



CORPORATE WELLNESS SCREENING PROGRAM AGREEMENT
BETWEEN
LIFE LINE SCREENING OF AMERICA LTD.
AND
ARAPAHOE COUNTY, COLORADO

This Corporate Wellness Screening Program Agreement ("**Agreement**") is entered into and effective on the date of the last signature set forth below (the "**Effective Date**") by and between Arapahoe County, Colorado (on behalf of the Arapahoe County Sheriff's Office, a law enforcement agency) with its principal office located at 13101 E. Broncos Parkway Centennial, Colorado 80112 ("**Company**") and Life Line Screening of America Ltd., an Ohio limited liability company with its principal office located at 901 South Mopac Expressway, Barton Oaks Plaza 2, Suite 130, Austin, TX 78746 ("**LLS**").

WHEREAS, LLS conducts certain health screenings to the public at various locations throughout the US; and

WHEREAS, Company desires that LLS provide such health screenings ("**Services**") to Company's employees or other designated persons ("**Designated Individuals**") at a private dedicated event to be attended only by such Designated Individuals.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1) **Responsibilities of LLS.** LLS agrees to provide to Designated Individuals such Services as it offers to other members of the general public and which are chosen by the Company. Such Services will be provided at Company's designated location by LLS staff on a date and time set forth in Exhibit A to this Agreement (each an "**Event**"). LLS will have the screening results reviewed by a physician and will send the screening results reports to the Designated Individuals who were screened. The Company will only receive an aggregate report(s) and will not receive results of Designated Individuals.

2) **Responsibilities of Company.**

A. Company will offer and promote the Services to Designated Individuals. Company agrees to promote registration for the screening dates and times of the Events as agreed upon by both parties, through mail, email, social media and all other channels using the scheduling tools offered by LLS. Company shall provide LLS with a registration list of Designated Individuals for an Event at least two (2) weeks prior to the Event date.

B. In consideration for LLS providing the Services to Company's Designated Individuals, Company shall pay LLS a minimum fee for each Event as described on Exhibit A (the "**Minimum Event Price**"). The Minimum Event Price shall include LLS providing Services up to the number of Designated Individuals set forth on Exhibit A (the "**Participant Threshold**"). If the number of Designated Individuals screened at an Event exceeds the Participant Threshold, then Company shall also pay to LLS, in addition to the Minimum Event Price, the Package Price per Designated Individual for each Designated Individual screened at an Event which exceeds the Participant Threshold set forth on Exhibit A.

C. Company shall remit all payments due to LLS under this Agreement within thirty (30) days from the date of Company's invoice for the Services.

D. For each Event, LLS shall invoice Company 50% of the Minimum Event Price within thirty (30) days of the Effective Date and payment is due within thirty (30) days of Company's receipt of invoice. The balance of the Minimum Event Price for each Event as well as any additional amounts due for Designated Individuals who attend an Event in excess of the Participant Threshold will be invoiced within fourteen (14) days after the Event Date for each Event set forth on Exhibit A and payment is due within thirty (30) days of receipt of invoice.



E. For any additional future Events not set forth on Exhibit A, the parties shall execute an amendment which sets forth the date and time for the additional Event and LLS shall invoice Company 50% of the Minimum Event Price within thirty (30) days of the effective date of such amendment. The balance of the Minimum Event Price for the additional Event as well as any additional amounts due for Designated Individuals who attend the additional Event in excess of the Participant Threshold will be invoiced within fourteen (14) days after the Event Date for the additional Event as set forth in the amendment and payment is due within thirty (30) days of receipt of invoice.

F. Company agrees to comply with site requirements per Exhibit B.

3) Relationship of the Parties. The parties are independent contractors and, as such, neither party's employees will be entitled to any benefits applicable to employees of the other party. Neither party is authorized or empowered to act as an agent for the other party for any purpose and will not, on behalf of the other party, enter into any contract, warranty or representation as to any matter. Neither party will be bound by the acts or conduct of the other party.

4) Hold Harmless and Indemnification; Insurance.

A. Each party (the "**Indemnifying Party**") to this Agreement agrees to indemnify and hold harmless the other party and its officers, directors, agents and employees (each an "**Indemnified Party**") from and against any claims, demands, suits, fines or judgments, including, but not limited to attorney's fees, costs and expenses incident thereto, which may be suffered by, assessed against, charged to or recoverable from an Indemnified Party arising out of (i) a breach of this Agreement by the Indemnifying Party, or (ii) any negligent or intentional acts, errors or omissions of an Indemnifying Party. This indemnification shall survive the termination of this Agreement.

