

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between \_\_\_\_\_, with offices at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (“Business Associate”) and **Meijer, Inc.**, a Michigan corporation, **Meijer Great Lakes Limited Partnership**, a Michigan limited partnership, and **Meijer Stores Limited Partnership**, a Michigan limited partnership, **Town Total Health, LLC**, a Delaware limited liability company, **Aureus Health Services, LLC**, a Delaware limited liability company, **Rx Biotech Pharmacy, LLC**, a Delaware limited liability company, and **Beverly Sinai Medical Pharmacy, Inc.**, a California corporation, with offices located at 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544 (collectively, “Covered Entity”). Business Associate and Covered Entity may each be referred to in this Agreement individually as a “Party” or together as the “Parties”.

### Statement of Facts

Business Associate performs functions, activities or services for, or on behalf of Covered Entity and Business Associate receives, has access to or creates Protected Health Information (“PHI”), including Electronic Protected Health Information (“EPHI”), in order to perform such functions, activities or services. The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity and availability of EPHI that Business Associate creates, receives, maintains, transmits, uses or accesses on behalf of Covered Entity. It is the intent of Covered Entity and Business Associate that this Agreement will meet the requirements of the Privacy Rule and the Security Rule.

### Agreement

1. References; Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Privacy Rule and Security Rule, 45 CFR Parts 160 and 164. The following are some key terms of this Agreement.
  - a. “ARRA” shall mean the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
  - b. “Data Aggregation” shall have the same meaning as “data aggregation” described in 45 CFR § 164.501.
  - c. “Designated Record Set” shall have the same meaning as “designated record set” described in 45 CFR § 164.501.
  - d. “Disclosure” shall have the same meaning as “disclosure” described in 45 CFR § 160.103.
  - e. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 CFR § 160.103, but shall be limited to the EPHI that Business Associate creates, receives, maintains, transmits, uses or accesses on behalf of Covered Entity.
  - f. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

- g. "Limited Data Set" shall have the same meaning as a "limited data set" described in 45 CFR § 164.514(e)(2).
- h. "Minimum Necessary" shall have the same meaning as "minimum necessary" described in 45 CFR § 164.502(b).
- i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and Part 164, subparts A and E.
- j. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, including EPHI, but shall be limited to the information created, received, maintained, transmitted, used or accessed by Business Associate from or on behalf of Covered Entity.
- k. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- l. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- m. "Security Incident" shall have the same meaning as "security incident" in 45 CFR § 164.304.
- n. "Security Rule" shall mean the Security Standards for the Protection of EPHI at 45 CFR Parts 160 and 164, subparts A and C.

2. Obligations and Activities of Business Associate

- a. Use and Disclosure. Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required By Law. Business Associate shall also comply, where applicable, with 45 CFR Part 164 Subpart C with respect to EPHI, and the use and disclosure provisions of the Privacy Rule.
- b. Safeguards. Business Associate agrees:
  - (i) To use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
  - (ii) To develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, transmits or accesses on behalf of Covered Entity. Such administrative, technical, and physical safeguards must meet the requirements outlined at 45 CFR Part 164 Subpart C. Business Associate shall document and keep these security measures current in accordance with 45 CFR § 164.316.
  - (iii) That it is obligated by law to meet the provisions of ARRA that are applicable to Business Associate.
- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any access, acquisition, use or disclosure of

PHI by Business Associate in violation of the requirements of this Agreement.

