SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
February 13, 2024

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval of the following contracts/agreements for the 2023-2024 school year: (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2024-79	Athletic Training and Service Agreement between Suwannee County School Board and the University of Florida Board of Trustees (Note: This is an amendment to Contract #2024-70, which was previously Board approved on December 12, 2023.) (*New*) **(pgs. 2-29)**
#2024-80	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and H2 Holdco Inc. for athletic training services (*Renewal/Revised*) **(pgs. 30-60)**
#2024-81	Amendment to the Master Services Agreement between Navigate Wellness, LLC, d/b/a Navigate Wellbeing Solutions ("Navigate Wellness") and the Suwannee County School District (Note: This is an amendment of the Master Services Agreement previously approved by CFO on April 26, 2021.) (*Renewal/Revised*) **(pgs. 61-118)**

2. Expulsion

   a. **Case #2324-08**: Expulsion of the student through the remainder of the 2023-2024 school year and all of the 2024-2025 school year. (*Final Action*)

3. Human Resources Transactions **(pgs. 119-122)**

Adjourn

ATHLETIC TRAINING AND SERVICE AGREEMENT BETWEEN SUWANNEE COUNTY SCHOOL BOARD AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

THIS AGREEMENT is entered into and made effective the 13th day of February, 2024, by and between the **SUWANNEE COUNTY SCHOOL BOARD,** located at 1740 Ohio Ave. S., Live Oak, Florida 32064 ("School Board") and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ("University"), for the benefit of the UNIVERSITY OF FLORIDA COLLEGE OF MEDICINE, DEPARTMENT OF ORTHOPAEDIC SURGERY AND SPORTS MEDICINE.**

WITNESSETH:

WHEREAS, in support of its educational programs and its service mission, University enters into agreements pursuant to which it provides athletic trainer services, through its University-employed professionals;

WHEREAS, the School Board has the need for Board Certified Athletic Trainers ("AT") to provide services for the Suwannee County Public Schools, specifically at the School Board's high schools (as specified in Exhibit A; collectively the "Schools") for the 2023-2024 school year;

WHEREAS, the educational programs of University will be enhanced because of opportunities for faculty, residents, fellows, and students to participate in educational, clinical, and administrative responsibilities through the cooperative efforts of School Board and University; and

WHEREAS, Under Article IX, § 7 (a) of the Florida Constitution, University's purpose or "mission" is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state's citizens, and the provision of University's services within the scope of the arrangement described hereunder operates to further these important goals by providing a public service to the School Board and local children and families by providing access to board certified Athletic Trainers for students enrolled in the county's high school.

NOW THEREFORE, the parties agree:

1. Pursuant to this Agreement, University will provide AT services its Schools, beginning on February 13, 2024 and continuing through June 30, 2024. University will assign to each School one AT to provide at least twenty (20) hours per week of AT Services.

2. The overall goal of the ATs providing University AT Services, is to help plan, organize, coordinate, and supervise the sports medicine program for all sports within the athletic program at the respective schools. To assure consistency in the athletic programs of the Suwannee County schools, the School Board will require each school, regardless of whether the school has been designated to receive Services, to follow and adhere to athletic programs

policies and procedures established by UF Health Orthopaedics.

3.

a. The University agrees to provide the Services herein described at a rate of forty dollars ($40.00) per hour for the high schools specified in **Exhibit A** which will be payable by the School Board within 15 days after receipt of a monthly invoice from University. Payments will commence on January 15, 2024 and continue until June 30, 2024. Funding will be used to cover in full, or a portion of, the AT's stipend, tuition, and services for providing athletic training services for the Provider. All payments are due on the fifteenth day of the month (beginning January 14, 2024).

b. In addition, School Board will reimburse University for all AT round trip mileage expenses at the maximum federal prescribed rate per mile, currently $0.655 per mile. University will invoice Board separately every three (3) months for mileage expenses incurred during the preceding three months. School Board will pay each invoice within 15 days of receipt.

c. For any AT Services that are requested by School Board and provided by University that are in addition to services detailed in Exhibit A or Section 3.e., School Board will reimburse University for such AT Services at the rate of $40.00 per hour. University will invoice School Board at the end of each month in which University provided such additional services.

d. Further, School Board will provide, at its sole cost, all athletic training supplies, and will ensure that reasonable and adequate supplies and equipment will be available onsite at each respective school.

e. After consulting with University, School Board may designate, in writing, additional schools after its initial designation. School Board will include the number of hours per week of AT Services required at each additional school in its designation. Each designation after the initial designation must be signed by both parties to take effect and will be appended to and made part of this Agreement as a new exhibit. School Board initial designation of high schools to receive services is attached hereto as **Exhibit A** and made a part hereof (Our original designation was incorrect. We only wish to designate services for Branford High School). For each additional school designated by School Board, University will assign to school one of its University-employed ATs to provide Services for the requested number of hours per week. The fee for the additional AT(s) for the 2023-24 school year will be calculated based on a rate of $40.00 per hour. If an athletic trainer position within the Suwannee County Public Schools is vacant at the time this Agreement is executed or becomes vacant during the School Year, the School Board agrees that such vacancy will be filled through the Services provided under this Agreement and that University may hire and employ any such athletic trainer.

f. All payments will be made pursuant to the "Local Government Prompt Payment Act," Chapter 218, Fla. Stat. (2022). Checks for Services rendered pursuant to this Agreement, and travel expenses incurred will be made payable to Florida Clinical Practice Association, Inc., and mailed to the attention of UF Health Orthopaedics and Rehabilitation, c/o to Annie

Guillarmod, P.O. BOX 112727, Gainesville, Florida, 32611.

Invoices for travel reimbursement or additional AT Services will be sent to:
Suwannee County School Board
1740 Ohio Ave. S.
Live Oak, Florida 32064

Checks will be made payable and mailed to:
Florida Clinical Practice Association, Inc.
Attn: Annie Guillarmod
Department of Orthopaedic Surgery and Sports Medicine
PO Box 112727
Gainesville, FL 32611-2727

4. The AT's first responsibility, shared with parents, Supervising Physician, and coach, is the welfare, safety, and physical condition of all athletes. The AT will:

a. Maintain athletic training room facilities.

b. Develop a budget for medical supplies and equipment to be submitted to the athletic director yearly or on request, so that appropriate injury protection and management will be possible.

c. Participate in the evaluation and treatment of minor injuries.

d. Participate in the application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries.

e. Offer preventative taping of athletes, as needed.

f. Provide recommendation for exercise or other physical measures for minor injuries under the directions, supervision, and review of a physician.

g. Provide the appropriate procedures for the prevention, assessment, treatment and rehabilitation of athletic injuries within their scope of practice and under protocols established by the AT's supervising physician ("Supervising Physician"), a licensed Doctor of Medicine or Osteopathic Medicine and in accordance with Section 468.713, Fla. Stat. and Fla. Admin. Code R. 64B33-4.001. For all purposes herein, the Supervising Physician will be an employee of the University of Florida-College of Medicine.

h. Maintain records on all athletes and submit a summary report at the end of the year, and comply with applicable state and federal laws and regulations governing such records and as well as School Board policy governing student records and reports. With respect to the use and maintenance of student information, the parties to comply with the requirements of 34 C.F.R. 99.33(a) governing the use and redisclosure of student information, and will not make available or distribute any student information in violation of the Federal Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA"), 20 USC 1232 g.

i. Coordinate physicals with the Supervising Physician or appropriately licensed designee of the Supervising Physician, for all athletes.

j. Monitor records to assure all athletes comply with the school's insurance coverage and program.

k. Maintain current inventory records of athletic training room supplies and equipment.

l. Accompany competitive teams to selected school-scheduled events. The ATs are expected to travel to and work at away games designated by School Board's athletic director, including any state and national tournaments. Approved travel by the ATs will be paid for by the School Board to University.

m. When scheduling conflicts arise, the higher risk sport or contact sports will be given priority. In no event will the AT transport students in any motor vehicle.

n. Carry out assigned duties related to all sports.

o. Conduct clinics for the coaching staff on the management and treatment of athletic injuries.

p. Conduct himself/herself at all times in a manner that will set a good example for young men and women to follow, on and off the field.

The School Board will allow the AT, under the direction of the College of Medicine's Supervising Physician, to participate in the preceding activities and will permit the AT to use its facilities and amenities as necessary to complete these activities and responsibilities. University will provide the AT with a copy of the current Policy and Procedure Manual for Athletic Trainers.

5. The University has reviewed and is familiar with the confidentiality requirements imposed by the Federal and State law and School Board policy on student records and agrees to notify its AT employees of these confidentiality requirements and to strictly enforce compliance with these requirements. Notwithstanding the foregoing, School Board or University will have

the right to terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by University or School Board in conjunction with this Agreement, unless otherwise provided by law.

6. The School Board's Director of Curriculum and Instruction or his/her designees will coordinate with the University to schedule for the AT services to be rendered, such schedule to be mutually acceptable to the University, to the Athletic Director, and to the High School principal.

7. The University represents to the School Board that it will withhold, or arrange for the withholding of, income tax and social security tax for its employee ATs and will maintain, or arrange for the provision of worker's compensation insurance for its ATs. The University understands that its ATs will not participate in any of the School Board's employee benefits.

8. Nothing in this agreement will constitute or be construed to be or to create a joint venture or partnership between University and the School Board. Nothing herein will be construed as giving the School Board the right to control the professional judgment of the University, its employees or agents, and the University will at all times act as an independent contractor. The University has agreed to make personnel who are qualified as described herein available to the School Board to provide the services previously described. The University covenants and agrees that it will, in consultation with the College of Medicine's Supervising Physician, instruct and supervise its ATs to (i) use diligent efforts and professional skills and judgment, (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the profession, and (iii) conduct himself or herself in manner consistent with the policies and rules and regulations of School Board. In the event that any AT assigned hereunder fails to meet these requirements, the University will immediately remove that AT from providing Services to the School Board.

9. The School Board acknowledges and agrees that it will not exercise control or direction over the means, methods, or manner by which the University assigned ATs exercise professional judgment in the provision of professional services as set forth herein. The ATs will at all times be under the direction, supervision, and control of University College of Medicine-employed Supervising Physician. The ATs will at all times act in accordance with the terms of the statutorily prescribed protocol, in accordance with and under the supervision and control of the designated Supervising Physician. The University is solely responsible for the activities of University assigned ATs pursuant to this Agreement. The University is solely responsible for ensuring the proper execution and completion of University's duties, as performed through the assigned AT. If a specific plan of care for an athlete is prescribed by a community physician and such care plan is consistent with the statutorily prescribed protocol then, in the sole discretion of the designated Supervising Physician, the Supervising Physician may instruct the AT assigned to the athlete's school to provide services consistent with the community physician prescribed care plan for such athlete. At all times, however, the assigned AT will continue to be under the supervision, direction, and control of the designated Supervising Physician.

10. To the extent that the State of Florida, on behalf of the Board of Governors, Board of Trustees, and University, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Fla. Stat. , University is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars ($200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars ($300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Fla. Stat. Personnel and agents of University are not individually subject to actions arising from their state functions. Any damages allocated against the University as prescribed by Section 766.112, Fla. Stat., are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the University in professional liability actions. The sole remedy available to a claimant to collect damages allocated to University is as prescribed by Section 768.28, Fla. Stat. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

11. This is an agreement for professional and specialized services and will not be assigned by the University or by the School Board in any manner or by operation of law.

12. All title to supplies, student records, and student information will remain the sole property of the School Board. Notwithstanding the foregoing, medical records for medical services rendered by University that are captured and retained in University's electronic medical record shall at all times be maintained, retained, and owned by University. Such medical records will be subject to the Health Insurance Portability and Accountability Act ("HIPAA").

13. Either party may terminate this agreement:

a. After giving thirty (30) days prior written notice to the other party of its intention to terminate without cause.

b. Upon ten (10) days written notice to the other party if the other party fails after fifteen (15) days written notice of default or failure to comply to provide the professional services required to be provided under this agreement or fails to comply with any other provision of this agreement.

c. In the event that this Agreement is terminated prior to the completion of the 2023-2024 School Year, the School Board will pay the agreed upon fee for any additional service or school designated by School Board in accordance with this Agreement, and total unpaid Service hours provided through the date of termination.

14. The University certifies that all ATs who participate in this program will have the following minimum qualifications:

a. Have a Baccalaureate degree.

b. Be Board of Certification certified or certified-eligible.

c. Hold an Athletic Training license or be eligible to obtain an Athletic Training license in the state of Florida.

d. Be enrolled at the University of Florida and/or be employed by or a leased employee of the College of Medicine.

e. If enrolled as a student at the University of Florida, demonstrate academic achievement and be in good standing with the University.

f. The AT(s) have liability insurance as verified by the University's letter.

g. The AT will report on administrative matters to the Athletic Director, or Coach. The AT will report on medical matters to the Supervising Physician.

h. All ATs providing services under this Agreement, whether University employed, or as a University student, will provide such services under the supervision and control of a University College of Medicine- employed faculty physician, and as such are protected against tort claims by University's self-insurance program for its College of Medicine. See the Certificate of Liability Protection (Exhibit 2) for a description of the protection afforded The University of Florida Board of Trustees and its employees and agents.

15. In accordance with Section 1012.465, Fla. Stat., University will ensure that all ATs will be fingerprinted at a location designated by the School Board and undergo level 2 screening as provided in Section 1012.32, Fla. Stat. Associated costs will be borne by the University. No AT who has been convicted of a crime involving moral turpitude, as determined by the School Board, will be allowed to have direct access to students under this Agreement. The University's breach of this provision will constitute a material breach of this Agreement.

If for reasons outside the control of the University and the School Board, the ATs become incapacitated or unavailable, the University agrees to reimburse the School Board on a pro rata time basis for all Service hours paid for but not provided, if any.

16. The administrative staff of the School Board will conduct an evaluation of the AT program based on the performance of the responsibilities as outlined above. Results of the evaluation will be available by the end of the fiscal year.

17. This agreement represents the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

18. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only in writing by making specific reference to this agreement signed by both parties.

19. All notices, requests, consents, and other communications required or permitted under this agreement must be in writing, with written acknowledgement of receipt, and hand delivered by messenger or courier service, faxed, emailed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

SCHOOL BOARD: Ted Roush, Superintendent of Schools
Suwannee County School Board
1740 Ohio Ave. S
Live Oak, FL 32064
Email: ted.roush@suwannee.k12.fl.us

UNIVERSITY: C. Parker Gibbs, M.D., Chair
UF Health Orthopaedic Surgery and Sports Medicine
College of Medicine, University of Florida
Post Office Box 112727
Gainesville, FL 32611-2727
Fax Number: (352) 273-7388

or to such other address as any party may mutually designate by notice complying with the terms of this Agreement. Each such notice will be deemed delivered:

a. On the date delivered if by personal delivery;
b. On the date faxed or emailed, with written acknowledgment, if by facsimile or email, and
c. On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

20. Provisions contained in this agreement, which are contrary to, prohibited by, or invalid under applicable laws or regulations will be deemed omitted from this document and will not invalidate the remaining provisions thereof.

21. Either party may terminate this agreement at any time for refusal by the other party to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement, but subject to any federal or state law, rule, or regulation which may prohibit public access.

22. This agreement and any disputes herein under will be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. University and School Board agree that venue will be in Alachua County, Florida.

23. The parties will comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General or by any other Florida official with proper authority.

24. Nothing in this Agreement should be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights on any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

25. Nothing in this Agreement is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Section 768.28, Florida Statutes. This term survives the termination of all performance or obligations under this Agreement, and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

26. E-verify. In accordance with Executive Order 11-116, UNIVERSITY must utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. UNIVERSITY will also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

27. Neither party will discriminate against any individual on the basis of race, ethnicity, creed, color, religion, age, disability, sex, marital status, national origin, genetic information, political opinions or affiliations, and veteran status.

28. School Board will be responsible for securing any and all permissions and consents for each of its student athletes to participate in athletic events, including prior written parental consent for treatment of minors by and through the assistance of a Supervision Physician, AT, or other University provider if needed in the event of an injury or other medical condition. Written parental consent obtained by School Board shall comply with section 1014.06, Florida Statutes.

29. **Public Records**

A. IF "SCHOOL BOARD" HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO "SCHOOL BOARD'S" DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: THE OFFICE OF MEDIA RELATIONS AND PUBLIC AFFAIRS: 101 TIGERT HALL, 300 SW 13TH STREET, P.O. BOX 113156, GAINESVILLE, FLORIDA, 32611-3156; PHONE: 352-846-3903; FACSIMILE: 352-392-3908, OR EMAIL: pr-request@ufl.edu

B. IF "UNVERSITY" HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO "UNIVERSITY'S" DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: LORIE NORRIS, AT(386-647-4608), lorie.norris@suwannee.K12.fl.us OR IN PERSON AT 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the date first set forth above.

