



ERGONOMIC SERVICES AGREEMENT

This **Ergonomic Services Agreement (“Agreement”)** is entered into as of 03/25/2025 (“Effective Date”), by and between Briotix Health, LP and Monterey Bay Area Self Insurance Authority (MBASIA) c/o Alliant Insurance Services (“Client”). The Parties agree as follows:

1. **Services.** Client retains Briotix Health to perform the services selected in Section 3 (“Services”). Briotix Health agrees to perform such Services, all in accordance with the Further Terms and Conditions. Upon Client’s written request for Services, to be performed at desired Client Location(s), Briotix Health shall coordinate scheduling the Services on mutually agreeable dates and times.

2. **Client Contacts.** The current contact information for Client is:

<i>Type</i>	<i>Name and Address</i>	<i>Phone, Fax and E-Mail</i>
Primary Contact	Monterey Bay Area Self Insurance Authority (MBASIA) c/o Alliant Insurance Services attn: Lorissa Huey 560 Mission St. 6 th Floor San Francisco CA 94105	415-403-1467 Lorissa.Huey@alliant.com
Legal Notices	Monterey Bay Area Self Insurance Authority (MBASIA) c/o Alliant Insurance Services attn: Lorissa Huey 560 Mission St. 6 th Floor San Francisco CA 94105	415-403-1467 Lorissa.Huey@alliant.com
Invoices	Monterey Bay Area Self Insurance Authority (MBASIA) c/o Alliant Insurance Services attn: Tami Giovanni 560 Mission St. 6 th Floor San Francisco CA 94105	Tami Giovanni tgiovanni@alliant.com

3. **Services and Fees:**

Ergonomics:

- Ergonomic Assessment - Single (Onsite): \$499.00
- Ergonomic Assessment – Virtual: \$369.00
- Ergonomic Assessment – Non Office: \$150.00/ hour
- Ergonomic Assessment –Follow Up (Onsite): \$325.00
- Ergonomic Assessment –Follow Up (Virtual): \$175.00
- Ergonomic Assessment - No Show/Late Cancel (less than 48 hours): \$155.00
- Ergonomic Equipment Order: \$150.00
- Ergonomic Equipment Installation: \$225.00/hour
- Ergonomic Equipment Installation with Training: \$375.00
- Voice-Activated Software Training: \$225.00/hour
- File Cancellation Prior to Services Initiated: \$49.00
- Other Services Available Upon Request: \$225.00/hour
- Full Day Onsite – max 6 assessments: \$1,500.00
- Program Management - \$150.00/hour

Travel Fees (if applicable): \$95/hr. > 30 miles to/from client site, plus parking

AGREED:

Briotix Health , LP

By Stephen Brown

Name: Stephen Brown
Title: Chief Executive Officer
9000 E. Nichols Ave., #104
Centennial, CO 80112

Client

By Conor Boughey

Name: Conor Boughey
Title: MBASIA Program Administrator
03/25/25

Further Terms and Conditions

4. Term; Termination; Modification. The term of this Agreement is for one (1) year, commencing on the Effective Date ("Initial Term") and shall automatically renew for successive one (1) year terms on the anniversary of the Effective Date ("Renewal Terms"), unless terminated by either Party as set forth below in Section 4.1. This Agreement may be modified by mutual consent at any time.

4.1 Termination.

- a. This Agreement may be terminated by either Party for any reason by giving sixty (60) days advance written notice to the other Party.
- b. This Agreement may be terminated immediately by either Party for any material breach of the terms of this Agreement by the other Party, if after 15 days of written notice of such breach, the breaching Party fails to cure such breach.

4.2 Effect of Termination. Upon termination of this Agreement for any reason, all sums owed to BRIOTIX HEALTH by Client are immediately due and payable upon the effective date of termination, and each Party shall immediately cease use of all Confidential information belonging to the other Party and shall irretrievably delete and/or remove such items from computer hardware and storage media, including backups.

5. Services. BRIOTIX HEALTH shall provide the services selected by Client.

6. Client Responsibilities. Client shall take all reasonable actions necessary to facilitate BRIOTIX HEALTH 's delivery of Services, including assisting with the free and open flow of information necessary to enable BRIOTIX HEALTH to schedule and deliver services in an efficient and effective manner.

