

CLIENT: Williamson County
100 Wilco Way, Georgetown TX 78626

BILL TO: Williamson County
ATTN: sloughrey@wilco.org
100 Wilco Way, Georgetown TX 78626

[illegible]

Cancellation Policy: Once a service is booked and Health Fairs Plus begins building your health fair, there is a \$450 cancellation fee. If you cancel less than three weeks from your event, there is a 50% cancellation fee. Health Fairs Plus will bill the full amount for events cancelled one week or less from the event date. Payment terms are 30 days from Client's receipt of the invoice for undisputed invoices.

This agreement is made between Health Fairs Plus, LLC ("**HFP**"), having a business office at 5501 Merchants View Square, Haymarket VA 20169 and Williamson County ("**Client**"), having a business address of 100 Wilco Way, Georgetown TX 78626

This agreement is effective as of July 18, 2022 and will remain in effect through December 31, 2022.

Under the terms of this agreement, **HFP** will provide and manage an online wellness portal for the **Client's** virtual event(s) at the fees shown for the selected services as described in Exhibit A attached. **HFP's** online wellness portal (located at www.employeehealthhub.com) is an affiliate page of the Employee Wellness Hub (**EWB**). The **Client's** wellness portal will be located at www.employeehealthhub.com/ClientName (referred to as the **Client's wellness portal**). A custom domain can be created and pointed to the **Client's** wellness portal if so desired and the **Client** will be able to promote this domain to users.

HFP agrees to provide the **Client** a non-exclusive license to use the website and software in order to host, manage, track, and obtain reports for employee health/benefit fairs, challenges and wellness programs (consisting of **allowed users** – defined as any person allowed by the client to register on the **Client's** wellness portal including but not limited to employees, employee spouses, dependents, associates, contractors, or anybody else who has permission from the **Client** to register and participate) under the following terms and conditions:
Software and Data use

The software, designs, applications, data and other elements available on or through the **Client's** wellness portal are the property of **HFP** and **EWB** and are protected by US trademark and copyright laws. Neither **Clients** nor **allowed users** may modify, sell, reproduce, data mine, mirror, or distribute in any matter or form the contents and/or graphics of the **client's** wellness portal. **Allowed users** may view and export their own data entries and use the data for their own personal use, or for use in any wellness program organized by the **Client**. **Clients** may have access to all data entries by their **allowed users** as permitted by the laws governing the access and distribution of personal health and wellness information.

Liability Terms and Conditions

Use of this site is at the **Client's** and its **allowed user's** own risk. The information, resources, and tools presented by **HFP** or **EWB** on client's challenge page are for tracking, reporting, and educational purposes only. **HFP** and **EWB** provide general information and interpretations of data entered by the users of the site. This general information is NOT intended to diagnose any disease or condition, nor is it meant to be interpreted as any sort of recommendation of treatments of diseases or conditions. **Allowed users** are highly encouraged to consult with their primary care physician prior to participating in any health or wellness program (including but not limited to challenges, or programs that involve exercise, fitness, nutrition, and/or weight loss). **HFP** and **EWB** are not liable for any data entered into the **Client's** challenge page by an **allowed user**. General information and interpretations are based on the data entered and may decrease in accuracy if inaccurate information is entered.

HFP and **EWB** are not liable for any actions or decisions made by the **Client** or its **allowed users** while participating in, or as a result of participating in a challenge on the **client's** challenge page. **HFP** and **EWB** are not liable for any harm, loss, or damage (including but not limited to personal injury, income, profits, reputation, business, or data) that may be caused to the **Client** or its **allowed users** while participating in, or as a result of, participating in a challenge on the **Client's** challenge page.

Privacy Policies

The **HFP** and **EWB** privacy policies and terms of use are listed on all pages of the Employee Wellness Hub and will be listed on the **Client's** page and cannot be removed by the **Client** or an **allowed user**. **Clients** may request to add additional terms and privacy information but cannot remove any policies or terms already stated. To view the current terms of use and privacy policies, please go to www.employeehealthhub.com and click on the links at the bottom of the page.

Trademark

The Employee Wellness Hub site, software, graphics, and content are property of Health Fairs Plus and are protected by US trademark laws. Use of this wellness portal does not transfer any ownership or rights to the **Client** or its **allowed users**. Any use of the trademarks, names, logos, or content of the wellness portal is prohibited. By signing below, the **Client** acknowledges and agrees to all terms and conditions of this agreement. In addition, the **Client** agrees that these terms and conditions represent a fair allocation of the risks and liabilities. The parties who sign below have read and agreed to this document and are authorized to sign on behalf of their respective organizations.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination under this provision, Client will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: HFP agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of HFP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. HFP agrees that Client shall have access during normal working hours to all necessary HFP facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give HFP reasonable advance notice of intended audits.

Louise M. Dennis July 18, 2022
HFP Signature Date

Bill Gravell Jul 28, 2022
Bill Gravell (Jul 28, 2022 10:53 CDT)
Signature & Date Here
Client Signature Date

Louise M. Dennis July 18, 2022
Printed Name

Bill Gravell Jul 28, 2022
Print Name Here & Date
Printed Name

EXHIBIT A

Base Price: \$2500

Everything you need to host an online event

- We build your customized site and a virtual health fair with up to 6 customizable feature rooms
- 10 live meeting link-ups with your benefit providers and/or wellness partners
- Event registrations, benefits document uploads, learning library
- Keep the portal open all week for access to the educational information and videos – ADD \$350)

Add-ons

Additional Live Meeting Links Over 10: \$100/each link

Have more than 10 benefit providers and/or wellness partners that need to attend your event? No problem. We are happy to create up to 30 live meeting link-ups to accommodate any and all of your wellness relationships.

Health and Wellness Professionals: \$150 - \$550/hr. each

We can provide additional health and wellness professionals for webinars, 1-on-1 consulting, group classes and demos, or virtual chats. Categories include fitness, workouts, cooking demos, nutrition, stress management, yoga, financial, and more. Ask us for a full list of topics that are available.

Additional Activities: \$150 - \$750 each

More social engagement always improves the attendance of an event. We are happy to create and implement employee challenges, passports programs, games (trivia, bingo, etc.), chat boards, quizzes, scavenger hunts, dance parties, happy hours, and other social items.

Live Help: \$150/hr.

Health Fairs Plus can provide live event managers to help with questions, tech-support, manage games, or host other social engagement activities during your event.

Prefer a Health Week?: Add \$900 to the base price

Why stop at one day? Spread your event out over a week and prolong the fun! A "Health Week" allows you to space out your live professionals and classes over several days so employees can participate in more of the services provided. **Ask about our Healthy Happy Hour to end your week!**

info@healthfairsplus.com 703-709-1002