B. Each party will purchase and maintain insurance of such types and amounts reasonably adequate to cover any liabilities arising out of their respective obligations hereunder.

5) Term and Termination of Agreement. This Agreement will be effective for a period of one (1) year unless sooner terminated by either party upon 120 days' advance written notice to the other party. The parties agree that the delivery of a notice of termination at any time during the initial term or any renewal term shall not relieve the terminating party of any obligations which are owed to the other party during the 120-day notice period, including full payment by Company to LLS for any Event(s) which were scheduled to occur within such 120-day period.

6) Representations and Warranties of LLS. LLS represents and warrants as follows:

A. LLS has the corporate and/or other legal capacity, authority and power to execute, deliver and fully perform its obligations under this Agreement and any other document relating hereto to which it is a party, and has taken all necessary action to authorize such execution, delivery and performance.

B. The execution, delivery and performance of this Agreement by LLS does not violate or conflict with any law applicable to it, any provision of its organizational documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting any of its assets.

C. LLS' obligations under this Agreement and any other document relating hereto, to which it is a party, constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.

7) Representations and Warranties of Company. Company represents and warrants as follows:

A. Company has the corporate and/or other legal capacity, authority and power to execute, deliver and fully perform its obligations under this Agreement and any other document relating hereto to which it is a party and has taken all necessary action to authorize such execution, delivery and performance.



B. The execution, delivery and performance of this Agreement by Company does not violate or conflict with any law applicable to it, any provision of its organizational documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restrictions binding on or affecting any of its assets.

C. Company's obligations under this Agreement and any other document relating hereto to which it is a party, constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.

8) **Privacy; Compliance.** LLS agrees to protect and keep confidential all nonpublic personal and health information about or pertaining to any Designated Individual obtained in connection with this Agreement unless such Designated Individual has provided consent to disclose such information. LLS shall collect, use, and disclose such nonpublic personal and health information only in accordance with the terms of this Agreement and for the purpose of performing its obligations under this Agreement. Notwithstanding any other provision of this Agreement, LLS, with respect to its use of nonpublic personal and health information, shall comply with applicable U.S. federal and state privacy laws, rules and regulations. LLS agrees to require that any third party vendors and physicians utilized in providing the Services have agreed to comply with applicable federal and state privacy laws and are, to the best knowledge of LLS, in compliance with such laws.

9) **Confidentiality.**

A. "**Confidential Information**" means any and all non-public, technical, business, regulatory, or financial information in whatever form (written, oral, electronic or visual) that is delivered or otherwise disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), including but not limited to the terms and existence of this Agreement.

B. During the term of this Agreement and for a period of one (1) year thereafter, Receiving Party shall not publish, disseminate or otherwise disclose, deliver or make available any Confidential Information to any third party other than Receiving Party's employees, affiliates and agents who have a need to know such Confidential Information, and then only for the purposes contemplated by this Agreement. Receiving Party shall use Confidential Information solely for the purpose of performing its obligations under this Agreement.

C. Notwithstanding the foregoing, the obligations of non-disclosure and non-use under this Agreement will not apply to any portion of Confidential Information that Receiving Party can demonstrate by competent proof (i) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Receiving Party; (ii) is in Receiving Party's possession at the time of disclosure other than as a result of Receiving Party's breach of any legal obligation; (iii) becomes known to Receiving Party on a non-confidential basis through disclosure by sources other than Disclosing Party who have the apparent legal right to disclose such Confidential Information; (iv) is required by law or by a court or governmental or regulatory order or subpoena to be disclosed provided that Receiving Party notifies Disclosing Party and affords Disclosing Party all such reasonable cooperation and assistance as is required in order to prevent or limit any such disclosure; or (v) is independently developed by Receiving Party without reference to or reliance upon Confidential Information.

D. The parties acknowledge that the identity of each Designated Individual who receives Services from LLS shall not be considered Confidential Information of Company and instead shall become customers of LLS who may be contacted by LLS in accordance with applicable federal and state laws.

10) **Assignment and Transfer.** This Agreement or any duties described herein may not be assigned or transferred by either party without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, representatives, and assigns.

11) **Amendment; Additional Services.** This Agreement may be amended from time to time upon the written agreement of both parties. If the parties mutually desire to expand the scope of Services under this Agreement, they shall execute and attach to this Agreement an exhibit similar to Exhibit A which shall be numbered sequentially (i.e., "Exhibit A-1", "Exhibit A-2", etc.). The additional exhibit(s) shall set forth the additional Services and any related terms and conditions.