ACCEPTED AND APPROVED:

SUWANNEE COUNTY SCHOOL BOARD

By:_____
Jerry Taylor,
Board Chairman

Date: _____

By: _____
Ted L. Roush,
Superintendent of Schools

Date: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ACCEPTED AND APPROVED:

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES for the benefit of the COLLEGE OF MEDICINE

By:_____
for Colleen G. Koch, M.D., MS, MBA.
Dean, College of Medicine

Date:_____

ACKNOWLEDGING SIGNATURES TO ATHLETIC TRAINING AND SERVICE AGREEMENT BETWEEN THE UNIVERSITY OF FLORIDA AND SUWANNEE COUNTY SCHOOL BOARD # 621569

ACKNOWLEDGED:

By: _____
C. Parker Gibbs, M.D. Date
Chair, Department of Orthopaedic Surgery and Sports Medicine

By: _____
David R. Nelson, M.D. Date
Senior Vice President, Health Affairs
University of Florida

EXHIBIT A

Designated Schools	**Minimum Hours Per Week**	**Rate for 2023-2024 School Year**
Branford High School	20	$40.00 per hour

EXHIBIT B

UFHealth
UNIVERSITY OF FLORIDA HEALTH

J. Hillis Miller Health Center Self-Insurance Program
P. O. Box 112735
Gainesville, FL
32611-2735 Tel:
(352) 273-7006
Fax: (352) 273-5424

CERTIFICATE OF LIABILITY PROTECTION
University of Florida College of Medicine

This memorandum provides a summary of the professional and patient general liability protection for claims and actions which arise from the acts or omissions of University of Florida College of Medicine (UFCOM) health care faculty, residents, and employees while acting within the course and scope of their employment, and/or for UFCOM students while in an approved UFCOM course of study or training program. A full description of the terms and conditions of the protections noted herein can be obtained from the administrative office of the University of Florida J. Hillis Miller Health Center Self-Insurance Program (UFSIP), a self-insurance program created pursuant to the authority of section 1004.24, Florida Statutes.

The UFCOM is a component of the University of Florida Board of Trustees (UFBOT). To the extent the State of Florida has partially waived its immunity to tort claims as described in section 768.28, Florida Statutes, the UFBOT is protected for a professional or patient general liability claim or judgment by any one person in a sum not exceeding TWO HUNDRED THOUSAND DOLLARS ($200,000), and for total claims or judgment arising out of the same incident or occurrence in a total amount not exceeding THREE HUNDRED THOUSAND DOLLARS ($300,000), without an annual aggregate, such protection being provided by the UFSIP. Additional protection is provided by the UFSIP for total professional or patient general liability claims or judgment arising out of the same incident or occurrence up to ONE MILLION DOLLARS ($1,000,000), without an annual aggregate and inclusive of the statutory limits described above, for any loss in excess of the statutory limits of liability which is assigned to the UFBOT by action of the Legislature and Governor of the State of Florida.

Individuals and entities protected by the UFSIP who are not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of TWO MILLION DOLLARS ($2,000,000), without an annual aggregate, with such protection being provided by the UFSIP.

Students of the UFCOM, while participating in a pre-approved course of study or training program, and when not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of ONE MILLION DOLLARS ($1,000,000), without an annual aggregate, with such protection being provided by the UFSIP.

All liability protection described herein will respond to any claim or action arising from negligent acts or omissions on an OCCURRENCE basis, subject to applicable statutes of limitation and repose.

Professional liability actions filed against the UFBOT pursuant to section 768.28, Florida Statutes, are subject to

section 766.112(2), Florida Statutes, which provides that any judgment against the UFBOT for medical malpractice actions shall be on the basis of the UFBOT's comparative fault and not on the basis of the doctrine of joint and several liability and that the sole remedy available to a claimant to collect damages allocated to the UFBOT shall be pursuant to section 768.28, Florida Statutes.

This Certificate of Liability Protection does not amend, alter, or modify the protection afforded by the UFSIP and is not fully descriptive of all conditions and restrictions. Further, the UFSIP is prohibited from adding as "insureds" or "protected entities" any individual or entity not described in section 1004.24, Florida Statutes, or other statute specifically authorizing their protection, nor can their protection be contractually extended to non-insureds or non-protected entities through indemnity or save-and-hold-harmless or similar agreements.

Certificate Coverage Period: July 1, 2023 12:01 a.m. to July 1, 2024 12:01 a.m. (Named Insured Local Standard Time)

Lynette M. Belforti
Operations and Underwriting
Officer February 7, 2023

An Equal Opportunity Institution

INFO ONLY

SCSB 2024-79 (NEW)
(Amendment to SCSB 2024-70 previously approved on 12/12/2023)

ATHLETIC TRAINING AND SERVICE AGREEMENT
BETWEEN
SUWANNEE COUNTY SCHOOL BOARD
AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

THIS AGREEMENT is entered into and made effective the 13th~~12th~~ day of February~~January~~, 2024, by and between the **SUWANNEE COUNTY SCHOOL BOARD,** located at 1740 Ohio Ave. S., Live Oak, Florida 32064 ("School Board") and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ("University"), for the benefit of the UNIVERSITY OF FLORIDA COLLEGE OF MEDICINE, DEPARTMENT OF ORTHOPAEDIC SURGERY AND SPORTS MEDICINE.**

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WHEREAS, Under Article IX, § 7 (a) of the Florida Constitution, University's purpose or "mission" is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state's citizens, and the provision of University's services within the scope of the arrangement described hereunder operates to further these important goals by providing a public service to the School Board and local children and families by providing access to board certified Athletic Trainers for students enrolled in the county's high school.

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school has been designated to receive Services, to follow and adhere to athletic programs policies and procedures established by UF Health Orthopaedics.

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c. For any AT Services that are requested by School Board and provided by University that are in addition to services detailed in Exhibit A or Section 3.e., School Board will reimburse University for such AT Services at the rate of $40.00 per hour. University will invoice School Board at the end of each month in which University provided such additional services.

d. Further, School Board will provide, at its sole cost, all athletic training supplies, and will ensure that reasonable and adequate supplies and equipment will be available onsite at each respective school.

e. After consulting with University, School Board may designate, in writing, additional schools after its initial designation. School Board will include the number of hours per week of AT Services required at each additional school in its designation. Each designation after the initial designation must be signed by both parties to take effect and will be appended to and made part of this Agreement as a new exhibit. School Board initial designation of high schools to receive services is attached hereto as **Exhibit A** and made a part hereof (Our original designation was incorrect. We only wish to designate services for Branford High School). For each additional school designated by School Board, University will assign to school one of its University-employed ATs to provide Services for the requested number of hours per week. The fee for the additional AT(s) for the 2023-24 school year will be calculated based on a rate of $40.00 per hour. If an athletic trainer position within the Suwannee County Public Schools is vacant at the time this Agreement is executed or becomes vacant during the School Year, the School Board agrees that such vacancy will be filled through the Services provided under this Agreement and that University may hire and employ any such athletic trainer.

f. All payments will be made pursuant to the "Local Government Prompt Payment Act," Chapter 218, Fla. Stat. (2022). Checks for Services rendered pursuant to this Agreement, and travel expenses incurred will be made payable to Florida Clinical Practice Association, Inc.,

and mailed to the attention of UF Health Orthopaedics and Rehabilitation, c/o to Annie Guillarmod, P.O. BOX 112727, Gainesville, Florida, 32611.

Invoices for travel reimbursement or additional AT Services will be sent to:
Suwannee County School Board
1740 Ohio Ave. S.
Live Oak, Florida 32064

Checks will be made payable and mailed to:
Florida Clinical Practice Association, Inc.
Attn: Annie Guillarmod
Department of Orthopaedic Surgery and Sports Medicine
PO Box 112727
Gainesville, FL 32611-2727

4. The AT's first responsibility, shared with parents, Supervising Physician, and coach, is the welfare, safety, and physical condition of all athletes. The AT will:

a. Maintain athletic training room facilities.

b. Develop a budget for medical supplies and equipment to be submitted to the athletic director yearly or on request, so that appropriate injury protection and management will be possible.

c. Participate in the evaluation and treatment of minor injuries.

d. Participate in the application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries.

e. Offer preventative taping of athletes, as needed.

f. Provide recommendation for exercise or other physical measures for minor injuries under the directions, supervision, and review of a physician.

g. Provide the appropriate procedures for the prevention, assessment, treatment and rehabilitation of athletic injuries within their scope of practice and under protocols established by the AT's supervising physician ("Supervising Physician"), a licensed Doctor of Medicine or Osteopathic Medicine and in accordance with Section 468.713, Fla. Stat. and Fla. Admin. Code R. 64B33-4.001. For all purposes herein, the Supervising Physician will be an employee of the University of Florida-College of Medicine.

h. Maintain records on all athletes and submit a summary report at the end of the year, and comply with applicable state and federal laws and regulations governing such records and as well as School Board policy governing student records and reports. With respect to the use and maintenance of student information, the parties to comply with the requirements of 34 C.F.R. 99.33(a) governing the use and redisclosure of student information, and will not make available or distribute any student information in violation of the Federal Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA"), 20 USC 1232 g.

i. Coordinate physicals with the Supervising Physician or appropriately licensed designee of the Supervising Physician, for all athletes.

j. Monitor records to assure all athletes comply with the school's insurance coverage and program.

k. Maintain current inventory records of athletic training room supplies and equipment.

l. Accompany competitive teams to selected school-scheduled events. The ATs are expected to travel to and work at away games designated by School Board's athletic director, including any state and national tournaments. Approved travel by the ATs will be paid for by the School Board to University.

m. When scheduling conflicts arise, the higher risk sport or contact sports will be given priority. In no event will the AT transport students in any motor vehicle.

n. Carry out assigned duties related to all sports.

o. Conduct clinics for the coaching staff on the management and treatment of athletic injuries.

p. Conduct himself/herself at all times in a manner that will set a good example for young men and women to follow, on and off the field.

The School Board will allow the AT, under the direction of the College of Medicine's Supervising Physician, to participate in the preceding activities and will permit the AT to use its facilities and amenities as necessary to complete these activities and responsibilities. University will provide the AT with a copy of the current Policy and Procedure Manual for Athletic Trainers.

5. The University has reviewed and is familiar with the confidentiality requirements imposed by the Federal and State law and School Board policy on student records and agrees to notify its AT employees of these confidentiality requirements and to strictly enforce compliance with these requirements. Notwithstanding the foregoing, School Board or University will have

the right to terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by University or School Board in conjunction with this Agreement, unless otherwise provided by law.

6. The School Board's Director of Curriculum and Instruction or his/her designees will coordinate with the University to schedule for the AT services to be rendered, such schedule to be mutually acceptable to the University, to the Athletic Director, and to the High School principal.

7. The University represents to the School Board that it will withhold, or arrange for the withholding of, income tax and social security tax for its employee ATs and will maintain, or arrange for the provision of worker's compensation insurance for its ATs. The University understands that its ATs will not participate in any of the School Board's employee benefits.

8. Nothing in this agreement will constitute or be construed to be or to create a joint venture or partnership between University and the School Board. Nothing herein will be construed as giving the School Board the right to control the professional judgment of the University, its employees or agents, and the University will at all times act as an independent contractor. The University bas agreed to make personnel who are qualified as described herein available to the School Board to provide the services previously described. The University covenants and agrees that it will, in consultation with the College of Medicine's Supervising Physician, instruct and supervise its ATs to (i) use diligent efforts and professional skills and judgment, (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the profession, and (iii) conduct himself or herself in manner consistent with the policies and rules and regulations of School Board. In the event that any AT assigned hereunder fails to meet these requirements, the University will immediately remove that AT from providing Services to the School Board.

9. The School Board acknowledges and agrees that it will not exercise control or direction over the means, methods, or manner by which the University assigned ATs exercise professional judgment in the provision of professional services as set forth herein. The ATs will at all times be under the direction, supervision, and control of University College of Medicine-employed Supervising Physician. The ATs will at all times act in accordance with the terms of the statutorily prescribed protocol, in accordance with and under the supervision and control of the designated Supervising Physician. The University is solely responsible for the activities of University assigned ATs pursuant to this Agreement. The University is solely responsible for ensuring the proper execution and completion of University's duties, as performed througb the assigned AT. If a specific plan of care for an athlete is prescribed by a community physician and such care plan is consistent with the statutorily prescribed protocol then, in the sole discretion of the designated Supervising Physician, the Supervising Physician may instruct the AT assigned to the athlete's school to provide services consistent with the community physician prescribed care plan for such athlete. At all times, however, the assigned AT will continue to be under the supervision, direction, and control of the designated Supervising Physician.

10. To the extent that the State of Florida, on behalf of the Board of Governors, Board of Trustees, and University, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Fla. Stat. , University is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars ($200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars ($300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Fla. Stat. Personnel and agents of University are not individually subject to actions arising from their state functions. Any damages allocated against the University as prescribed by Section 766.112, Fla. Stat., are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the University in professional liability actions. The sole remedy available to a claimant to collect damages allocated to University is as prescribed by Section 768.28, Fla. Stat. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

11. This is an agreement for professional and specialized services and will not be assigned by the University or by the School Board in any manner or by operation of law.

12. All title to supplies, student records, and student information will remain the sole property of the School Board. Notwithstanding the foregoing, medical records for medical services rendered by University that are captured and retained in University's electronic medical record shall at all times be maintained, retained, and owned by University. Such medical records will be subject to the Health Insurance Portability and Accountability Act ("HIPAA").

13. Either party may terminate this agreement:

a. After giving thirty (30) days prior written notice to the other party of its intention to terminate without cause.

b. Upon ten (10) days written notice to the other party if the other party fails after fifteen (15) days written notice of default or failure to comply to provide the professional services required to be provided under this agreement or fails to comply with any other provision of this agreement.

c. In the event that this Agreement is terminated prior to the completion of the 2023-2024 School Year, the School Board will pay the agreed upon fee for any additional service or school designated by School Board in accordance with this Agreement, and total unpaid Service hours provided through the date of termination.

14. The University certifies that all ATs who participate in this program will have the following minimum qualifications:

a. Have a Baccalaureate degree.

b. Be Board of Certification certified or certified-eligible.

c. Hold an Athletic Training license or be eligible to obtain an Athletic Training license in the state of Florida.

d. Be enrolled at the University of Florida and/or he employed by or a leased employee of the College of Medicine.

e. If enrolled as a student at the University of Florida, demonstrate academic achievement and be in good standing with the University.

f. The AT(s) have liability insurance as verified by the University's letter.

g. The AT will report on administrative matters to the Athletic Director, or Coach. The AT will report on medical matters to the Supervising Physician.

h. All ATs providing services under this Agreement, whether University employed, or as a University student, will provide such services under the supervision and control of a University College of Medicine- employed faculty physician, and as such are protected against tort claims by University's self-insurance program for its College of Medicine. See the Certificate of Liability Protection (Exhibit 2) for a description of the protection afforded The University of Florida Board of Trustees and its employees and agents.

15. In accordance with Section 1012.465, Fla. Stat., University will ensure that all ATs will be fingerprinted at a location designated by the School Board and undergo level 2 screening as provided in Section 1012.32, Fla. Stat. Associated costs will he borne by the University. No AT who has been convicted of a crime involving moral turpitude, as determined by the School Board, will be allowed to have direct access to students under this Agreement. The University's breach of this provision will constitute a material breach of this Agreement.

If for reasons outside the control of the University and the School Board, the ATs become incapacitated or unavailable, the University agrees to reimburse the School Board on a pro rata time basis for all Service hours paid for but not provided, if any.

16. The administrative staff of the School Board will conduct an evaluation of the AT program based on the performance of the responsibilities as outlined above. Results of the evaluation will be available by the end of the fiscal year.

17. This agreement represents the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

18. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only in writing by making specific reference to this agreement signed by both parties.

19. All notices, requests, consents, and other communications required or permitted under this agreement must be in writing, with written acknowledgement of receipt, and hand delivered by messenger or courier service, faxed, emailed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

SCHOOL BOARD: Ted Roush, Superintendent of Schools
Suwannee County School Board
1740 Ohio Ave. S
Live Oak, FL 32064
Email: ted.roush@suwannee.k12.fl.us

UNIVERSITY: C. Parker Gibbs, M.D., Chair
UF Health Orthopaedic Surgery and Sports Medicine
College of Medicine, University of Florida
Post Office Box 112727
Gainesville, FL 32611-2727
Fax Number: (352) 273-7388

or to such other address as any party may mutually designate by notice complying with the terms of this Agreement. Each such notice will be deemed delivered:

a. On the date delivered if by personal delivery;
b. On the date faxed or emailed, with written acknowledgment, if by facsimile or email, and
c. On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

20. Provisions contained in this agreement, which are contrary to, prohibited by, or invalid under applicable laws or regulations will be deemed omitted from this document and will not invalidate the remaining provisions thereof.