- d. Subcontractors. Business Associate agrees to ensure that any subcontractor that creates, receives, maintains, accesses or transmits PHI (including EPHI) or utilizes any type of cloud services, including but not limited to cloud service providers on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to, compliance with the applicable requirements of 45 CFR Parts 160 and 164. Such agreement between Business Associate and the subcontractor must be made in writing and must comply with the terms of this Agreement and the requirements outlined in 45 CFR §§ 164.504(e) and 164.314. Written notice to Covered Entity's Privacy Officer is required prior to engaging any offshoring subcontractor. Any violation of this provision is a material breach of the Business Associate Agreement providing grounds for immediate termination by Covered Entity.
- e. Offshoring. In performing the functions, activities or services for, or on behalf of, Covered Entity, Business Associate and its affiliates shall not, and shall not permit any of its subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity's Privacy Officer or General Counsel. Upon obtaining the Covered Entity's consent for a particular subcontractor, Business Associate shall provide the following information to the Covered Entity: (1) name of offshore subcontractor; (2) address, including country, of every location at which PHI is created, received, maintained, transmitted, used or accessed; (3) description of functions performed by offshore subcontractor; (4) proposed or actual effective date for offshore subcontractor; (5) description of the PHI that will be created, received, maintained, transmitted, used or accessed by the subcontractor; (6) explanation as to why the subcontractor must create, receive, maintain, transmit, use or access PHI in order to accomplish its objectives; (7) description of alternatives considered to avoid the subcontractor's creation, receipt, maintenance, transmission, use or access of PHI, and why each alternative was rejected. Business Associate represents and warrants that the offshore subcontracting arrangement: (1) has policies and procedures in place to ensure that PHI and other personal information remains secure; (2) prohibits the subcontractor's access to PHI not associated with (a) the Covered Entity's contract with the Business Associate or (b) the Business Associate's contract with the subcontractor; (3) has policies and procedures in place that allow for immediate termination of the subcontract upon discovery of a significant security breach; (4) includes all required flow-down provisions found in 42 C.F.R. § 505(i)(2) and (3). In addition, Business Associate represents and warrants that: (1) it will conduct an annual audit of the subcontractor; and (2) use the audit results to evaluate the continuation of its relationship with the subcontractor. If a Medicare Part D Prescription Drug Plan (PDP) or other prescription drug benefit plan objects to Business Associate's practice of making PHI available to any individual or entity located outside the United States, Business Associate will use reasonable efforts to address the objection to the satisfaction of the PDP/plan. If the PDP/plan threatens the Covered Entity with termination of network participation agreement based on Business Associate making PHI available to an individual or entity located outside the United States, Business Associate will use best efforts to take whatever action is necessary to placate the PDP/plan and avoid termination of the Covered Entity's network participation agreement. Any violation of this provision is a material breach of the Business Associate Agreement providing grounds for immediate termination by Covered Entity. This provision shall survive the termination of the Business Associate Agreement.

- f. Offshoring Questionnaire. Business Associate agrees to update the Vendor Offshoring Questionnaire annually, or as necessary to the extent the information contained therein needs to be updated because of Business Associate has engaged or changed subcontractors that offshore Covered Entity's PHI.
- g. Reports of Non-Permitted Use or Disclosure. Business Associate agrees to promptly report to Covered Entity any access, use or disclosure of the PHI not provided for by this Agreement. Where applicable, such report shall comply with the requirements outlined in Section 2(n).
- h. Reports of Security Incidents. Business Associate agrees to promptly report to Covered Entity any Security Incident of which it becomes aware. Where applicable, such report shall comply with the requirements outlined in Section 2(n).
- i. Designated Record Set
- (i) If Business Associate has or is uniquely in possession of PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524. If Business Associate uses or maintains an electronic health record with respect to PHI of an Individual, Business Associate agrees to provide a copy of such information in an electronic format and to transmit such copy to an entity or person designated by Covered Entity. Any fee for providing a copy of such information in electronic form shall not be greater than Business Associate's labor costs in responding to the request for the copy.
- (ii) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures necessary to satisfy Covered Entity's obligations under 45 CFR § 526.
- (iii) SOC Compliance. For as long as Business Associate has PHI in its care, custody or control, Business Associate will on a yearly basis at no expense to Covered Entity: (a) conduct an independent audit of all Business Associate systems that store and touch PHI ("Systems") according to standards established by the American Institute of Certified Public Accountants' Service Organization Controls ("SOC"); (b) provide a copy of the Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy ("SOC 2 Report") prepared by such auditor to Covered Entity within 30 days of completion of the SOC 2 Report; and (c) attest that all Systems conform in all material respects with management's assertions contained in the most recent SOC 2 Report. If the SOC 2 Report describes any deficiencies in the System, Business Associate must promptly provide Covered Entity with a written plan to correct the deficiencies as soon as reasonably feasible at Business Associate's sole expense and provide evidence that the deficiencies have been corrected within the timeframe indicated in the written plan.
- j. Access to Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI and

