns	Provant Health & CCSD
15 th of Every Month	Utilization Reports Sent	Provant Health

Benefit Advisory Coaching

DATE	ITEM	OWNER
9/22/10	Communication pieces (promotion and Opt-in form) finalized for CCSD	Provant Health
11/1/2010	Personal Health Improvement Plans (PHiP) finalized	CCSD
11/22/2010	Benefit Advisory Health Coaching Outreach Engagement	Provant Health
15 th day of each quarter beginning 2/23/2011	Quarterly Utilization and Engagement Reporting	Provant Health

Lab Voucher Launch Plan		
DATE	ITEM	OWNER
10/1/2010	Lab Voucher Request Forms Finalized for CCD	Provant Health & CCSD
10/11/2010	Lab Voucher Request Forms made available to CCSD Employees not able to participate in onsite and New Hires	CCSD
10/11/10-7/15/2011	Provant Health accepts Voucher Request forms and utilizes data for incentive eligibility reporting as well as for aggregate data reporting.	Provant Health

Data Management & Incentive Reporting Launch Plan		
DATE	ITEM	OWNER
10/8/10	Eligibility File posted to Provant Health sFTP	CCSD
9/30/2010	Incentive Specification finalized	CCSD
10/11/2010	Eligibility File Adds & Deletions posted to Provant Health sFTP (Frequency TBD)	CCSD
11/15/2010	Final Incentive file posted to Provant Health hosted sFTP site	Provant Health

Administrative Launch Plan		
DATE	ITEM	OWNER
9/27/2010	Create sFTP site and provide CCSD access instructions	Provant Health
9/13/2010	Final Communication Materials Sent to CCSD employees	CCSD
10/15/2010	Final custom report page required from CCSD for myFOCUS reports	Provant Health & CCSD
9/8/2010	Begin Weekly Program Teleconferences	Provant Health & CCSD
9/30/2010	Service Agreement finalized	Provant Health & CCSD
12/15/2010	36 Month EHM Plan Finalized	Provant Health
11/19/10	Screening & HRA Aggregate Report Sent to CCSD for Review	Provant Health
12/1/10	Clinical Program Outcome Review and 2011 Strategy	Provant Health & CCSD

3. **Equipment:** Provant Health will supply all needed equipment for onsite screening services and lab voucher fulfillment.
4. **Completion and Delivery Schedule for Performance of the Services and the Deliverables:** The Services to be performed under this Schedule shall commence on September 2, 2010 for project planning, October 14, 2010 for onsite events and shall be completed not later than October 29, 2011 for web portal and health assessment availability unless renewed prior to completion date.
5. **Completion Criteria:** Onsite screenings successfully implemented and executed, online portal available for eligible members by October 29, 2010 and health care provider tracking and lab voucher kit request availability through November 30, 2010. Health Assessment, health care provider tracking form and lab voucher kit completion through December 15, 2010.
6. **Compensation/Fees:** Campbell County School District will be charged the Set-Up fee and 50 % of estimated annualized fees by October 8, 2010 (\$92,575) with the balance to be billed in three installments beginning January 2011 (\$30,858.35), April 2011(\$30,858.35) and July 2011(\$30,858.30). The following fee schedule applies to the Campbell County School District project:

Service	Fee Schedule
Set-Up Fee	\$5,000.00
Incentive Design, Data Management, ERISA/DOL Compliance, Appeals Management and Data Feed Management.	\$ 30.00 pepy
Health and Wellness Portal (includes Health Assessment)	\$ 10.00 pepy
Venipuncture Chem20 Screenings with Blood Pressure, BMI, Body Composition & Waist Circumference.	\$100.00 pepy
Benefit Advisory Coaching-3 outreaches per individual	\$ 35.00 pepy
Reporting and Provant Health Consultation/Training/Marketing Content	(Value Add)\$0.00
TOTAL FEES	\$175.00 pepy
TOTAL ESTIMATED ANNUALIZED FEES	\$281,400.00 (assumes 1,608 eligible)

Additional Services:

1. Family Fun Day:

Program & Service Option	Service Description	Event Fees
Family Fun Day	Kids Sports & Fitness: This interactive session will have kids moving and grooving through an obstacle course and fun fitness challenges designed to work on balance, agility and teamwork! Led by a certified fitness instructor kids will have learning how much fun fitness really is.	\$3,300.00
	Safety Checks: Safety professionals will be on hand with helpful hints on how to keep your kids safe in the house, outside and on the road. Stop in for car seat checks, bike helmet safety, pool safety, and tips on how to child proof the house.	\$2,250.00
	Parent & Toddler Fitness: Moms, Dads and tots alike will love fitness as they learn how to use each other to get fit! Parents will learn fun stretches they can do with their tots as well as how to use their toddler for strength training and fun cardio work they can do together.	\$760.00
	Kids Yoga: Kids respond so well to the benefits of yoga and learn fun movements that assist them with their flexibility, energy levels and ability to relax.	\$920.00
	Kids Nutrition: Nutrition experts will be on hand to engage kids in healthy eating, basic nutrition fun facts and to try healthy snacks.	\$1,860.00

7. Terms & Conditions:

a. Pricing is all inclusive and includes the following components:

- i. Dedicated Client Engagement Team to ensure a dedicated point(s) of contact and focused attention on Client wellness program.
- ii. Onsite event management to manage provider teams, event flow, participant questions and manage team performance.
- iii. Branded registration system for each location with a choice of;
 - Online registration
 - Telephonic registration
 - Paper registration
- iv. Branded, customized communications assistance in the following formats;
 - Electronic event poster (PDF file sent to all locations)
 - E-mail Blast Communication Language
 - Program Launch Letter
- v. Onsite event product delivery.
- vi. All provider travel, administrative fees and event preparation.
- vii. Onsite Biometric Educational materials to include:
 - Wellness Facts Brochure
- viii. Data Feed of Biometric Results to Health Risk Assessment (HRA).
- ix. Comprehensive outcome management including;
 - Program analysis
 - Aggregate reporting for each project

- Return on Investment (ROI) projections
- Claims and productivity analysis.
- x. Future wellness program strategy recommendations.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized representatives, this Exhibit A, as of the Effective Date above.

Dated as of September ____, 2010

Provant Health Solutions, LLC

Campbell County School District

By: _____

By: _____

Name: Heather Provino

Name: _____

Title: Chief Executive Officer

Title: _____