21. Either party may terminate this agreement at any time for refusal by the other party to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement, but subject to any federal or state law, rule, or regulation which may prohibit public access.

22. This agreement and any disputes herein under will be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. University and School Board agree that venue will be in Alachua County, Florida.

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23. The parties will comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General or by any other Florida official with proper authority.

24. Nothing in this Agreement should be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights on any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

25. Nothing in this Agreement is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Section 768.28, Florida Statutes. This term survives the termination of all performance or obligations under this Agreement, and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

26. E-verify. In accordance with Executive Order 11-116, UNIVERSITY must utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. UNIVERSITY will also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

27. Neither party will discriminate against any individual on the basis of race, ethnicity, creed, color, religion, age, disability, sex, marital status, national origin, genetic information, political opinions or affiliations, and veteran status.

28. School Board will be responsible for securing any and all permissions and consents for each of its student athletes to participate in athletic events, including prior written parental consent for treatment of minors by and through the assistance of a Supervision Physician, AT, or other University provider if needed in the event of an injury or other medical condition. Written parental consent obtained by School Board shall comply with section 1014.06, Florida Statutes.

29. **Public Records**

A. IF "SCHOOL BOARD" HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO "SCHOOL BOARD'S" DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: THE OFFICE OF MEDIA RELATIONS AND PUBLIC AFFAIRS: 101 TIGERT HALL, 300 SW 13TH STREET, P.O. BOX 113156, GAINESVILLE, FLORIDA, 32611-3156; PHONE: 352-846-3903; FACSIMILE: 352-392-3908, OR EMAIL: pr-request@ufl.edu

B. IF "UNVERSITY" HAS QUESTIONS REGARDING THE

INFO ONLY

SCSB 2024-79 (NEW)
(Amendment to SCSB 2024-70 previously approved on 12/12/2023)

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO "UNIVERSITY'S" DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: LORIE NORRIS, AT(386-647-4608), lorie.norris@suwannee.K12.fl.us OR IN PERSON AT 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the date first set forth above.

ACCEPTED AND APPROVED:

SUWANNEE COUNTY SCHOOL BOARD

By:_____
Jerry Taylor,
Board Chairman

Date:_____

By:_____
Ted L. Roush,
Superintendent of Schools

Date:_____

ACCEPTED AND APPROVED:

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES for the benefit of the COLLEGE OF MEDICINE

By:_____
for Colleen G. Koch, M.D., MS, MBA.
Dean, College of Medicine

Date:_____

621569

INFO ONLY

SCSB 2024-79 (NEW)
(Amendment to SCSB 2024-70 previously approved on 12/12/2023)

ACKNOWLEDGING SIGNATURES TO ATHLETIC TRAINING AND SERVICE AGREEMENT BETWEEN THE UNIVERSITY OF FLORIDA AND SUWANNEE COUNTY SCHOOL BOARD # 621569

ACKNOWLEDGED:

By: _____
C. Parker Gibbs, M.D. Date
Chair, Department of Orthopaedic Surgery and Sports Medicine

By: _____
David R. Nelson, M.D. Date
Senior Vice President, Health Affairs
University of Florida

INFO ONLY

SCSB 2024-79 (NEW)
(Amendment to SCSB 2024-70 previously approved on 12/12/2023)

EXHIBIT A

Designated Schools	Minimum Hours Per Week	Rate for 2023-2024 School Year
Branford High School	20	$40.00 per hour
~~Suwannee High School~~	~~20~~	~~$40.00 per hour~~
~~Suwannee Middle School~~	~~20~~	~~$40.00 per hour~~

Commented [MMS1]: School Board, please confirm schools.

621569

INFO ONLY

SCSB 2024-79 (NEW)
(Amendment to SCSB 2024-70 previously approved on 12/12/2023)

EXHIBIT B

UFHealth
UNIVERSITY OF FLORIDA HEALTH

J. Hillis Miller Health Center Self-Insurance Program
P. O. Box 112735
Gainesville, FL
32611-2735 Tel:
(352) 273-7006
Fax: (352) 273-5424

CERTIFICATE OF LIABILITY PROTECTION
University of Florida College of Medicine

This memorandum provides a summary of the professional and patient general liability protection for claims and actions which arise from the acts or omissions of University of Florida College of Medicine (UFCOM) health care faculty, residents, and employees while acting within the course and scope of their employment, and/or for UFCOM students while in an approved UFCOM course of study or training program. A full description of the terms and conditions of the protections noted herein can be obtained from the administrative office of the University of Florida J. Hillis Miller Health Center Self-Insurance Program (UFSIP), a self-insurance program created pursuant to the authority of section 1004.24, Florida Statutes.

The UFCOM is a component of the University of Florida Board of Trustees (UFBOT). To the extent the State of Florida has partially waived its immunity to tort claims as described in section 768.28, Florida Statutes, the UFBOT is protected for a professional or patient general liability claim or judgment by any one person in a sum not exceeding TWO HUNDRED THOUSAND DOLLARS ($200,000), and for total claims or judgment arising out of the same incident or occurrence in a total amount not exceeding THREE HUNDRED THOUSAND DOLLARS ($300,000), without an annual aggregate, such protection being provided by the UFSIP. Additional protection is provided by the UFSIP for total professional or patient general liability claims or judgment arising out of the same incident or occurrence up to ONE MILLION DOLLARS ($1,000,000), without an annual aggregate and inclusive of the statutory limits described above, for any loss in excess of the statutory limits of liability which is assigned to the UFBOT by action of the Legislature and Governor of the State of Florida.

Individuals and entities protected by the UFSIP who are not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of TWO MILLION DOLLARS ($2,000,000), without an annual aggregate, with such protection being provided by the UFSIP.

Students of the UFCOM, while participating in a pre-approved course of study or training program, and when not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of ONE MILLION DOLLARS ($1,000,000), without an annual aggregate, with such protection being provided by the UFSIP.

All liability protection described herein will respond to any claim or action arising from negligent acts or omissions on an OCCURRENCE basis, subject to applicable statutes of limitation and repose.

Professional liability actions filed against the UFBOT pursuant to section 768.28, Florida Statutes, are subject to

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section 766.112(2), Florida Statutes, which provides that any judgment against the UFBOT for medical malpractice actions shall be on the basis of the UFBOT's comparative fault and not on the basis of the doctrine of joint and several liability and that the sole remedy available to a claimant to collect damages allocated to the UFBOT shall be pursuant to section 768.28, Florida Statutes.

This Certificate of Liability Protection does not amend, alter, or modify the protection afforded by the UFSIP and is not fully descriptive of all conditions and restrictions. Further, the UFSIP is prohibited from adding as "insureds" or "protected entities" any individual or entity not described in section 1004.24, Florida Statutes, or other statute specifically authorizing their protection, nor can their protection be contractually extended to non-insureds or non-protected entities through indemnity or save-and-hold-harmless or similar agreements.

Certificate Coverage Period: July 1, 2023 12:01 a.m. to July 1, 2024 12:01 a.m. (Named Insured Local Standard Time)

Lynette M. Belforti
Operations and Underwriting
Officer February 7, 2023

An Equal Opportunity Institution

621569

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This Agreement is made as of the date of execution by and between the Suwannee County School Board ("SCSB"), and **H2 Holdco Inc.** ("H2H").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, H2H may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage H2H to provide such services for SCSB and H2H is willing to provide such services for SCSB.

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

I. ENGAGEMENT; RESPONSIBILITIES OF H2H

A. SERVICES: SCSB hereby engages H2H to provide educational consulting services for SCSB as requested by SCSB, and H2H hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. H2H shall provide said services through employees and/or independent subH2Hs who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by H2H in connection with the provision of services by H2H hereunder.

B. MANNER OF PERFORMANCE OF H2H'S SERVICES

(i) H2H and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. H2H and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) H2H and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) H2H and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) H2H and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) H2H and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The H2H and staff shall be responsible for payment of H2H and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: H2H shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in SCSB's standard format and shall contain the information reasonably requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

H2H represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. H2H is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the H2H staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. H2H shall perform the services required hereunder in accordance with:
(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB, provided that such policies are furnished to H2H in writing;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS, provided that such materials are furnished to H2H in writing;

D. H2H has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for H2H to perform the services required of H2H under this Agreement; and

E. Each of the H2H staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by H2H in connection with the provision of services under this Agreement; and

F. All H2H staff that are performing services hereunder shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, H2H is acting as an independent contractor, and neither H2H nor any staff shall be or be considered employees of SCSB. Neither H2H nor any H2H staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of H2H's work. It is agreed and acknowledged by the parties that, as an independent contractor, H2H staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way H2H's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. H2H shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all H2H staff. H2H hereby expressly agrees to provide SCSB with proof of payment of such withholding taxes solely in the event such SCSB is requested by federal or State tax authorities in connection with services rendered hereunder. Any such proof will be provided on a confidential basis directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither H2H nor any H2H staff shall be subject to any SCSB policies solely applicable to SCSB's employees.

4. TERM

The initial term of this Agreement shall commence on January 15, 2024, and end on June 30, 2024, unless sooner terminated as provided herein. At the end of such initial term, this Agreement may be renewed for an additional term for the following school year upon the mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, H2H shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit C attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to H2H for any services for which H2H has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

H2H shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be SB's standard format and contain the information, requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which H2H does not provide a proper invoice.

7. CONFIDENTIALITY

H2H recognizes and acknowledges that, by virtue of entering into this Agreement and providing services

hereunder, H2H and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). H2H agrees that neither it nor any H2H staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and H2H and all H2H staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, H2H shall comply with the Health Insurance Portability and Accountability Act. H2H may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, H2H shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to H2H.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by H2H, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the H2H in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor or vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The H2H shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that H2H substituted an unapproved worker for an approved worker, this contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit H2H's documents and records as

they pertain to the services delivered under this Agreement. Such rights will be exercised with notice to H2H to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and H2H in order:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all H2H records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That upon completion or termination of this Agreement and at the request of the District, the H2H will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's records and documents related to the services which it provides under this Agreement, regardless of the form in which kept, at all reasonable times and upon reasonable prior written notice for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

H2H shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of H2H, its agents, officers, or employees in the provision of services or performance of duties by H2H pursuant to this Agreement. SCSB shall hold H2H harmless and indemnify it from and against damages caused solely by SCSB's negligent acts or omissions, up to the limits of liability set forth in Section 768.28, Florida Statutes, specifically $200,000.00 per claimant and $300,000.00 per occurrence.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for thirty (30) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to H2H (such termination to be effective upon H2H's receipt of such notice) upon the occurrence of any of the following events:
   (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by H2H, or of any H2H staff's professional license or certification, in the State of Florida in order to perform the services hereunder, or

   (ii) conduct by H2H or any of H2H's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole but reasonable judgment, be prejudicial to the best interests and welfare of SCSB or its students;

   (iii) breach by H2H or any H2H staff of the confidentiality provisions of Section 7 hereof;

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, before a single arbitrator in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The prevailing party shall have the right to seek an award of its legal fees, costs and expenses.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: Ted L. Roush, Superintendent
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

H2H: Sandra R. Laton ARM
Area Manager
H2 Holdco Inc.
484 Riverside Avenue
Jacksonville, FL 32202

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

H2H shall not assign or transfer, in whole or in part, this Agreement or any of H2H's rights, duties or obligations under this Agreement other than to an affiliate or lawful successor without the prior written consent of SCSB, which shall not be unreasonably withheld or delayed, and any assignment or transfer by H2H without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, H2H assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all H2Hs as set forth in Section 119.0701, Florida Statutes see EXHIBIT D which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024 academic year.

24. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, H2H shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. SubH2Hs
   (i) H2H shall also require all subH2Hs performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SubH2Hs shall provide H2H with an affidavit stating the subH2H does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii)H2H shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. H2H must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of H2H's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. H2H may be liable for all reasonable costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 20__.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairperson Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

H2H

_____ _____
Witness Signature Sandra R. Laxton ARM

_____ H2 HoldCo Inc.
Type or Print Name of Witness

Date _____ Date _____

EXHIBIT A

SERVICES PROVIDED:

SCSB is a school or organization that sponsors athletic programs in which athletes participate; and **H2H** operates a rehabilitation injury management sports medicine program through which participating athletes will receive quality, medically necessary, and rehabilitative care to persons who sustain musculoskeletal injuries, or which make them eligible for medical benefits under applicable laws; and

H2H desires to contract with **SCSB** to provide and arrange for the provision of Athletic Training Services for all athletes participating in **SCSB** athletic programs to eligible claimants of such.

DEFINITIONS

I. *Athletic Training Five Domains of Services* shall include (further defined in Exhibit B):
   a. Injury/illness prevention and wellness protection
   b. Clinical evaluation and diagnosis
   c. Immediate and emergency care
   d. Treatment and rehabilitation
   e. Organizational and professional health and well-being

II. *Sports Medicine Programs*: The purpose of the Sports Medicine Program is to allow for more effective injury management and safe return to participation by providing prompt rehabilitative attention to injuries to athletes. In addition, **H2H** will provide athletes with a referral for appropriate care (i.e. physicians, therapists, etc.), athletic training services and assistance in the development of injury prevention programs.

SCSB and **H2H** mutually agree as follows:

1. **H2H** shall:
   a. Provide a Nationally Certified (ATC) and State Licensed (LAT) Athletic Trainer (s) to the schools to provide Athletic Training Services for games and practices for the period of January 15, 2024 to June 30, 2023, including at: (i) Suwannee High School minimum 20 hours per week; (ii) Suwannee Middle School minimum 10 hours per week.

   b. Provide a direct link between athletic programs: Athletic Trainer (s), team, coaches, doctor, parents in the medical community (i.e. assist with doctor referral and rehabilitative needs to our clinics).

   c. Athletic trainers employed by and providing services for **H2H** are covered with appropriate liability insurance coverage while providing services for **SCSB**.

   d. **H2H** will provide ATC training room services including coordination of preseason physicals, complimentary injury screens, and post-event "bumps/bruises clinics" at our Live Oak clinic location (405 11th Street Ste. 103). These services will be scheduled by appointment only and will be provided at cost to the patient (i.e. insurance or self-pay).

   e. Abide by and follow all requirements imposed upon by **SCSB,** and the Florida High School Athletic Association (FHSAA) relative to approved practices, sanctions, and activities.

f. Concerning the activities under this Agreement **SCSB**, H2H, its employees, agents and assign, shall abide by applicable legal requirements including the confidentiality of student records and identifying information concerning students (F.S. Section 228.093).

2. **SCSB** shall:
   a. Allow **H2H** to display marketing collateral in branding such as banners, flags, and/or tents during coverage. Additionally, broadcast **H2H** as a Sports Medicine Provider through announcements at home and/or through event newsletters.

   b. Allow **H2H** access to pre-season parent meeting dates and times and allow the certified athletic trainer to introduce themselves and the services the company will provide.

   c. Will purchase all medical supplies for the athletic trainer.

   d. Elects to receive monthly invoices after services are rendered. Invoices are expected to be paid in full within 30 days from invoiced date.

3. **SCSB** agrees to defend, indemnify, and hold harmless **H2H**, **H2H** Companies Incorporated's legal representatives, employees, agents, officers, trustees, affiliates, and assigns, and each of them from and against any claim, loss, damage, cost, expense, or liability, including but not limited to attorneys' fees, arising out of or related to or arising from: (i) the performance or nonperformance by **SCSB** of any obligations or services to be performed or provided by **SCSB** under this Agreement; and (ii) its negligent or unlawful acts.

4. This Agreement becomes effective as of the date written below (the "Effective Date") and shall continue thereafter in full force one school year indicated (the "Initial Term"), unless sooner terminated by the only if the services are not rendered and the team terminates within the area. This is an exclusive Agreement for one school year term by both parties. **H2H** has the right of first refusal for additional contract terms for all sports medicine programs for the **SCSB**. **H2H** has the right to terminate if payment is not received within contracted terms. Additional terms for coverage of the team following the expiration of this Agreement grants **H2H** the first right of refusal to continue service provisions for future coverage.