the security of EPHI received from, created, maintained, transmitted or received by Business Associate on behalf of Covered Entity, available to Covered Entity, for all legal purposes, without limitation, to determine the Business Associate's compliance with the Privacy and Security Rules, or to the Secretary, in a time and manner selected by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

- k. Documentation of Disclosures. Maintain and make available the prior 6 years of information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- l. Prohibition on the Sale of PHI or Electronic Health Records. Business Associate shall not sell PHI without consent of Covered Entity's Privacy Officer and only to the extent permitted by 45 CFR § 164.502(a)(5), which relates to the prohibition on the sale of electronic health records and PHI.
- m. Conditions on Certain Marketing and Fundraising Contacts. Business Associate shall not use or disclose PHI for marketing or fundraising without consent of Covered Entity and only to the extent permitted by 45 CFR §§ 164.508(a)(3) and 164.514(f).
- n. Business Associate's Obligations Related to Breach of Unsecured PHI.
  - (i) For purposes of this Section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. § 164.402.
  - (ii) Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made as soon as reasonably practicable after discovering the Breach, but no later than five (5) calendar days after its discovery.
  - (iii) Business Associate's notice shall include, to the extent possible, the identification of each Individual who's Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach; a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information requested by Covered Entity related to the Breach. Business Associate shall promptly supplement such notice with additional information as it becomes available, even if such information becomes available after Individuals have been notified of the Breach.
  - (iv) Business Associate agrees to cooperate with Covered Entity in the investigation of a Breach of Unsecured PHI and to cooperate with and participate in, to the extent requested by Covered Entity, the notification of Individuals, the media, and the Secretary of any Breach of Unsecured PHI.

- (v) In the event that: (i) a Breach of Unsecured PHI occurs because of the action or inaction of Business Associate, its employees, agents, representatives, or subcontractors; or (ii) a Breach occurs involving Unsecured PHI in Business Associate's possession, or PHI accessed, created, maintained, transmitted, or received by Business Associate or its employees, agents, representatives, or subcontractors, Business Associate agrees that Covered Entity may, in its sole discretion, require Business Associate to provide such notification as may be required of Covered Entity by 45 CFR §§164.404, 164.406, and 164.408. Covered Entity shall have the right to review, direct, and approve or reject the contents or manner of such notification.

### 3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. Business Associate may use or disclose PHI as required by law.
- b. All uses and disclosures of PHI must comply with the Minimum Necessary requirements under the Privacy Rule as well as any additional guidance or regulations issued by the Department of Health and Human Services. The Party disclosing PHI shall be responsible for determining what constitutes the Minimum Necessary to accomplish the intended purpose of the disclosure in accordance with this Agreement and applicable laws and regulations. Until the effective date of further guidance or regulations issued on the meaning of Minimum Necessary, Business Associate may use a Limited Data Set when using, disclosing, and requesting PHI, to the extent practicable. If using a Limited Data Set is not practicable, any use, disclosure, or request of PHI must be limited to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request. After the effective date of subsequent implementing guidance and/or regulations on the meaning of Minimum Necessary, Business Associate shall comply with such guidance or regulations.
- c. Specific Use and Disclosure.
  - (i) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
  - (ii) Business Associate may use PHI to report violations of law to appropriate state and federal authorities, to the extent permitted or required by 45 CFR § 164.502(j)(1) and state law.
  - (iii) With the consent from the Covered Entity and subject to any agreed upon financial or other arrangements, Business Associate may de-identify PHI in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified in compliance with this Agreement will no longer be subject to the terms of this Agreement.