7. Compensation and Payment. For all Services, BRIOTIX HEALTH shall render fixed fee invoices at the contracted rate monthly and Client is responsible for payment of all BRIOTIX HEALTH invoices for Services. Invoices are due and payable within thirty (30) days. BRIOTIX HEALTH may change its rates on sixty (60) days' prior written notice.

8. Indemnification. Each Party shall indemnify (as "Indemnifying Party") and hold harmless the other Party and its affiliates and their respective officers, directors and work force team members from and against any and all liabilities, damages, claims, lawsuits and expenses (including reasonable attorneys' fees and expenses) arising out of: (a) the Indemnifying Party's breach of any warranty, covenant or obligations under this Agreement, (b) the death or bodily injury of any person caused by the Indemnifying Party's negligence or willful misconduct; and (c) the damage, loss or destruction of any real or tangible personal property caused by the Indemnifying Party's negligence or willful misconduct.

9. Insurance. Each Party shall carry workers' compensation, employers' liability, automobile liability, commercial general liability ("CGL"), and property insurance policies. BRIOTIX HEALTH shall carry professional liability insurance with minimum coverage of at least \$1 million per occurrence. BRIOTIX HEALTH 's CGL coverage shall be at least \$1 million per occurrence and \$3 million in the aggregate, and shall name Client as additional insured. BRIOTIX HEALTH shall provide Client a certificate of such coverage upon request by Client.

10. Non-Solicitation. Client agrees that it shall not, directly or indirectly, solicit, hire or otherwise engage any person who is, at the time, or was within one year prior thereto, a BRIOTIX HEALTH employee or service provider, to perform services for Client or its affiliates on either a full-time or part-time basis, whether as an employee, independent contractor or otherwise. In the event that Client breaches this Clause by mutual agreement or otherwise, BRIOTIX HEALTH 's standard recruitment fee of a minimum of 30% of total remuneration shall apply.

11. Confidentiality. Each Party may receive information from the other party that is regarded by the disclosing Party as proprietary or confidential, or which would be reasonably understood to be the type of information that should be treated as proprietary or confidential ("Confidential Information"). Each Party shall safeguard and hold such Confidential Information in confidence, and shall limit its disclosure to those of its work force and advisors who are bound by an obligation of confidentiality consistent with the terms of this provision. Neither Party shall, directly or indirectly, disclose, publish or use for the benefit of any third party or itself, except in carrying out its duties hereunder, any Confidential Information of the other Party, without first having obtained the furnishing Party's written consent to such disclosure or use. It is understood that Client's patient outcomes information shall not be deemed confidential provided that personally identifiable information is excluded and applicable privacy laws are honored.

12. No Guaranties or Warranties. BRIOTIX HEALTH will use its best professional skills in performing its Services but does not guarantee or warrant any results.

13. Independent Contractor Status. BRIOTIX HEALTH is an independent contractor in the performance of its Services and retains the right to direct and control the means, manner, and methods by which it performs these Services.

14. Notices. Any notices required to be given under this Agreement shall be given to the Parties at their addresses shown above or such other addresses provided from time to time.

15. Mediation of Disputes. Before commencing litigation over any dispute under this Agreement, the parties agree to attempt, in good faith, to resolve their differences in voluntary, confidential, non-binding mediation using a mediator chosen by their respective attorneys. Good faith shall be satisfied by preparing a written statement of a party's position and submitting it in advance to the mediator and the other party and attending one three-hour mediation session. Costs of the mediator shall be borne equally by the parties.

16. Attorney's Fees. If legal proceedings are initiated to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other available relief or remedy.

17. Governing Law. This Agreement shall be governed by the laws of the State of California.

18. HIPAA Compliance. To the extent that either Party obtains access to, creates, receives, or maintains Protected Health Information or "PHI," as that term is defined in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and all amendments thereto (collectively "HIPAA"), on behalf of the other Party, both Parties will maintain the privacy, security and confidentiality of the PHI as required by this Agreement and applicable laws and regulations. As consistent with HIPAA requirements, both Parties agree to enter into a Business Associate Addendum ("BAA"), an executed copy of which shall be attached to this Agreement.






MBASIA - Briotix Health ErgoMED Services Agreement - Signed CB

Final Audit Report

2025-03-26

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