5. Upon any breach hereunder, the party who is not in default shall give written notice to the other party and permit the other party to have thirty (30) days to cure such breach. If the breach is not cured within the thirty (30) day notice period, the parties agree that before any litigation is commenced, they shall mediate the dispute. The mediator shall be mutually agreed upon, and absent agreement, two mediators, one selected by each party, shall agree on a third mediator, and that third mediator shall mediate the dispute until it is resolved, or an impasse is declared.

H2H FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER: _____

IRS Form W-9 on file.

EXHIBIT B

1. **Athletic Training:**
    a. Athletic training encompasses the prevention, examination, diagnosis, treatment, and rehabilitation of emergent, acute or chronic injuries and medical conditions. Athletic training is recognized by the American Medical Association (AMA), Health Resources Services Administration (HRSA) and the Department of Health and Human Services (HHS) as an allied healthcare profession.
    b. ATCs are sometimes confused with Personal Trainers and Physical Therapists. There is, however, a large difference in the education, skillset, job duties, and patients-type of the three professions.
    c. ATs must graduate from an accredited master's (MS) program and are proficient in the following:
        i. Evidence-based practice
        ii. Prevention and health promotion
        iii. Clinical examination and diagnosis
        iv. Acute care of injury and illness
        v. Therapeutic interventions
        vi. Psychosocial strategies and referral
        vii. Health care administration
        viii. Professional development and responsibility
    d. Athletic trainers (ATCs) work under the direction of a physician as prescribed by state licensure statutes and the Board of Certification. They are highly qualified, multi-skilled healthcare professionals who collaborate with physicians to provide these five-practice domains:
        i. Injury/illness prevention and wellness protection
        ii. Clinical evaluation and diagnosis
        iii. Immediate and emergency care
        iv. Treatment and rehabilitation evaluation (this is an injury evaluation; not to be confused with outpatient Physical Therapy)
        v. Organizational and professional health and well-being

2. **Athletic Trainers duties:**
    a. Athletic trainers improve functional outcomes and specialize in patient education to prevent injury and re-injury. Preventative care provided by an athletic trainer has a positive return on investment for employers. (For example, ATs can reduce injury and shorten rehabilitation time for their athletes, which translates to lower absenteeism from work or school and reduced health care costs).
    b. Secondary school ATs provide comprehensive athletic health care services, not just "coverage" at athletic events and practices. Secondary school outcomes will be encompassed in areas that provide the most value to the school and community:
        i. decreased absenteeism
        ii. decreased lost game days
        iii. increased participation in school
        iv. decreased parental concerns
        v. increased student/athlete plan compliance

c. **Medical Services**
   i. Injury Evaluation and Treatment
   ii. Injury Rehabilitation and Reconditioning
   iii. After hours/On-call consultation and injury/illness management

d. **Risk Minimization**
   i. Injury Prevention & Care Policies
   ii. Environmental monitoring
   iii. Emergency Action Plans
   iv. Functional Movement Assessments/Assessment of pre-existing conditions
   v. Review epidemiologic and current evidence-based research for clinical outcomes assessment
   vi. Protective Equipment Selection, Fitting & Use
   vii. First Aid/CPR training
   viii. Infection control
   ix. Facilitate PPEs
   x. Practice/event coverage
   xi. Budget management to provide adequate resources to purchase risk reduction supplies
   xii. Using communication and interpersonal skills to create trust between student-athletes, coaches, administrators, and the athletic training staff

e. **Organizational/Administrative Value**
   i. Injury records
   ii. Credential maintenance
   iii. Pre-participation examination (PPE)
   iv. Sports Medicine Team relations
   v. Emergency Action Plans (EAPs)
   vi. Quality Control
   vii. Education

f. **Cost Containment**
   i. Insurance Premiums
   ii. Workload Management
   iii. Medical Services
   iv. Budget Management
   v. Fund Raising
   vi. Academic Success
   vii. Contracts

g. **AT Influence on Academic Success**
   i. Student Retention/Academic Progress Rate (APR)
   ii. Life Skills
   iii. Conditions Affecting Learning/Psychological issues

EXHIBIT C

FEE SCHEDULE

SCSB shall be responsible for payment of **$35 per hour** per athletic trainer, to **H2H** for a Nationally Certified and State Licensed Athletic Trainer to provide athletic training services for the 2023-2024 school year. Hours may vary dependent on practice and game schedules. **SCSB** has requested a minimum of 50 hours per week for game coverage and/or practice coverage at $35 per hour for a minimum total per week of $1750.00. Payments shall be sent to H2 HoldCo Inc., PO Box 932184 Atlanta, GA 31193-2184. Additional coverage hours (exceeding the initial 50 hours per week requested) may be provided as mutually agreed upon by both **SCSB** and **H2H** at a rate of $35 per hour.

EXHIBIT D

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE H2H HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE H2H'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a H2H as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the H2H does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the H2H or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the H2H of the request, and the H2H must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If H2H does not timely comply with the District's request for records and the appropriate period provided by the District for complying with such request has passed, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A H2H who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

INFO ONLY

SCSB 2024-80 (REVISED/RENEWAL)~~SCSB 2024-45 (RENEWAL)~~
(Replaces SCSB 2024-45, previously approved on 06/29/2023)

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This Agreement is made as of the date of execution by and between the Suwannee County School Board ("SCSB"), and **H2 Holdco Inc.** ("H2H").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, H2H may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage H2H to provide such services for SCSB and H2H is willing to provide such services for SCSB.

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

1. ENGAGEMENT; RESPONSIBILITIES OF H2H

A. SERVICES: SCSB hereby engages H2H to provide educational consulting services for SCSB as requested by SCSB, and H2H hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. H2H shall provide said services through employees and/or independent subH2Hs who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by H2H in connection with the provision of services by H2H hereunder.

B. MANNER OF PERFORMANCE OF H2H'S SERVICES

(i) H2H and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. H2H and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) H2H and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) H2H and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) H2H and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) H2H and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The H2H and staff shall be responsible for payment of H2H and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: H2H shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in SCSB's standard format and shall contain the information reasonably requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

H2H represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. H2H is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the H2H staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. H2H shall perform the services required hereunder in accordance with:
(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB, provided that such policies are furnished to H2H in writing;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS, provided that such materials are furnished to H2H in writing;

D. H2H has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for H2H to perform the services required of H2H under this Agreement; and

E. Each of the H2H staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by H2H in connection with the provision of services under this Agreement; and

F. All H2H staff that are performing services hereunder shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, H2H is acting as an independent contractor, and neither H2H nor any staff shall be or be considered employees of SCSB. Neither H2H nor any H2H staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of H2H's work. It is agreed and acknowledged by the parties that, as an independent contractor, H2H staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way H2H's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. H2H shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all H2H staff. H2H hereby expressly agrees to provide SCSB with proof of payment of such withholding taxes solely in the event such SCSB is requested by federal or State tax authorities in connection with services rendered hereunder. Any such proof will be provided on a confidential basis directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither H2H nor any H2H staff shall be subject to any SCSB policies solely applicable to SCSB's employees.

4. TERM

The initial term of this Agreement shall commence on January 15, 2024~~July 1, 2023~~ and end on June 30, 2024, unless sooner terminated as provided herein. At the end of such initial term, this Agreement may be renewed for an additional term for the following school year upon the mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, H2H shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit C attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to H2H for any services for which H2H has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

H2H shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be SB's standard format and contain the information, requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which H2H does not provide a proper invoice.

7. CONFIDENTIALITY

H2H recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, H2H and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). H2H agrees that neither it nor any H2H staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and H2H and all H2H staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, H2H shall comply with the Health Insurance Portability and Accountability Act. H2H may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, H2H shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to H2H.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by H2H, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the H2H in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor or vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The H2H shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that H2H substituted an unapproved worker for an approved worker, this contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit H2H's documents and records as they pertain to the services delivered under this Agreement. Such rights will be exercised with notice to H2H to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and H2H in order:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all H2H records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That upon completion or termination of this Agreement and at the request of the District, the H2H will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's records and documents related to the services which it provides under this Agreement, regardless of the form in which kept, at all reasonable times and upon reasonable prior written notice for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

H2H shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of H2H, its agents, officers, or employees in the provision of services or performance of duties by H2H pursuant to this Agreement. SCSB shall hold H2H harmless and indemnify it from and against damages caused solely by SCSB's negligent acts or omissions, up to the limits of liability set forth in Section 768.28, Florida Statutes, specifically $200,000.00 per claimant and $300,000.00 per occurrence.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for thirty (30) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to H2H (such termination to be effective upon H2H's receipt of such notice) upon the occurrence of any of the following events:
   (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by H2H, or of any H2H staff's professional license or certification, in the State of Florida in order to perform the services hereunder, or

   (ii) conduct by H2H or any of H2H's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole but reasonable judgment, be prejudicial to the best interests and welfare of SCSB or its students;

   (iii)breach by H2H or any H2H staff of the confidentiality provisions of Section 7 hereof;

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs l(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, before a single arbitrator in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The prevailing party shall have the right to seek an award of its legal fees, costs and expenses.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and

supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: Ted L. Roush, Superintendent
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

H2H: Sandra R. Laton ARM~~Courtnie Breland, MS, ATC~~
Area Manager~~Director of Sports Medicine~~
H2 Holdco Inc.
484 Riverside Avenue
Jacksonville, FL 32202

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

H2H shall not assign or transfer, in whole or in part, this Agreement or any of H2H's rights, duties or obligations under this Agreement other than to an affiliate or lawful successor without the prior written consent of SCSB, which shall not be unreasonably withheld or delayed, and any assignment or transfer by H2H without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, H2H assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all H2Hs as set forth in Section 119.0701, Florida Statutes see EXHIBIT D which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024 academic year.

24. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, H2H shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. SubH2Hs
   (i) H2H shall also require all subH2Hs performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SubH2Hs shall provide H2H with an affidavit stating the subH2H does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii)H2H shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. H2H must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of H2H's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. H2H may be liable for all reasonable costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 20__.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairperson Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

H2H

_____ _____

Witness Signature
~~ATC~~

_____
Type or Print Name of Witness

Date _____

Sandra R. Laxton ARM~~Courtnie Breland, MS,~~

~~Director of Sports Medicine~~

H2 HoldCo Inc.

Date _____

INFO ONLY

SCSB 2024-80 (REVISED/RENEWAL)~~SCSB 2024-45 (RENEWAL)~~
(Replaces SCSB 2024-45, previously approved on 06/29/2023)

EXHIBIT A

SERVICES PROVIDED:

SCSB is a school or organization that sponsors athletic programs in which athletes participate; and **H2H** operates a rehabilitation injury management sports medicine program through which participating athletes will receive quality, medically necessary, and rehabilitative care to persons who sustain musculoskeletal injuries, or which make them eligible for medical benefits under applicable laws; and

H2H desires to contract with **SCSB** to provide and arrange for the provision of Athletic Training Services for all athletes participating in **SCSB** athletic programs to eligible claimants of such.

DEFINITIONS

I. *Athletic Training Five Domains of Services* shall include (further defined in Exhibit B):
   a. Injury/illness prevention and wellness protection
   b. Clinical evaluation and diagnosis
   c. Immediate and emergency care
   d. Treatment and rehabilitation
   e. Organizational and professional health and well-being

II. *Sports Medicine Programs*: The purpose of the Sports Medicine Program is to allow for more effective injury management and safe return to participation by providing prompt rehabilitative attention to injuries to athletes. In addition, **H2H** will provide athletes with a referral for appropriate care (i.e. physicians, therapists, etc.), athletic training services and assistance in the development of injury prevention programs.

SCSB and **H2H** mutually agree as follows:

1. **H2H** shall:
   a. Provide a Nationally Certified (ATC) and State Licensed (LAT) Athletic Trainer (s) to the schools to provide Athletic Training Services for games and practices for the period of January 15, 2024~~July 1, 2022,~~ to June 30, 2023, including at: (i) Suwannee High School minimum 20 hours per week; (ii) Suwannee Middles School~~Branford High School minimum 20 hours per week; and (iii) Suwannee Middle School~~ minimum 10 hours per week.

   b. Provide a direct link between athletic programs: Athletic Trainer (s), team, coaches, doctor, parents in the medical community (i.e. assist with doctor referral and rehabilitative needs to our clinics).

   c. Athletic trainers employed by and providing services for **H2H** are covered with appropriate liability insurance coverage while providing services for **SCSB**.

   d. **H2H** will provide ATC training room services including coordination of preseason physicals, complimentary injury screens, and post-event "bumps/bruises clinics" at our Live Oak clinic location (405 11th Street Ste. 103). These services will be scheduled by appointment only and will be provided at cost to the patient (i.e. insurance or self-pay).

e. Abide by and follow all requirements imposed upon by **SCSB,** and the Florida High School Athletic Association (FHSAA) relative to approved practices, sanctions, and activities.

f. Concerning the activities under this Agreement **SCSB**, H2H, its employees, agents and assign, shall abide by applicable legal requirements including the confidentiality of student records and identifying information concerning students (F.S. Section 228.093).

2. **SCSB** shall:
   a. Allow **H2H** to display marketing collateral in branding such as banners, flags, and/or tents during coverage. Additionally, broadcast **H2H** as a Sports Medicine Provider through announcements at home and/or through event newsletters.

   b. Allow **H2H** access to pre-season parent meeting dates and times and allow the certified athletic trainer to introduce themselves and the services the company will provide.

   c. Will purchase all medical supplies for the athletic trainer.

   d. Elects to receive monthly invoices after services are rendered. Invoices are expected to be paid in full within 30 days from invoiced date.

3. **SCSB** agrees to defend, indemnify, and hold harmless **H2H, H2H** Companies Incorporated's legal representatives, employees, agents, officers, trustees, affiliates, and assigns, and each of them from and against any claim, loss, damage, cost, expense, or liability, including but not limited to attorneys' fees, arising out of or related to or arising from: (i) the performance or nonperformance by **SCSB** of any obligations or services to be performed or provided by **SCSB** under this Agreement; and (ii) its negligent or unlawful acts.

4. This Agreement becomes effective as of the date written below (the "Effective Date") and shall continue thereafter in full force one school year indicated (the "Initial Term"), unless sooner terminated by the only if the services are not rendered and the team terminates within the area. This is an exclusive Agreement for one school year term by both parties. **H2H** has the right of first refusal for additional contract terms for all sports medicine programs for the **SCSB**. **H2H** has the right to terminate if payment is not received within contracted terms. Additional terms for coverage of the team following the expiration of this Agreement grants **H2H** the first right of refusal to continue service provisions for future coverage.

5. Upon any breach hereunder, the party who is not in default shall give written notice to the other party and permit the other party to have thirty (30) days to cure such breach. If the breach is not cured within the thirty (30) day notice period, the parties agree that before any litigation is commenced, they shall mediate the dispute. The mediator shall be mutually agreed upon, and absent agreement, two mediators, one selected by each party, shall agree on a third mediator, and that third mediator shall mediate the dispute until it is resolved, or an impasse is declared.

H2H FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER: _____

IRS Form W-9 on file.