### 4. OBLIGATIONS OF COVERED ENTITY

- a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity. If requested or approved by Covered Entity, Business Associate may use or disclose PHI for data aggregation or management and administrative activities of Business Associate.

## 5. TERM AND TERMINATION

- a. Term. This Agreement will be effective upon execution by the Parties and shall remain in effect for the duration of the relationship, functions or services giving rise to the necessity of a Business Associate Agreement, and until all of the PHI provided by the Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. Termination.
  - (i) Termination Resulting from the End of Relationship, Functions or Services. Except as otherwise stated herein, this Agreement shall terminate in the event that the underlying relationship, functions, or services that give rise to the necessity of a Business Associate Agreement terminate for any reason.
  - (ii) Termination for Cause. Upon either Party's knowledge of material breach by the other Party, the non-breaching Party will have the right to immediately terminate this Agreement and any underlying agreement. Notwithstanding the above, the non-breaching party may, but is not requirement to, provide an opportunity for the breaching party to cure or end the violation, and if the breaching Party does not cure the breach or end the violation within the time specified by the non-breaching Party, the non-breaching Party shall terminate this Agreement and any underlying agreement or agreements.
  - (iii) Effect of Termination/Return or Destruction of PHI. Business Associate agrees that at the termination of this Agreement, or at any time requested by Covered Entity, Business Associate will return or destroy all PHI received from, or created or received by Business Associate on behalf of the Covered Entity that the Business Associate (or its agent or subcontractor) still maintains in any form and retain no copies of such information, including PHI that is in the possession of subcontractors or agents of Business Associate. For any PHI where return or destruction is not feasible, Business Associate will notify Covered Entity that return or destruction is infeasible. Any PHI Business Associate continues to retain after termination of this Agreement must be retained in accordance with this Agreement but it will limit further uses and disclosure to those purposes that make

the return or destruction of the PHI infeasible. Business Associate and its agents and subcontractors 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 and/or its agents and subcontractors maintain such PHI.

6. INDEMNITY.

To the fullest extent permitted by law, Business Associate will defend, indemnify, and hold harmless Meijer, Inc., Meijer Great Lakes Limited Partnership, Meijer Stores Limited Partnership and their parent, subsidiary and affiliated entities, and their respective officers, directors, shareholders, partners, employees, and agents (hereafter collectively “Related Parties”) from and against any and all liability, loss, claims, demands, suits, costs, fees, criminal and civil penalties, and expenses (including reasonable actual fees and expenses of attorneys and expert witnesses), including, but not limited to, those actually or allegedly arising out of the bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the Covered Entity or its Related Parties allegedly or actually arising out of or resulting from (i) Business Associate’s breach of this Agreement; or (ii) the negligent act or omission of Business Associate or any agent, employee or contractor of Business Associate in the receipt use, obtaining, maintaining, transmitting, accessing, or creating PHI. The foregoing indemnity from Business Associate will include claims of Business Associate’s employees, agents and contractors (including claims arising from the presence of such persons on or about Covered Entity’s premises) and claims alleging or involving joint, concurrent or comparative negligence, but such indemnity will not extend to liability resulting from the sole negligence of Covered Entity or its Related Parties. This indemnity obligation is not subject to any limitation or exclusion of damages provision set forth in this Agreement or any underlying agreement between the Parties.