12) **Notices.** All notices required hereunder shall be in writing and addressed to the parties at the following respective addresses, or to such other address as either party may hereafter specify to the other party in writing, and shall be delivered by hand or by overnight courier:

If to LLS:

General Counsel
Life Line Screening of America Ltd.
901 S. Mopac Expwy.
Building II, Suite 130
Austin, TX 78728

If To Company:

Alan Wilson
Arapahoe County Sheriff's Office
c/o Arapahoe County, Colorado
13101 E. Broncos Parkway
Centennial, Colorado 80112

13) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. All amendments and/or modifications shall be in writing and signed by the parties.

14) **Governing Law.** The validity, construction, enforcement and effect of this Agreement shall be governed by the laws of Colorado.

15) **Specific Performance.** If either party is seeking specific performance or injunctive relief, the parties agree and acknowledge that money damages may not be an adequate remedy for a such a claim and agree that either party, in its sole discretion, may apply to a court for specific performance and/or injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement. In the event of such a court proceeding, all issues shall be raised and resolved in such proceeding, and the following Forum Selection clause shall apply.

16) **Forum Selection.** The parties agree that any action brought by either party shall be brought in the United States District Court for the District of Colorado and the parties hereby consent to the jurisdiction of such courts and waive all issues relating to jurisdiction (personal and subject matter) and venue.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officers.

LIFE LINE SCREENING OF AMERICA LTD.

ARAPAHOE COUNTY, COLORADO

By: _____

By: _____

Name: Joseph P. Jahnke

Name: Carrie Warren-Gully

Title: President & COO

Title: Chair, Board of County Commissioners

Date: _____

Date: _____



Exhibit A
Services

Package Offered: Cardiovascular Disease & Stroke Risk + Wellness Screening Package (“CVS Wellness Package”)

- Carotid Artery Screening- Non-invasive ultrasound screening which detects plaque build-up in the major arteries of the neck, which is a leading cause of stroke.
- Abdominal Aortic Aneurysm (AAA) Screening - Non-invasive ultrasound screening to detect an enlargement of the abdominal aorta, the largest artery in the body.
- Peripheral Arterial Disease (PAD) Screening - Non-invasive Ankle-Brachial Index calculation to screen for lower extremity vascular disease, which is a significant risk factor for heart attack and stroke.
- Atrial Fibrillation Screening - Non-invasive limb-lead EKG to screen for a common heart arrhythmia, which increases the risk of stroke 5-fold.
- Osteoporosis Screening- bone density ultrasound (Women)
- Hemoglobin A1c Test – Finger stick checking avg blood sugar levels over past 2 to 3 months
- hs-C Reative Protein Test- Finger stick checking for inflammation levels in the body
- Kidney Function Test – Finger stick checking for creatinine and eGFR levels
- Thyroid Test– Finger stick checking for thyroid function (Women)
- Testosterone Test – Finger stick checking for testosterone levels (Men)
- Prostate Cancer Screening (PSA) – Finger stick checking for prostate cancer (Men)
- Colorectal Fit Kit – Take -Home Test kit checking for blood in the stool.

Minimum Event Price: \$10,000.00 per Event

Participant Threshold: 33 Designated Individuals

Package Price per Designated Individual (in excess of Participant Threshold): \$298.00/Designated Individual

Event Date(s): 6/3, 6/4, 6/5, 6/6, 6/9, 6/10, 6/11, 6/12 & 6/13, 2025

Event Time(s): TBD

Event Address: 13101 E. Broncos Parkway, Centennial, Colorado 80112

Company Contact Name: Alan Wilson

Company Contact Email: awilson@arapahoegov.com

Company Contact Phone: 720-765-5120

Exhibit B
Screening Event-Room Requirements

1. **Room Size:** Room must be a minimum of 1500sq. feet and located indoors.
2. **Tables & Chairs:** The site should provide 4-5 large rectangular tables and 15-20 chairs. **Room should be free of furniture and/or equipment outside of this requirement.**
3. **Steps:** Host sites cannot have any steps. The room(s) used for screenings must be on the ground level. An elevator or ramp must be accessible if the building has any steps.
4. **Electrical:** A minimum of 4-5 electrical outlets is required.
5. **Wi Fi:** Wireless internet connectivity is **preferred**. If available, please provide network name and password prior to event.
6. **Lighting:** If a room has windows, window coverings are required. If a room does not have windows, a double set of lights is required so one set can be turned off. The room is required to be semi-dark. This allows the technologist to read their monitors and produce accurate screening results.
7. **Temperature:** There should be some way to control the temperature of the room. Especially in warmer weather, air conditioning must be available.
8. **Restrooms:** There should be public access to restroom facilities and hand washing.