EXHIBIT B

1. **Athletic Training:**
   a. Athletic training encompasses the prevention, examination, diagnosis, treatment, and rehabilitation of emergent, acute or chronic injuries and medical conditions. Athletic training is recognized by the American Medical Association (AMA), Health Resources Services Administration (HRSA) and the Department of Health and Human Services (HHS) as an allied healthcare profession.
   b. ATCs are sometimes confused with Personal Trainers and Physical Therapists. There is, however, a large difference in the education, skillset, job duties, and patients-type of the three professions.
   c. ATs must graduate from an accredited master's (MS) program and are proficient in the following:
      i. Evidence-based practice
      ii. Prevention and health promotion
      iii. Clinical examination and diagnosis
      iv. Acute care of injury and illness
      v. Therapeutic interventions
      vi. Psychosocial strategies and referral
      vii. Health care administration
      viii. Professional development and responsibility
   d. Athletic trainers (ATCs) work under the direction of a physician as prescribed by state licensure statutes and the Board of Certification. They are highly qualified, multi-skilled healthcare professionals who collaborate with physicians to provide these five-practice domains:
      i. Injury/illness prevention and wellness protection
      ii. Clinical evaluation and diagnosis
      iii. Immediate and emergency care
      iv. Treatment and rehabilitation evaluation (this is an injury evaluation; not to be confused with outpatient Physical Therapy)
      v. Organizational and professional health and well-being

2. **Athletic Trainers duties:**
   a. Athletic trainers improve functional outcomes and specialize in patient education to prevent injury and re-injury. Preventative care provided by an athletic trainer has a positive return on investment for employers. (For example, ATs can reduce injury and shorten rehabilitation time for their athletes, which translates to lower absenteeism from work or school and reduced health care costs).
   b. Secondary school ATs provide comprehensive athletic health care services, not just "coverage" at athletic events and practices. Secondary school outcomes will be encompassed in areas that provide the most value to the school and community:
      i. decreased absenteeism
      ii. decreased lost game days
      iii. increased participation in school
      iv. decreased parental concerns
      v. increased student/athlete plan compliance
   c. **Medical Services**

i. Injury Evaluation and Treatment
ii. Injury Rehabilitation and Reconditioning
iii. After hours/On-call consultation and injury/illness management

d. **Risk Minimization**
i. Injury Prevention & Care Policies
ii. Environmental monitoring
iii. Emergency Action Plans
iv. Functional Movement Assessments/Assessment of pre-existing conditions
v. Review epidemiologic and current evidence-based research for clinical outcomes assessment
vi. Protective Equipment Selection, Fitting & Use
vii. First Aid/CPR training
viii. Infection control
ix. Facilitate PPEs
x. Practice/event coverage
xi. Budget management to provide adequate resources to purchase risk reduction supplies
xii. Using communication and interpersonal skills to create trust between student-athletes, coaches, administrators, and the athletic training staff

e. **Organizational/Administrative Value**
i. Injury records
ii. Credential maintenance
iii. Pre-participation examination (PPE)
iv. Sports Medicine Team relations
v. Emergency Action Plans (EAPs)
vi. Quality Control
vii. Education

f. **Cost Containment**
i. Insurance Premiums
ii. Workload Management
iii. Medical Services
iv. Budget Management
v. Fund Raising
vi. Academic Success
vii. Contracts

g. **AT Influence on Academic Success**
i. Student Retention/Academic Progress Rate (APR)
ii. Life Skills
iii. Conditions Affecting Learning/Psychological issues

INFO ONLY

SCSB 2024-80 (REVISED/RENEWAL)~~SCSB 2024-45 (RENEWAL)~~
(Replaces SCSB 2024-45, previously approved on 06/29/2023)

EXHIBIT C

FEE SCHEDULE

SCSB shall be responsible for payment of **$35 per hour** per athletic trainer, to **H2H** for a Nationally Certified and State Licensed Athletic Trainer to provide athletic training services for the 2023-2024 school year. Hours may vary dependent on practice and game schedules. **SCSB** has requested a minimum of 50 hours per week for game coverage and/or practice coverage at $35 per hour for a minimum total per week of $1750.00. Payments shall be sent to H2 HoldCo Inc., PO Box 932184 Atlanta, GA 31193-2184. Additional coverage hours (exceeding the initial 50 hours per week requested) may be provided as mutually agreed upon by both **SCSB** and **H2H** at a rate of $35 per hour.

EXHIBIT D

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE H2H HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE H2H'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a H2H as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the H2H does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the H2H or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the H2H of the request, and the H2H must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If H2H does not timely comply with the District's request for records and the appropriate period provided by the District for complying with such request has passed, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A H2H who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AMENDMENT TO THE MASTER SERVICES AGREEMENT

This Amendment to the Master Services Agreement ("**Amendment**") is entered into effective as of February 1, 2024 (the "**Amendment Effective Date**"), to modify the Master Services Agreement entered into by and between Navigate Wellness, LLC, d/b/a Navigate Wellbeing Solutions ("Navigate Wellness"), located at 140 S. 68th Street, Suite 2200, West Des Moines, IA 50266 and Suwanee County School District ("Customer"), located at 1740 Ohio Avenue S, Live Oak, FL 32064, effective February 1, 2021 ("**Agreement**").

Background

Navigate Wellness and Customer entered into Master Service Agreement on February 1, 2021 ("Agreement") for the licensing of wellness and health programs and services. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

1.0 SERVICES

1.1. Navigate Wellness hereby licenses to Customer the non-exclusive right to use the Navigate programs set forth and described on Schedule A attached hereto (the "**Navigate Programs**") for use by the Customer's participants designated on Schedule A attached hereto (the "**Participants**"). Navigate Wellness will also provide the services related to the Navigate Programs as described on Schedule A (the "**Services**"). The license granted to Customer under this Section 1.1 shall not include or apply to any part of any services or programs of Navigate Wellness that is not expressly included and described on Schedule A. Customer is prohibited from rebranding the Navigate Programs or from sublicensing or selling the Navigate Programs to third parties. Navigate Wellness retains all right, title and interest in and to the Navigate Programs.

3.0 TERM AND TERMINATION

3.1 This Amendment shall commence on the Effective Date. The license to Navigate Programs will begin on February 1, 2024 and shall continue for two (2) years thereafter or as may be extended from time to time as provided in this Section 3.1, unless terminated earlier pursuant to any of this Agreement's express provisions (the "**Initial Term**"). Following the Initial Term, this Agreement shall auto-renew for subsequent one (1) year terms subject to the same terms and conditions unless either Party provides the other Party with at least ninety (90) days written notice before the expiration of the then current term stating its intention to modify or terminate the Agreement effective as of the date of expiration of the then current term, in which case the receiving Party shall have sixty (60) days to accept the terms offered, negotiate mutually acceptable alternative terms or acknowledge cancellation of the Agreement at the end of the current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

3.7 Early termination of this Amendment by Customer will result in Customer paying, within 30 days from termination date, seventy-five percent (75%) of the remaining monthly fees or flat fees that would have been payable by Customer under the Section 4.0 if the terminated Service(s) had been provided until the end of the Term.

4.0 PRICE, PAYMENT AND PERFORMANCE AND SECURITY GUARANTEES

4.1 Prices and fees for the Navigate Programs and Services and any additional payment requirements shall be as set forth on Schedule A attached hereto.

4.2 Navigate Wellness may increase fees by providing Customer with ninety (90) days written notice of the new prices and fees and a new Schedule A. The amount of any increase in the fees shall not exceed five percent (5%) per annum.

4.3 Navigate Wellness will commence invoicing Customer for the Navigate Programs and Services as outlined in Schedule A. The invoicing of the monthly portal fee, whether PEPM or flat fee, will commence on February 1, 2024. Customer is obligated to pay the minimum commitment of PEPM eligible lives of 800 eligible lives as set forth in Schedule A. Subject to the terms and conditions hereof, Customer shall pay invoices received from Navigate Wellness within thirty days (30) days of the date of receipt by Customer of such invoice. Interest shall accrue at the rate of four percent (4%) per annum on the balance of any invoices that remain unpaid within thirty (30) days of the date of the invoice. Notwithstanding any provision in this Agreement to the contrary, and in addition to any other remedies available to Navigate Wellness, Navigate Wellness may cease providing Navigate Programs under this Agreement if any invoice remains unpaid in full sixty (60) days after the date of the invoice. Navigate Wellness shall not be obligated to commence Navigate Programs until all invoices have been paid in full. The Parties shall work together to mutually resolve any disputes arising with respect to any invoice.

4.4 Navigate Wellness reserves the right to require Customer to pre-fund an account maintained at Navigate Wellness prior to the issuance of rewards mall credits. Navigate Wellness shall determine whether pre-funding is required based on criteria established from time to time by Navigate Wellness. Navigate Wellness will communicate directly to Customer if pre-funding is required. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all rewards mall credits initiated by Customer prior to utilizing any rewards mall credits for which pre-funding is required. Promptly following any termination of this Agreement pursuant to Section 3, Navigate Wellness shall refund to Customer the amount, if any, previously pre-funded by Customer that exceeds the total costs that remain owing and payable by Customer as of the termination of this Agreement.

4.5 All payments must be made in United States dollars. Schedule A fees does not include any applicable sales, use or similar taxes. Customer shall be solely responsible for the payment of any applicable sales, use or similar taxes relating to the Navigate Programs.

[Signature Page to Follow]

[Signature Page for Amendment]

IN WITNESS WHEREOF the Parties hereto have caused this Amendment to be executed as of the date first written above.

Navigate Wellness:
Navigate Wellness, LLC

By: _____

Name: _____

Title: _____

Date: _____

Suwannee County School District:

By: _____

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

_____
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

SCHEDULE A – NAVIGATE PROGRAMS & FEES

Product level overview		Optimized Level
Navigate engagement platform		
Portal features		
A private-labeled wellbeing portal that serves as an interactive hub for your program and provides participants with easy, engaging access to information and resources.	Year-round portal access: • Year-round tracking (activity, hydration, sleep, nutrition, steps and weight) • Recipe database with local food deals • Fitness video database • Wellbeing article database • Wearable device/app integration • Private-labeled portal (includes logo and URL) • Access to the Navigate Wellbeing app • Administrative analytics dashboard with reporting • Event scheduler • Incentive management • Send your own targeted email communications • Challenges • Photo gallery • Landing page • Hub and featured posts • Reporting (year-end, challenge) • Personal challenges • Social wall • Custom color scheme • Pulse surveys • Video learning • Custom incentive tracking	**$1.99 PEPM (2-year commitment) PEPM based on minimum commitment of 800 eligible lives.**
Benefit incentive tracking table		
Ability to display and reward completion status of benefit design activities for participation-based program designs.	Custom benefit includes: • Group and individual challenge tracking • Wellbeing Survey • Biometric display • Physician forms • Annual physical • Age/gender screening • Client-specific program requirements and incentive tracking • Tobacco affidavit • Video learning tracking • Population segment programs (3) • File feeds (3rd Party or client specific) (10) • Completion awarding (monthly) • Form approvals (admin) • Must be in approved Navigate standard file format	**Included**

		Optimized Level
Resource hub		
Make your platform the hub of your program with links to third-party resources, benefits information, and other sites or documents that would be useful to your participants.	**Includes:** • Allows for cross-communication of additional benefits and/or health resources associated with the program (i.e., carrier portal, 401k portal, EAP) • Up to 8 posts included • Link to resources/PDFs • Updated monthly or quarterly or upon request	**Included**
Wellbeing Survey		
Navigate's take on a Health Risk Assessment is a series of questions based on The 8 Pillars of Wellbeing: balance, community, financial, mindfulness, nutrition, physical, purpose, and social.	**Includes:** • A simple, intuitive user experience • Participants are guided through a series of lifestyle health questions • Available online and through our mobile apps • Completed in minutes • Survey "serves up" actionable personal challenges and information to help drive behavior change • End-of-year aggregate employer reporting and real-time dashboard	**Included** **Customization available, cost to be quoted**
Biometric data integration		
A convenient, centralized location where your participants can review third-party biometric data.	**Includes:** • Display third-party biometrics to participant • Color-coded risk status based on national standards • View information on each measure • End-of-year aggregate employer report • Display historical data • Must be in approved Navigate standard file format	**Included**
Physician forms		
Track annual preventive care visits with a physician form that also collects biometric data.	**Includes:** • Submission of forms is only available through the participant uploading to the portal • Complete data will be uploaded into the portal • Biometric display for individuals will be available within 10 business days from submission • Forms will be processed "as-is" • Physician forms must be Navigate's form • Additional fees apply for custom forms	**$8 per form processing fee for physician forms with biometric data only**

Optimized Level

Challenges

Our diverse challenge library is built to provide comprehensive wellbeing resources based on our Power of 8 philosophy. Select the challenges that best fit your culture and goals.

Group population-based challenges:

- Up to (4) standard population-based challenges
- Custom dates
- Team or individual participation options
- Leaderboards
- Library of standard challenges to choose from
- Complete marketing campaigns included

Snap challenges:

Create your own steps, activity, or weight challenge with our Snap Challenge tool. Whether you're looking for a custom challenge for yourself, friendly competition one-on-one, or want the motivation and support of a group, building your own challenge is a great way to work on your health and have fun with your teammates.

Individual/personal challenges:

Pillars of Wellbeing personal challenges – Large library of individual challenges that provide balanced, robust resources for every participant, no matter where they are on their personal journey.

Challenge stakes:

Stakes are intended to be a tool to enhance intrinsic motivation and promote the socio-competitive potential of wellbeing activities. In no way is this tool intended or allowed for the use of gambling.

Included

Pulse Surveys

A simple and effective participant survey tool built into your Navigate platform is designed to take the "pulse" of your population.

Create custom surveys to gather actionable data on your population, programs, benefits and more

- Schedule surveys over time to collect multiple data points to track trends
- Get real-time feedback on your program and anything else you'd like to ask about
- Up to 12 pulse surveys per year

Included

Optimized Level

Care for Social Determinants of Health

A comprehensive resource directory that helps people find and connect to social services in their area.

Search and connect to support

Our network connects people seeking help and verified social care organizations that serve them.

Thousands of nonprofits and social care organizations serve our communities. But for most people, navigating the system to get help has been difficult, time-consuming, and frustrating. Too many Americans are suffering, and they don't need to.

In coordination with our partners at findhelp.org, we created a social care network that connects people and programs — making it easy for people to find social services in their communities.

- Zip code search for a local support program
- SDOH Assessment

Categories of support include Food, Housing, Goods, Transit, Health, Money, Care, Education, Work, and Legal.

Included

Video Learning

Video courses with corresponding quizzes that address personal health risks with engaging information provided by Navigate's wellbeing experts.

Course topics

- Metabolic Syndrome
- Heart Health
- Weight Management
- Physical Activity and Nutrition
- Tobacco
- Mental Health
- Resilience

Each program consists of:

- Video-based learning modules
- Courses vary in timing from 1 day to 8 weeks
- Many courses include quizzes and action plans

Included

All Digital Rewards

Rewards mall solution partner

Drive engagement by letting your audience choose a reward meaningful to them from merchandise, gift cards, cash cards, charitable giving options and more.

$1,000.00 Annual Flat Fee

Optimized Level

Marketing and communications

Wellbeing program marketing materials

Promotional materials to inform and educate participants about the wellbeing program, drive enrollment in group challenges and motivate completion of program requirements.

Standard offerings include:

Program communications

- Portal launch flyer (1) †
- Program launch email (1) †
- Program overview (1) ‡
- Quarterly check-in emails (4) †
- Rewards Mall redemption reminders (if applicable) *
- Rewards Mall promotional emails (if applicable) *
- Rewards Mall guide
- Monthly wellbeing newsletters (12) *

Challenge promotions

- Registration emails (4) *
- Poster *
- Digital screen *
- Challenge guide (fixed)
- Weekly recording reminders (fixed) *
- Weekly newsletter (fixed) *
- Completion emails

Client-branded options include

* Customization is not standardly available because of system-generated messages and personalization options. Client branding still applies. Customization would require a scope of work.

† Branded materials include client logo and custom URL to direct to the platform.

‡ Overview includes customized program requirements and incentive information. Also includes two standard rounds of revisions. Additional revisions may incur additional fees.

Delivery, working files, and custom request

Standard delivery of all Navigate marketing materials is through a digital format. Should you need custom marketing materials, native files, or printed materials, Navigate will provide scope and quote of said service.

Included

Optimized Level

Administrative support

Administrator resource center

A dashboard within the Navigate online platform that provides a set of downloadable reports and easy-to-understand dynamic charts and graphs.

Reporting and analytics:

Standard reporting is made available in two methods.

- A real-time analytics dashboard that displays aggregate analytics data in an easy-to-understand chart and graph-based dashboard.
- A reporting system that allows our clients to ad-hoc run more than 20 different reports that provide line-item level data on a wide variety of aspects of the program and platform. Reports can be saved for later, scheduled and downloaded into csv formats.

Custom reporting outside of standard reports available, fee may apply.

Included

Call center support

A toll-free number and inbound customer service inbox.

Available for eligible population who have questions related to the use of the wellness portal:

- Hours of operation: 7 a.m. – 7 p.m. CST
- Closed standard holidays
- Telephonic translation services are available and will be handled on a project-by-project basis to define requirements and scope
- Additional fees may apply for translation services

Included

Cost to be quoted for translation services.

Account management team

Full support from an Account Manager and Account Coordinator, from implementation through end of the program.

Available as dedicated support for:

- Program implementation
- Communication management
- Administrative portal maintenance
- Program strategy support
- Client services

Included

Implementation

Includes:

- Implementation, discovery, and strategy session
- Implementation of the project plan for the full program year
- Communications outline and timeline
- Portal review at 30 days to launch
- Review of strategic 3rd party vendor integrations
- One recorded participant webinar available to introduce the participants to the web platform.
  - Live webinar options available upon request. Additional fees may apply.