7. INSURANCE.

Business Associate will, at its sole expense, maintain in full force and effect, throughout the term of this Agreement, (a) a comprehensive general liability insurance policy, including contractual liability coverage and such other insurance as may protect it from claims which may arise out of or result from this Agreement with limits of not less than Three Million Dollars (\$3,000,000) per occurrence, and (b) a cyber-risk policy with limits of not less than Three Million Dollars (\$3,000,000) per occurrence. The policies must be an “occurrence” policy and not a “claims made” policy. Meijer, Inc., and affiliates will be named as additional insureds on the general liability insurance policy. The additional insured endorsement must extend coverage to the contractual liability and completed operations coverage. A copy of the additional insured endorsement is required. Evidence of all insurance required must be promptly sent to Covered Entity’s insurance consultant at [meijercerts@vanwykcorp.com](mailto:meijercerts@vanwykcorp.com). Insurance policies must afford primary coverage and contain a provision that coverages afforded may not be modified or canceled until at least 30 days’ prior written notice to Covered Entity’s insurance consultant at [meijercerts@vanwykcorp.com](mailto:meijercerts@vanwykcorp.com). All required insurance policies must be underwritten by an insurance carrier with an A.M. Best rating of “A-” or better.

8. MISCELLANEOUS

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, or ARRA, or any other reference to a law or regulation, means the section or law as in effect as of the date of this Agreement or as subsequently amended.



- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and ARRA.
- c. Survival. The obligations of Business Associate in Sections 5 and 6 will survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits compliance with the Privacy Rule, the Security Rule, and ARRA.
- e. Other Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of an underlying agreement or agreements under which Covered Entity discloses PHI to Business Associate, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such underlying agreement or agreements between the Parties.
- f. Governing Law; Jurisdiction; Venue; Jury Waiver. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan (without regard to conflicts of laws rules), except to the extent superseded or preempted by federal law. Any legal action between the Covered Entity and Business Associate arising out of this Agreement will be conducted only in courts seated in Kent County, Michigan. The parties consent to the jurisdiction and venue of such courts, expressly and irrevocably waiving any claim or defense in any such proceeding based on any alleged lack of personal jurisdiction, forum non conveniens, or similar basis. Each of the parties waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort or otherwise, between or among any of the parties arising out of, connected with, related to or incidental to this Agreement. Instead, any disputes resolved in court will be resolved in a bench trial without a jury.
- g. Notices. Notices given pursuant to this Agreement must be in writing and will be effective immediately upon personal delivery or receipt of facsimile transmission, hand, messenger or overnight courier service, with receipt verified or proof of delivery or seventy-two (72) hours following deposit in certified U.S. mail, postage prepaid, return receipt requested. Notices must be sent to a party at its respective address first stated above. Copies of all notices to Covered Entity must also be sent to [contractreview@meijer.com](mailto:contractreview@meijer.com) and [privacyofficer@meijer.com](mailto:privacyofficer@meijer.com).
- h. Independent Contractor. The relationship between Covered Entity and Business Associate is that of an independent contractor. Neither the execution of this Agreement or the Services Agreement, nor the business relationship between Covered Entity and Business Associate in any way or for any purpose causes Covered Entity to become a partner of Business Associate, or Covered Entity and Business Associate to be a joint venture or a member of a joint enterprise. Covered Entity is not the employer of any of Business Associate's or any Subcontractors' employees and Business Associate agrees to indemnify, defend and hold harmless Covered Entity for any claims brought by any such employees against Covered Entity or as a result of the acts or omissions of such employees. Business Associate will have no authority to bind or commit Covered Entity to any obligation with any third party and shall not in any way or for any purpose be considered an agent of Covered Entity.
- i. Prior Business Associate Agreements. Consistent with Section 8(e), this Agreement shall

supersede any and all prior business associate agreement(s), or terms of other agreements addressing the privacy and security of PHI, between the Parties.

- j. Modification of Agreement. No alteration, amendment or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized corporate officers or agents, as of the Effective Date first written above.

**Business Associate**

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

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

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

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

**Covered Entity**

**Meijer, Inc.**

**Meijer Great Lakes Limited Partnership**

By: Meijer Group, Inc., its General Partner

**Meijer Stores Lakes Limited Partnership**

By: Meijer Group, Inc., its General Partner

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

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

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

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

**Town Total Health, LLC**

**Aureus Health Services, LLC**

**RxBiotech Pharmacy, LLC**

**Beverly Sinai Medical Pharmacy, Inc.**

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

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

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

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