	Optimized Level
Eligibility	
Includes: • File feed in Navigate format • Monthly updates delivered via SFTP	Included
Custom opportunities	
Custom reporting	
Custom report requests will be handled on a project-by-project basis to define requirements and scope. Additional fees may apply.	Cost to be quoted
Custom marketing	
Custom marketing requests and translation services will be handled on a project-by-project basis to define requirements and scope. Additional fees may apply.	Cost to be quoted
Custom challenges	
Includes: • Implementation, discovery, and strategy session • Implementation of project plan for the full program year • Communications outline and timeline • Portal review at 30 days to launch • Review of strategic 3rd party vendor integrations	Cost to be quoted $1,500 minimum
Additional opportunities	
On-site representation	
Have a Navigate representative attend an on-site event.	$500 per person per day + cost of travel

Optimized Level

Overview of fees

2-year commitment	Spouses included Complementary	
Optimized PEPM	PEPM based on a minimum commitment of 800 eligible lives	$1.99 PEPM
Rewards Mall		$1,000.00 Annual Flat Fee
Buy-up options		
SSO inbound/outbound (per connection)		$2,000.00
Physician form (per form)		$8.00
Payment Schedule		

- Monthly PEPM billed on a monthly basis and based on a full population monthly eligibility file
- Physician forms (optional) to be billed on a monthly basis

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into effective as of February 1, 2021 (the "Effective Date") by and between Navigate Wellness, LLC, d/b/a Navigate Wellbeing Solutions an Iowa limited liability company, ("Navigate Wellness") and Suwannee County School District ("Customer"). Navigate Wellness and Customer shall collectively be referred to herein as "Parties" and individually as a "Party".

RECITALS

A. Navigate Wellness provides wellness education, wellbeing initiatives, health challenges, competitive events, and tracking services through online, web-based tracking tools and related technology and distributes and licenses said products to third parties for use by their employees and participants;

B. Customer provides wellness programs to its participants;

C. Navigate Wellness desires to license certain wellness and health programs and services to Customer and Customer desires to license certain wellness and health programs of Navigate Wellness for use by Customer's participants.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained herein, the Parties agree as follows:

1.0 SERVICES

1.1 Navigate Wellness hereby licenses to Customer the non-exclusive right to use the Navigate programs set forth and described on Schedule A attached hereto (the "**Navigate Programs**") for use by the Customer's participants designated on Schedule A attached hereto (the "**Participants**"). Navigate Wellness will also provide the services related to the Navigate Programs as described on Schedule A (the "**Services**"). The license granted to Customer under this Section 1.1 shall not include or apply to any part of any services or programs of Navigate Wellness that is not expressly included and described on Schedule A. Customer is prohibited from rebranding the Navigate Programs or from sublicensing or selling the Navigate Programs to third parties. Navigate Wellness retains all right, title and interest in and to the Navigate Programs.

2.0 CUSTOMER DUTIES

2.1 Customer shall purchase as set forth in Schedule A and use the Navigate Programs only in a manner consistent with the terms and conditions of this Agreement and such use shall be limited solely to use of the Navigate Programs by the Customer's Participants. Customer shall provide complete and accurate information as requested by Navigate Wellness, including Participant information, necessary for Navigate Wellness to perform the Navigate Programs and to perform its obligations under this Agreement. Customer represents and warrants that any information, deliverables or other items provided to Navigate Wellness for use in the promotion or implementation of the Navigate Programs do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person or entity. Customer shall only provide information regarding the Navigate Programs to third parties as agreed to by Navigate Wellness. Customer shall not make any representations, warranties, claims, guarantees, or

commitments with respect to the Navigate Programs in addition to, inconsistent with, or beyond those that have been agreed to by Navigate Wellness. Customer agrees to defend and hold harmless Navigate Wellness from any claim relating to the inaccuracy or misleading nature of any information or content provided by Customer for use or incorporation into the Navigate Programs or the Website ("**Customer Content**"), any claim relating to the infringement of the Customer Content of any intellectual property of any third party, or any claim relating to any representation, warranty, guaranty or similar claim or other commitment with respect to the Navigate Programs made by Customer that are additional to or inconsistent with any existing representation, warranty, guaranty or similar claim or commitment in this Agreement or any other written documentation provided by Navigate Wellness to Customer.

3.0 TERM AND TERMINATION

3.1 This Agreement shall commence on the Effective Date. The Navigate Programs will begin on February 1, 2021 and shall continue for three (3) years thereafter or as may be extended from time to time as provided in this Section 3.1, unless terminated earlier pursuant to any of this Agreement's express provisions (the "**Term**").

3.2 Either Party may terminate this Agreement at any time in the event of a material breach of this Agreement by the other Party if such breach is not cured within thirty (30) days of delivery to the breaching Party of written notice describing such breach to the other Party.

3.3 Either Party may immediately terminate this Agreement by giving written notice to the other Party if: (a) the other Party becomes insolvent or has a petition brought by or against it under the bankruptcy or insolvency laws of any jurisdiction; (b) the other Party makes an assignment for the benefit of creditors; or (c) if a receiver, trustee or similar agent is appointed with respect to any property or business of the other Party.

3.4 Further, either Party may terminate this Agreement without cause upon one hundred eighty (180) days written notice in accordance with the notice provisions set forth in Section 10.7 of this Agreement.

3.5 Upon termination or expiration of this Agreement, Customer and its Participants shall have no further access to the Navigate Programs and shall immediately cease use of any Navigate Programs, Navigate Marks and content provided. Navigate Wellness will provide final reports using the Navigate standard reporting forms reflecting final activity of the Navigate Programs. Customer shall pay Navigate Wellness all amounts through the termination or expiration of this Agreement in full within thirty (30) days thereof and, if applicable, shall promptly pay Navigate Wellness all amounts accrued in performing Navigate Programs following termination for Customer participants until the end of their respective term with Customer.

3.6 Upon termination or expiration of this Agreement, (a) all rights, licenses and authorizations granted by Navigate Wellness to Customer shall immediately terminate and Customer and its Participants shall cease using any Navigate Programs, (b) Customer shall cease using or distributing any materials relating to the Navigate Programs or which use or refer to any Navigate Mark, and (c) Customer shall immediately return or destroy all Confidential Information of Navigate Wellness in the possession of Customer.

4.0 PRICE, PAYMENT AND PERFORMANCE AND SECURITY GUARANTEES

4.1 Prices and fees for the Navigate Programs and Services and any additional payment requirements shall be as set forth on Schedule A attached hereto.

4.2 Navigate Wellness may increase fees at any renewal of the Term by providing Customer with written notice of the new prices and fees and a new Schedule A.

4.3 Navigate Wellness will commence invoicing Customer for the Navigate Programs and Services as outlined in Schedule A. The invoicing of the monthly portal fee, whether Per Eligible Per Month ("**PEPM**") or flat fee, will commence on February 1, 2021. Customer is obligated to pay the minimum commitment of PEPM eligible lives of 800 eligible lives as set forth in Schedule A. Subject to the terms and conditions hereof, Customer shall pay invoices received from Navigate Wellness within thirty days (30) days of the date of receipt by Customer of such invoice. Interest shall accrue at the rate of four percent (4%) per annum on the balance of any invoices that remain unpaid within thirty (30) days of the date of the invoice. Notwithstanding any provision in this Agreement to the contrary, and in addition to any other remedies available to Navigate Wellness, Navigate Wellness may cease providing Navigate Programs under this Agreement if any invoice remains unpaid in full sixty (60) days after the date of the invoice. Navigate Wellness shall not be obligated to commence Navigate Programs until all invoices have been paid in full. The Parties shall work together to mutually resolve any disputes arising with respect to any invoice.

4.4 Navigate Wellness reserves the right to require Customer to pre-fund an account maintained at Navigate Wellness prior to the issuance of rewards mall credits. Navigate Wellness shall determine whether pre-funding is required based on criteria established from time to time by Navigate Wellness. Navigate Wellness will communicate directly to Customer if pre-funding is required. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all rewards mall credits initiated by Customer prior to utilizing any rewards mall credits for which pre-funding is required. Promptly following any termination of this Agreement pursuant to Section 3, Navigate Wellness shall refund to Customer the amount, if any, previously pre-funded by Customer that exceeds the total costs that remain owing and payable by Customer as of the termination of this Agreement.

4.5 All payments must be made in United States dollars. Schedule A fees does not include any applicable sales, use or similar taxes. Customer shall be solely responsible for the payment of any applicable sales, use or similar taxes relating to the Navigate Programs.

5.0 PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

5.1 All right, title and interest in and to the Navigate Programs and all materials and services provided thereunder, including, without limitation, all text, graphics, animation, audio and/or digital video components and all other components of the Navigate Program and related services, and any website of Navigate Wellness devoted to or used in connection with such Navigate Programs and/or related services (the "**Website**") and the Software (as defined below) (the Website and Software together referred to as the "**Content**"), including without limitation, any copyrights, trade secrets and other intellectual property rights therein, is and shall at all times be owned and held by Navigate Wellness and/or its licensors, as the case may be. Customer shall not create or develop any program or service that uses all or any part of the Content in any manner for any purpose unless expressly granted by Navigate Wellness in writing.

5.2 All right, title and interest in and to any computer code developed by Navigate Wellness (both source and object), including, but not limited to, all interfaces, navigational devices, menus, menu structures of arrangement, icons, help and other operational instructions and the literal and

nonliteral expressions of ideas that operate, cause, create, direct, manipulate, access or otherwise effect the Content in the Navigate Programs and the related services (the "**Software**"), along with any copyrights, trade secrets and other intellectual or industrial property rights, are and shall at all times be owned and held by Navigate Wellness and/or its licensors, as the case may be. Customer shall not modify, decompile, disassemble, reverse engineer or reconstruct, reconfigure or develop derivative works based upon any of the Software, Content or related documentation or other intellectual property of Navigate Wellness or its licensors, as the case may be.

5.3 All right, title and interest in and to all Navigate Marks are and shall at all times be owned and held by Navigate Wellness and/or its licensors, as the case may be. The term "**Navigate Marks**" shall mean any names, trademarks, trade names, service marks, logos, or similar proprietary rights owned or developed by Navigate Wellness including, without limitation, the tradenames and trademarks set forth on Schedule B.

5.4 Customer shall not use the Navigate Marks for any purpose unless expressly granted by Navigate Wellness in writing. Nothing in this Agreement shall be construed a transfer of grant to Customer any right, title, interest, or license in or to any intellectual property of Navigate Wellness, including the Navigate Marks, except as expressly provided in this Agreement.

5.5 Any ideas, discoveries, inventions, patents, products, copyright works or other information (collectively "**Work Product**") developed in whole or in part in connection with the Navigate Programs provided under this Agreement will be and remain the exclusive property of Navigate Wellness.

5.6 Both during the Term and at any time thereafter, Customer agrees to execute and deliver any documents reasonably requested by Navigate Wellness to affect any of the provisions of this Section.

5.7 Customer acknowledges that Navigate Wellness and/or its licensors, as the case may be, retain exclusive rights in and ownership of the Navigate Programs, Content, Software, related services and the Navigate Marks, and all intellectual property and goodwill associated therewith. Nothing in this Agreement shall be construed to transfer or grant to Customer any right, title, interest or license in or to the Navigate Programs, Content, Software or the Navigate Marks.

5.8 Customer acknowledges and agrees that any breach, attempted breach or repudiation of this Section 5.0 (Proprietary Rights and Intellectual Property) by such Party would produce irreparable harm to the other Party, for which no adequate remedy would exist at law. The Parties agree that specific performance and/or injunctive relief shall be remedies available to the Parties to enforce the terms of this Section 5.0 or to prevent the breach, attempted breach or repudiation of any provision of this Section 5.0. Such remedies shall be in addition to any other remedies that the Parties may have under this Agreement, at law, in equity or otherwise.

6.0 CONFIDENTIALITY

6.1 In connection with this Agreement, each Party (the "Disclosing Party") may disclose or make available Confidential Information to the other Party (the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including but not limited to information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked,

designated, or otherwise identified as "confidential;" provided that Confidential Information shall not include information that: (i) is or becomes generally available to the public through no wrongful act of Receiving Party, (ii) was in the rightful possession of Receiving Party prior to Disclosing Party's disclosure (provided that such prior possession can be substantiated by Receiving Party), (iii) was rightfully obtained from a third party having no obligation to Disclosing Party to maintain confidentiality of such information; or (iv) is independently developed by Receiving Party without reference to or reliance upon the Confidential Information. Without limiting the foregoing, the Navigate Programs, Content, and Software are the Confidential Information of Navigate Wellness.

6.2 Receiving Party shall hold the Confidential Information in strictest confidence and exercise commercially reasonable efforts to protect the confidentiality of the Confidential Information and, at a minimum, Receiving Party will take such action to protect the Confidential Information as Receiving Party takes to protect the confidentiality of its own similar confidential information. Unless compelled by legal process (subject to subsection 6.3 below), Receiving Party shall not, at any time, directly or indirectly, disclose any Confidential Information to any third party or use any Confidential Information for its own benefit or the benefit of any third party; provided, however, that Receiving Party may disclose Confidential Information to only those of its directors, officers, employees and representatives who need to know such information for the sole purposes of fulfilling the purposes of this Agreement (but only to the extent strictly necessary to carry out the purposes for which such information is disclosed); provided, further, that Receiving Party shall be liable for any breach of this Agreement by such directors, officers, employees and representatives. Customer and its directors, officers, employees and representatives shall only use the Confidential Information to fulfill the purposes of this Agreement and under no circumstances shall any of them use such information in any manner or for any purpose competitive with Navigate Wellness or the Navigate Programs.

6.3 If Receiving Party becomes legally compelled to disclose any Confidential Information it shall provide Disclosing Party with prompt written notice of such requirement prior to disclosure so that Disclosing Party may seek appropriate relief. If such relief is not obtained, Receiving Party will then furnish only that portion of the Confidential Information that Receiving Party is legally required to furnish and shall use commercially reasonable efforts to assist Disclosing Party in obtaining assurances that such Confidential Information will be accorded confidential treatment.

6.4 The Confidential Information and all of the rights therein or related thereto are, and shall at all times remain, the property of Disclosing Party. Nothing in this Agreement shall be construed as granting to Receiving Party any right, title or interest, by license or otherwise, in, to or associated with any Confidential Information.

6.5 Upon the expiration or termination of this Agreement for any reason whatsoever, or upon Receiving Party's earlier request, Receiving Party shall promptly return to Disclosing Party all Confidential Information (including, except as hereafter provided, all copies thereof in any form whatsoever).

6.6 Each Party acknowledges that any violation of the provisions of this Section by Receiving Party may cause Disclosing Party immediate and irreparable damage for which Disclosing Party cannot be adequately compensated by monetary damages. Therefore, in the event of any such breach, Disclosing Party shall be entitled to seek preliminary or other injunctive relief, an order for specific performance, and any other equitable relief that a court may determine to be appropriate. Disclosing Party shall not be required to post a bond or any other form of surety upon obtaining

such equitable relief. The Parties agree that such equitable relief will be in addition to any damages or other remedies provided by law and otherwise available to Disclosing Party.

7.0 BUSINESS ASSOCIATE ADDENDUM

7.1 To the extent that the activities of Customer and Navigate Wellness make them subject to the Health Insurance Portability and Accountability Act (HIPAA) and/or the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), the Parties agree to abide by the terms of the applicable Business Associate Addendum as set forth on Schedule C or Schedule D. The Business Associate Addendum on Schedule C shall control when the Customer meets the definition of a Covered Entity as set forth in 45 CFR § 160.103. The Business Associate Subcontractor Addendum on Schedule D shall control when the Customer meets the definition of a Business Associate as set forth in 45 CFR § 160.103. To the extent that Customer is neither a Covered Entity nor Business Associate, the Parties shall not be bound by the terms of Schedule C or D.

8.0 BRANDING

8.1 Customer shall not have any right to use any Navigate Marks in any way or in any advertising or other materials provided to third parties, unless Navigate Wellness provides its prior written consent to the same, and subject at all times to the applicability of Section 5.0. Navigate Wellness will have a reasonable amount of time to review and approve all proposed Website content and advertising or promotional material utilizing the Navigate Marks in connection with the Navigate Programs. Navigate Wellness will have the right to object or correct such Website content and advertising or promotional material within a reasonable amount of time after receiving copies of such materials. Customer shall promptly notify Navigate Wellness in writing of any unauthorized use or infringement of any Navigate Mark of which Customer is or becomes aware. Customer agrees that the Navigate Programs, related services and any related deliverables, the Website, advertising or promotional materials or any other content or materials relating to the Navigate Programs or the related services incorporating any Navigate Mark shall bear such trademark and/or copyright notices as Navigate Wellness may require. Customer shall not alter, amend or remove any such trademark and/or copyright notices from any such related deliverables, Website, advertising or promotional materials or other materials or content relating to the Navigate Programs or the related services without the prior written consent of Navigate Wellness.

8.2 With the prior written consent of Navigate Wellness, Customer may use its own name, trademarks, trade names, service marks, logos or other proprietary designations of Customer ("**Customer Marks**") on any marketing and advertising materials used in connection with the Navigate Programs or Website, as such use is mutually agreeable to the Parties hereto.

8.3 Customer grants to Navigate Wellness a royalty-free, non-exclusive license to use and display, during the Term, the Customer Marks pre-approved by Customer for the purpose of providing the Navigate Programs and the Services under this Agreement; provided, however, such license is limited solely for use in connection with the Navigate Programs and any advertising or other promotional activities relating thereto.

8.4 Neither Party shall (a) issue any news release or public communication referencing the other Party or its affiliates (or their activities with the other Party), or (b) quote the opinion of any employee, subcontractor and/or other representative of the other Party, and/or (c) disclose the existence of this Agreement or the relationship between the Parties, unless such Party has first provided a copy of the proposed news release, public communication, advertising or other

applicable material to the other Party and has obtained the prior written consent of the other Party to the same. In the event that a Party is obligated to issue a press release due to legal or regulatory requirements, the other Party shall not prevent the issuance of such press release provided that such Party has an opportunity to review such press release and that the contents of such press release are factually accurate.

9.0 LIMITATION OF LIABILITY; WARRANTIES

9.1 NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES (WHETHER FORSEEABLE OR NOT), ARISING OUT OF OR IN CONNECTION WITH THE NAVIGATE PROGRAMS OR THIS AGREEMENT. THE TOTAL LIABILITY OF NAVIGATE WELLNESS TO CUSTOMER AND ANY OTHER PERSON UNDER THIS AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO NAVIGATE WELLNESS FOR THE NAVIGATE PROGRAMS AND SERVICES PERFORMED UNDER THIS AGREEMENT WHEN THE INITIAL EVENT OR OCCURRENCE GIVING RISE TO A CLAIM OCCURRED.

9.2 THE NAVIGATE PROGRAMS, CONTENT, RELATED SERVICES AND ANY DELIVERABLES OR OTHER MATERIALS PROVIDED IN CONNECTION THEREWITH ARE PROVIDED "AS IS" AND NAVIGATE WELLNESS MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS RELATING TO THE NAVIGATE PROGRAMS, CONTENT, RELATED SERVICES AND SUCH DELIVERABLES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10.0 GENERAL

10.1 Entire Agreement. This Agreement and the Schedules attached hereto, which are hereby incorporated by reference, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written.

10.2 Survival of Terms. Regardless of the circumstances of termination or expiration of this Agreement, the provisions of this Agreement which by its nature extend beyond the termination or expiration hereof will survive according to their respective terms, including, but not limited to, the provisions of: 5.0 ("Proprietary Rights and Intellectual Property"), 9.0 ("Limitation of Liability; Disclaimer of Warranties"), and 10.0 ("General"). Section 6.0 ("Confidentiality") shall survive indefinitely.

10.3 Relationship of the Parties. Navigate Wellness, its employees, subcontractors and other representatives (collectively, "Personnel") shall act solely as independent contractors in relation to Customer and its affiliates. Nothing in this Agreement, any Schedule or other attachment hereto constitutes or should be construed as creating a partnership, joint venture, principal-agent, or an employer-employee relationship between Customer or its affiliates and Navigate Wellness or its Personnel.

10.4 Non-Solicitation. During the term of this Agreement, and for a period of one (1) year immediately thereafter, Customer agrees not to solicit any employee or independent contractor of Navigate Wellness on behalf of any other business enterprise, nor shall Customer induce any employee or independent contractor associated with Navigate Wellness to terminate or breach an employment, contractual or other relationship with Navigate Wellness.

10.5 Force Majeure. No Party to this Agreement shall hold the other Party liable for failure to comply with any of the terms or provisions of this Agreement (other than a failure to make any payment due hereunder) where such failure to comply has been caused by a "force majeure" event, which shall mean an act of God, force of nature, fire, or other casualty, pandemic, expropriations or war-like activity, utility failure, insurrection, or civil commotion, shortage of raw materials or supplies, labor strikes or unrest, or other similar act or event beyond the other Party's reasonable control.

10.6 Amendments; Waivers. Assignment. No waiver of any term or condition of this Agreement shall be valid unless in writing and signed by an authorized representative of both Parties, and will be limited to the specific situation for which it is given. No amendment or modification to this Agreement shall be valid unless set forth in writing and signed by authorized representatives of both Parties. Neither Party may assign any of its rights under the Agreement, voluntarily or involuntarily, except (a) with the consent of the other Party, which shall not be unreasonably withheld; (b) by merger, consolidation, dissolution, or operation of law; (c) to a person or entity that acquires all or substantially all of its assets; or (d) to a parent company or any affiliate or subsidiary, provided that any such assignee agrees in writing to be bound by the terms of the Agreement. Any purported assignment of rights in violation of this Section is void. Any assignment in violation of the preceding sentence shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.

10.7 Notices. Any notice required under or permitted by this Agreement must be delivered by certified or registered mail, return receipt requested, postage prepaid or by facsimile transmission and addressed as follows or to such other addresses as may be designated by notice from one Party to the other, all such notices being effective on the date received or, if mailed as set forth above, three (3) days after the date of mailing:

(a) if to Customer:	Suwannee County School District Attn: Ted L. Roush, Superintendent ~~1729 Walker Avenue, SW, Suite 200~~ 1740 Ohio Ave. S Live Oak, FL 32064
(b) if to Navigate Wellness:	Navigate Wellness, LLC Attn: Troy W. Vincent 140 S. 68th Street, Suite 2200 West Des Moines, Iowa 50266
With copy to:	Thomas D. Johnson BrownWinick Law Firm 666 Grand Avenue, Suite 2000 Des Moines, Iowa 50309

10.8 Severability; Headings. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is found to be invalid, void or unenforceable, it will be severed from the rest of

the Agreement and a new provision will be deemed added to this Agreement to accomplish to the extent possible the intent of the Parties as evidenced by the provision so severed. The headings used in this Agreement have no legal effect and shall not affect the interpretation of this Agreement.

10.9 Remedies. Except as may be otherwise provided in this Agreement, the rights or remedies of the Parties hereunder are not exclusive, and either Party is entitled alternatively or cumulatively, subject to the other provisions of this Agreement, to damages for breach, to apply for an order from an appropriate court requiring specific performance, or to any other remedy available at law or in equity.

10.10 Governing Law. This Agreement is governed by and construed in accordance with the applicable laws of the State of Florida (excluding any conflict of laws rule or principle which might require application of the laws of another jurisdiction).

10.11 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Both Parties agree that the receipt of a facsimile signature or a PDF format signature in the space provided below will represent final execution and acceptance of the terms and conditions contained in the Agreement. Any copy of this Agreement made by reliable means (e.g., photocopy or facsimile) shall be considered an original.

[Signature Page to Follow]

INFO ONLY **APPROVED BY CFO**

[Signature Page for Master Services Agreement]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Navigate Wellness:
Navigate Wellness, LLC

By: Fred Opp

Name: FRED OPP

Title: VP of FINANCE

Date: 04/27/2021

Suwannee County School District:

By: Vickie DePratter

Name: VICKIE DEPRATTER

Title: CFO

Date: 4/26/21

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A – NAVIGATE PROGRAMS & FEES

Optimized Level — Navigate Engagement Platform

Program Scope

Navigate Engagement Platform **Navigate Program/Portal** A private-labeled wellbeing portal that serves as an interactive hub for your program and provides participants with easy, engaging access to information and resources.	**Year-round Portal Access:** • Year-round Tracking (activity, hydration, sleep, nutrition, steps and weight) • Recipe Database with Local Food Deals • Fitness Video Database • Wellbeing Article Database • Wearable Device/App Integration • Private-labeled Portal (includes logo and URL) • Access to the Navigate Wellbeing App • Administrative Analytics Dashboard with Reporting • Event Scheduler • Incentive Management • Challenges • Photo Gallery • Landing Page • Hub & Featured Posts • Reporting (Year-End, Challenge) • Personal Challenges • Social Wall • Custom Color Scheme • Pulse Surveys • Video Learning • Custom Incentive Tracking	PEPM based on minimum commitment of 800 eligible lives.
Benefit Incentive Tracking Table Ability to display and reward completion status of benefit design activities for participation-based program designs.	**Custom benefit incentive Tracking Table:** • Group and Individual Challenge Tracking • Wellbeing Survey • Biometric Display • Physician Forms • Annual Physical • Age/Gender Screening • Tobacco Affidavit • Client-Specific Program Requirements & Incentive Tracking • Video Learning Tracking • Population Segment Programs (3) • File Feeds (3rd Party or client specific) (10) • Completion Awarding (monthly) • Form Approvals (admin) • Must be in approved Navigate standard file format	Included
Resource Hub Make your platform the hub of your program with links to third-party resources, benefits information, and other sites or documents that would be useful to your participants.	**Resource Hub:** • Allows for cross communication of additional benefits and/or health resources associated with program (i.e. Carrier portal, 401k portal, EAP) • Up to 8 posts included • Link to resources/PDFs • Updated monthly or quarterly or upon request	Included
Wellbeing Survey Navigate's take on a Health Risk Assessment is a series of questions based on our Power of 8 philosophy focusing on purpose, physical, mindfulness, social, balance, nutrition, financial and community.	**Wellbeing Survey:** • A simple, intuitive user experience • Participants are guided through a series of lifestyle health question. • Available online and through our mobile apps • Completed in minutes • Survey "serves up" actionable personal challenges and information to help drive behavior change • End-of-year aggregate employer reporting and real-time dashboard analytics.	Included Customization available, cost to be quoted

Optimized Level Navigate Engagement Platform

Biometric Data Integration A convenient, centralized location where your participants can review third-party biometric data.	**Biometric Data Integration:** • Display third-party biometrics to participant • Color-coded risk status based on national standards • View information on each measure • End of year aggregate employer report • Display historical data • Must be in approved Navigate standard file format	Included
Physician Forms Track annual preventive care visits with a physician form that also collects biometric data.	**Physician Forms:** • Submission of forms is only available through the participant uploading to the portal • Complete data will be uploaded into portal • Biometric display for individual will be available within 10 business days from submission • Forms will be processed "as-is" • Physician forms must be Navigate's form • Additional fees apply for custom forms	$5 per form processing fee for physician forms with biometric data only

Challenges
Our diverse challenge library is built to provide comprehensive wellbeing resources based on our Power of 8 philosophy. Select the challenges that best fit your culture and goals.
	Group Population-Based Challenges:
	• Up to (4) standard population-based challenges
	  ▪ Custom dates
	  ▪ Team or individual participation options
	  ▪ Leaderboards
	  ▪ Library of standard challenges to choose from
	  ▪ Complete marketing campaigns included
	
	Individual/Personal Challenges:
	• Power of 8 Personal Wellbeing Challenges – Large library of individual challenges that provide balanced, robust resources for every participant, no matter where they are on their personal journey.
	
	Snap Challenges:
	• Create your own steps, activity, or weight challenge with our Snap Challenge tool. Whether you're looking for a custom challenge for yourself, friendly competition one-on-one, or want the motivation and support of a group, building your own challenge is a great way to work on your health and have fun with your teammates.
	
	Challenge Stakes:
	• Stakes are intended to be a tool to enhance intrinsic motivation and promote the socio-competitive potential of wellbeing activities. In no way is this tool intended or allowed for the use of gambling.
		Included

Pulse Surveys A simple and effective participant survey tool built into your Navigate platform designed to take the "pulse" of your population.	**Custom Participant Surveys:** • Create custom surveys to gather actionable data on your population, programs, benefits and more • Schedule surveys over time to collect multiple data points to track trends • Get real-time feedback on your program and anything else you'd like to ask about • Up to 12 pulse surveys per year	Included

Optimized Level — Navigate Engagement Platform

Video Learning Video courses with corresponding quizzes that address personal health risks with engaging information provided by Navigate's wellbeing experts.	**Dozens of video learning course topics include:** • Metabolic Syndrome • Heart Health • Weight Management • Physical Activity and Nutrition • Tobacco • Mental Health • Resilience **Each program consists of:** • Video-based learning modules • Courses vary in timing from 1 day to 8 weeks • Many courses include quizzes and action plans	Included
Rewards Mall Drive engagement by letting your audience choose a reward meaningful to them from merchandise, gift card and charitable giving options.	**Standard Navigate Live Amplified Rewards Mall** • Items redeemed within the mall are an additional cost. • Monthly report of issuance, redemption and balance.	* Cost to be Quoted
Administrator Resource Center A dashboard within the Navigate online platform that provides a set of downloadable reports and easy-to-understand dynamic charts and graphs.	**Standard Reports:** • Annual Executive Report* • Incentive Design Report • Challenge User Report • Device Usage Report • Device Report • Points Report • Team Report • Tracker Report • User Report ** Report sent by Navigate*	Included
Marketing / Communications **Wellbeing Program Marketing Materials** Promotional materials to inform and educate participants about the wellbeing program, drive enrollment in group challenges and motivate completion of program requirements.	**Standard Offerings:** **Program Launch** • Portal Launch Flyer* (1) • Portal Launch Email* (1) • Program Overview* (1) • Quartly Check-In Emails (4) • Rewards Mall Redemption Reminders if applicable (4 variable data) • Rewards Mall Promotional Emails if applicable (4) • Rewards Mall Guide • Monthly Wellbeing E-newsletters (12) **Per Challenge** • Registration campaign • Hype Video • Digital Screen • Poster* • Challenge Guide (fixed) • Weekly Newsletter (fixed) • Challenge Completion Email (fixed) ***Client-branded Options Included** • Client logo and custom URL (URL will redirect to client portal) include unique program requirements and incentives • Pricing includes a standard (2) rounds of revisions. Additional rounds of revisions may incur additional fees. *Standard delivery of all Navigate marketing materials are through digital format. Should you need custom marketing materials, native files or printed materials, Navigate will provide scope and quote of said services.*	Included

Optimized Level Navigate Engagement Platform

Administrative Support		
Call Center Support A toll-free number and inbound customer service inbox.	Available for eligible population who have questions related to use of the wellness portal: • Hours of operation: 7:00 a.m. – 7:00 p.m. CST • Closed standard holidays • Custom email/phone/script/year-end reporting • Telephonic translation services are available and will be handled on a project-by-project basis to define requirements and scope. Additional fees apply.	Included Cost to be quoted for translation services.
Account Management Team Full support from an Account Manager and Account Coordinator, from implementation through end of program.	Available as dedicated support for: • Program implementation, • Communication management, • Administrative portal maintenance, • Program strategy support • Client services	Included
Eligibility	Includes: • File feed in Navigate format • Monthly updates delivered via SFTP	Included
Custom Opportunities		
Custom Reporting	Custom report requests will be handled on a project-by-project basis to define requirements and scope. Additional fees apply.	Cost to be Quoted
Custom Marketing	Custom marketing requests and translation services will be handled on a project-by-project basis to define requirements and scope. Additional fees apply.	Cost to be Quoted
Custom Challenges	Custom challenges include any programs selected outside of or significant modification to the library of standard challenges. Custom challenges will be quoted for scope and effort and billed on actual.	Cost to be Quoted $1,500 minimum
Additional Opportunities		
On-site Representation	Have a Navigate representative attend an onsite event.	$500 per person per day + cost of travel
Incentives	Navigate can help provide recommendations as well as order, administer, and ship tangible incentives like t-shirts, workout towels, water bottles, and more.	Quoted upon request

Overview of Fees

Optimized	
3-Year Commitment	$1.61 PEPM Based on Minimum of 800 Lives
Physician Form (per form)	$5

Payment Schedule:

- Monthly PEPM billed on a monthly basis and based on a full population monthly eligibility file
- Rewards Mall dollars (optional) are billed when credits are issued and maintain a prefunded bank based on issuance

SCHEDULE B – Navigate Wellness TRADEMARKS

A) Live Healthy America

B) Navigate Wellbeing Solutions

C) Ignite

D) Power of Eight

E) Live Amplified

SCHEDULE C

HIPAA BUSINESS ASSOCIATE ADDENDUM

To the extent that Customer is a Covered Entity as defined in the HIPAA Privacy Rule (45 CFR § 160.103), the parties agree to the following terms of this Business Associate Addendum ("**BAA**"). The Effective Date of this BAA shall be the Effective Date of the Master Services Agreement between the parties.

RECITALS

A. Customer is a "Covered Entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("**HIPAA**"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services ("**Secretary**"), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 ("**HIPAA Regulations**"); for the purposes of this HIPAA Business Associate Addendum Customer is referred to as "Covered Entity."

B. Navigate Wellness is a "Business Associate" as that term is defined under HIPAA. Business Associate performs Services for or on behalf of Covered Entity, and in performing said Services; Business Associate creates, receives, maintains, or transmits Protected Health Information ("**PHI**"); for the purposes of this HIPAA Business Associate Addendum Navigate Wellness is referred to as "Business Associate."

C. The Parties intend to protect the privacy and provide for the security of PHI Disclosed by Covered Entity to Business Associate, or received or created by Business Associate, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) ("the **HITECH Act**") and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

D. As a Covered Entity, Covered Entity is required under HIPAA to enter into a BAA with Business Associate that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

In consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act, as applicable.

1.1. "**Breach**" shall have the meaning given under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

1.2. "**Designated Record Set**" shall have the meaning given such term under 45 C.F.R. § 164.501.

1.3. **"Disclose"** and **"Disclosure"** mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.

1.4. **"Electronic PHI"** or **"e-PHI"** means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.

1.5. **"Protected Health Information"** and **"PHI"** mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

1.6. **"Security Incident"** shall have the meaning given to such term under 45 C.F.R. § 164.304.

1.7. **"Services"** shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to any service agreement(s) between Covered Entity and Business Associates which may be in effect now or from time to time (**"Underlying Agreement"**), or, if no such agreement is in effect, the services or functions performed by Business Associate that constitute a Business Associate relationship, as set forth in 45 C.F.R. § 160.103.

1.8. **"Unsecured PHI"** shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

1.9. **"Use"** or **"Uses"** mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate's internal operations, as set forth in 45 C.F.R. § 160.103.

1.10. **"Workforce"** shall have the meaning given to such term under 45 C.F.R. § 160.103.

ARTICLE 2: OBLIGATIONS OF BUSINESS ASSOCIATE

2.1. Permitted Uses and Disclosures of Protected Health Information. Business Associate shall not Use or Disclose PHI other than for the for the purposes listed on the signature page hereto for performing the Services, as permitted or required by this BAA, or as Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Covered Entity. However, Business Associate may Use or Disclose PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. To the extent that Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must

comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2.2. Prohibited Marketing and Sale of PHI. Notwithstanding any other provision in this BAA, Business Associate shall comply with the following requirements: (i) Business Associate shall not Use or Disclose PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by this BAA and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (iii) Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii).

2.3. Adequate Safeguards of PHI. Business Associate shall implement and maintain appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.4. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

2.5. Reporting Non-Permitted Use or Disclosure.

2.5.1. Reporting Security Incidents and Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity in writing each Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce or Subcontractors that is not specifically permitted by this BAA no later than three (3) business days after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate shall document and retain records of its investigation of any Breach, including its reports to Covered Entity under this Section 2.5.1. Upon request of Covered Entity, Business Associate shall furnish to Covered Entity the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.5.2 below.

2.5.2. Breach of Unsecured PHI. If Business Associate determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm (which may include the costs of obtaining credit

monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

2.6. Availability of Internal Practices, Books, and Records to Government. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate shall notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate agrees to provide to Covered Entity proof of its compliance with the HIPAA Security Standards.

2.7. Access to and Amendment of Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) days of a request by Covered Entity, Business Associate shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Covered Entity for inspection and copying, or to an individual to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524, or (b) amend the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526. Business Associate shall not Disclose PHI to a health plan for payment or Health Care Operations purposes if and to the extent that Covered Entity has informed Business Associate that the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, consistent with 42 U.S.C. § 17935(a) and 42 C.F.R. § 164.522(a)(1)(vi). If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Covered Entity to enable Covered Entity to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within fifteen (15) days of receipt of a request for access to PHI.

2.8. Accounting. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, within thirty (30) days of receipt of a request from Covered Entity or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate shall notify Covered Entity within fifteen (15) days of receipt of a request by an individual or other requesting party for an accounting of disclosures of PHI.

2.9. Use of Subcontractors. Business Associate shall require each of its Subcontractors that creates, maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such Subcontractors the same restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to PHI.

2.10. Minimum Necessary. Business Associate (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

ARTICLE 3: TERM AND TERMINATION

3.1. Term. The term of this BAA shall be effective as of the Effective Date and shall terminate as of the date that all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with Section 3.3, or on the date that Covered Entity terminates for cause as authorized in Section 3.2, whichever is sooner.

3.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:

3.2.1. Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity may immediately terminate this BAA upon written notice to Business Associate; or

3.2.2. Upon written notice to Business Associate, immediately terminate this BAA if Covered Entity determines that such breach cannot be cured.

3.3. Disposition of Protected Health Information Upon Termination or Expiration.

3.3.1. Upon termination or expiration of this BAA, Business Associate shall either return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a mutually agreed upon format and timeframe, at no additional charge to Covered Entity.

3.3.2. If return or destruction is not feasible, Business Associate shall (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

ARTICLE 4: MISCELLANEOUS

4.1. Amendment to Comply with Law. This BAA shall be deemed amended to incorporate any mandatory obligations of Covered Entity or Business Associate under the HITECH Act and its implementing HIPAA Regulations. Additionally, the Parties agree to take such action as is necessary to amend this BAA from time to time as necessary for Covered Entity to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act.

4.2. Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with

confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to the Underlying Agreement or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 4.3. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

4.3. Relationship of Parties. Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

4.4. Survival. The respective rights and obligations of the Parties under Sections 3.3 and 4.2 of this BAA shall survive the termination of this BAA.

4.5. Applicable Law and Venue. This BAA shall be governed by and construed in accordance with the laws of the State of Florida (without regards to conflict of laws principles).

SCHEDULE D

BUSINESS ASSOCIATE SUBCONTRACTOR ADDENDUM

To the extent that Customer is a Business Associate as defined in the HIPAA Privacy Rule (45 CFR § 160.103), the parties agree to the following terms of this Business Associate Subcontractor Addendum ("**BAA**"). For the purposes of this BAA, Customer shall be "**Business Associate 1**" and Navigate Wellness shall be "**Business Associate 2**" each a "**Party**" and collectively, the "**Parties**". The Effective Date of this BAA shall be the Effective Date of the Master Services Agreement between the parties.

RECITALS

A. Business Associate 1 is a "Business Associate" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("**HIPAA**"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services ("**Secretary**"), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 ("**HIPAA Regulations**");

B. Business Associate 2 performs Services for or on behalf of Business Associate 1, and in performing said Services, Business Associate 2 creates, receives, maintains, or transmits Protected Health Information ("**PHI**");

C. The Parties intend to protect the privacy and provide for the security of PHI Disclosed by Business Associate 1 to Business Associate 2, or received or created by Business Associate 2, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) ("the **HITECH Act**") and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

D. As a Business Associate 1, Business Associate 1 is required under HIPAA to enter into a BAA with Business Associate 2 that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

In consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act, as applicable.

"**Breach**" shall have the meaning given under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

"**Designated Record Set**" shall have the meaning given such term under 45 C.F.R. § 164.501.

"**Disclose**" and "**Disclosure**" mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate 2 or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.

"**Electronic PHI**" or "**e-PHI**" means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.

"**Protected Health Information**" and "**PHI**" mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

"**Security Incident**" shall have the meaning given to such term under 45 C.F.R. § 164.304.

"**Services**" shall mean the services for or functions on behalf of Business Associate 1 performed by Business Associate 2 pursuant to any service agreement(s) between Business Associate 1 and Business Associate 2(s) which may be in effect now or from time to time ("**Underlying Agreement**"), or, if no such agreement is in effect, the services or functions performed by Business Associate 2 that constitute a Business Associate relationship, as set forth in 45 C.F.R. § 160.103.

"**Unsecured PHI**" shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

"**Use**" or "**Uses**" mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate 2's internal operations, as set forth in 45 C.F.R. § 160.103.

"**Workforce**" shall have the meaning given to such term under 45 C.F.R. § 160.103.

ARTICLE 2: OBLIGATIONS OF BUSINESS ASSOCIATE

2.1. Permitted Uses and Disclosures of Protected Health Information. Business Associate 2 shall not Use or Disclose PHI other than for the for the purposes listed on the signature page hereto for performing the Services, as permitted or required by this BAA, or as Required by Law. Business Associate 2 shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Business Associate 1. However, Business Associate 2 may Use or Disclose PHI (i) for the proper management and administration of Business Associate 1; (ii) to carry out the legal responsibilities of Business Associate 1, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate 2 obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate 2 to such person, and that such person will notify Business Associate 1 of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Business Associate 1. To the extent that Business Associate 2 carries out one or more of Business Associate 1's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate 2 must comply with the requirements of Subpart E that apply to the Business Associate 1 in the performance of such obligations.

2.2. Prohibited Marketing and Sale of PHI. Notwithstanding any other provision in this BAA, Business Associate 2 shall comply with the following requirements: (i) Business Associate 2 shall not Use or Disclose PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by this BAA and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (iii) Business Associate 2 shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Business Associate 1 and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii).

2.3. Adequate Safeguards of PHI. Business Associate 2 shall implement and maintain appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate 2 shall reasonably and appropriately protect the confidentially, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of Business Associate 1 in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.4. Mitigation. Business Associate 2 agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate 1 of a Use or Disclosure of PHI by Business Associate 2 in violation of the requirements of this BAA.

2.5. Reporting Non-Permitted Use or Disclosure.

2.5.1. Reporting Security Incidents and Non-Permitted Use or Disclosure. Business Associate 2 shall report to Business Associate 1 in writing each Security Incident or Use or Disclosure that is made by Business Associate 2, members of its Workforce or Subcontractors that is not specifically permitted by this BAA no later than three (3) business days after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate 2 shall investigate each Security Incident or non-permitted Use or Disclosure of Business Associate 1's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate 2 shall document and retain records of its investigation of any Breach, including its reports to Business Associate 1 under this Section 2.5.1. Upon request of Business Associate 1, Business Associate 2 shall furnish to Business Associate 1 the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate 2 shall comply with the additional requirements of Section 2.5.2 below.

2.5.2. Breach of Unsecured PHI. If Business Associate 2 determines that a reportable Breach of Unsecured PHI has occurred, Business Associate 2 shall provide a written report to Business Associate 1 without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate 2, Business Associate 2's written report to Business Associate 1 shall be in accordance with 45 C.F.R. §164.410(c). Business Associate 2 shall cooperate with Business Associate 1 in meeting Business Associate 1's obligations under the HITECH Act with respect to such Breach. Business Associate 1 shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act. Business Associate 2 shall reimburse Business Associate 1 for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

2.6. Availability of Internal Practices, Books, and Records to Government. Business Associate 2 agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI received from, or created or received by the Business Associate 2 on behalf of Business Associate 1 available to the Secretary for purposes of determining Business Associate 1's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate 2 shall notify Business Associate 1 of all requests served upon Business Associate 2 for information or documentation by or on behalf of the Secretary. Business Associate 2 agrees to provide to Business Associate 1 proof of its compliance with the HIPAA Security Standards.

2.7. Access to and Amendment of Protected Health Information. To the extent that Business Associate 2 maintains a Designated Record Set on behalf of Business Associate 1 and within fifteen (15) days of a request by Business Associate 1, Business Associate 2 shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Business Associate 1 for inspection and copying, or to an individual to enable Business Associate 1 to fulfill its obligations under 45 C.F.R. § 164.524, or (b) amend the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets to enable the Business Associate 1 to fulfill its obligations under 45 C.F.R. § 164.526. Business Associate 2 shall not Disclose PHI to a health plan for payment or Health Care Operations purposes if and to the extent that Business Associate 1 has informed Business Associate 2 that the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, consistent with 42 U.S.C. § 17935(a) and 42 C.F.R. § 164.522(a)(1)(vi). If Business Associate 2 maintains PHI in a Designated Record Set electronically, Business Associate 2 shall provide such information in the electronic form and format requested by the Business Associate 1 if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Business Associate 1 to enable Business Associate 1 to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate 2 shall notify Business Associate 1 within fifteen (15) days of receipt of a request for access to PHI.

2.8. Accounting. To the extent that Business Associate 2 maintains a Designated Record Set on behalf of Business Associate 1, within thirty (30) days of receipt of a request from Business Associate 1 or an individual for an accounting of disclosures of PHI, Business Associate 2 and its Subcontractors shall make available to Business Associate 1 the information required to provide an accounting of disclosures to enable Business Associate 1 to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate 2 shall notify Business Associate 1 within fifteen (15) days of receipt of a request by an individual or other requesting Party for an accounting of disclosures of PHI.

2.9. Use of Subcontractors. Business Associate 2 shall require each of its Subcontractors that creates, maintains, receives, or transmits PHI on behalf of Business Associate 2, to execute a Business Associate Agreement that imposes on such Subcontractors the same restrictions, conditions, and requirements that apply to Business Associate 2 under this BAA with respect to PHI.

2.10. Minimum Necessary. Business Associate 2 (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

ARTICLE 3: TERM AND TERMINATION

3.1. Term. The term of this BAA shall be effective as of the Effective Date and shall terminate as of the date that all of the PHI provided by Business Associate 1 to Business Associate 2, or created or received by Business Associate 2 on behalf of Business Associate 1, is destroyed or returned to Business

Associate 1, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with Section 3.3, or on the date that Business Associate 1 terminates for cause as authorized in Section 3.2, whichever is sooner.

3.2. Termination for Cause. Upon Business Associate 1's knowledge of a material breach or violation of this BAA by Business Associate 2, Business Associate 1 shall either:

3.2.1. Notify Business Associate 2 of the breach in writing, and provide an opportunity for Business Associate 2 to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate 2 fails to cure the breach or end the violation within such time period to the satisfaction of Business Associate 1, Business Associate 1 may immediately terminate this BAA upon written notice to Business Associate 2; or

3.2.2. Upon written notice to Business Associate 2, immediately terminate this BAA if Business Associate 1 determines that such breach cannot be cured.

3.3. Disposition of Protected Health Information Upon Termination or Expiration.

3.3.1. Upon termination or expiration of this BAA, Business Associate 2 shall either return or destroy all PHI received from, or created or received by Business Associate 2 on behalf of Business Associate 1, that Business Associate 2 still maintains in any form and retain no copies of such PHI. If Business Associate 1 requests that Business Associate 2 return PHI, PHI shall be returned in a mutually agreed upon format and timeframe, at no additional charge to Business Associate 1.

3.3.2. If return or destruction is not feasible, Business Associate 2 shall (a) retain only that PHI which is necessary for Business Associate 2 to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Business Associate 1 the remaining PHI that Business Associate 2 still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate 2 retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Business Associate 1 the PHI retained by Business Associate 2 when it is no longer needed by Business Associate 2 for its proper management and administration or to carry out its legal responsibilities.

ARTICLE 4: MISCELLANEOUS

4.1. Amendment to Comply with Law. This BAA shall be deemed amended to incorporate any mandatory obligations of Business Associate 1 or Business Associate 2 under the HITECH Act and its implementing HIPAA Regulations. Additionally, the Parties agree to take such action as is necessary to amend this BAA from time to time as necessary for Business Associate 1 to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act.

4.2. Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to the Underlying Agreement or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 4.3. Notices shall be deemed received on the

earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

4.3. Relationship of Parties. Business Associate 2 is an independent contractor and not an agent of Business Associate 1 under this BAA. Business Associate 2 has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate 2 obligations under this BAA.

4.4. Survival. The respective rights and obligations of the Parties under Sections 3.3 and 4.2 of this BAA shall survive the termination of this BAA.

4.5. Applicable Law and Venue. This BAA shall be governed by and construed in accordance with the laws of the State of Florida (without regards to conflict of laws principles).

Navigate Wellness MASTER SERVICES AGREEMENT

THIS Navigate Wellness SERVICES AGREEMENT (this "Agreement") is entered into effect as of the date of execution by both parties by and between Navigate Wellness, LLC, d/b/a Navigate Wellbeing Solutions an Iowa limited liability company, ("Navigate Wellness") and Suwannee County School District ("Customer"). Navigate Wellness and Customer shall collectively be referred to herein as "Parties" and individually as a "Party".

RECITALS

A. Navigate Wellness provides wellness education, wellbeing initiatives, health challenges, competitive events, and tracking services through online, web-based tracking tools and related technology and distributes and licenses said products to third parties for use by their employees and participants;

B. Customer provides wellness programs to its participants;

C. Navigate Wellness desires to license its wellness and health programs and services to Customer and Customer desires to license the wellness and health programs of Navigate Wellness for use by Customer's participants.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained herein, the Parties agree as follows:

1.0 SERVICES

1.1. Navigate Wellness hereby licenses to Customer the non-exclusive right to use the Navigate programs set forth and described on Schedule A attached hereto (the "**Navigate Programs**") for use by the Customer's participants designated on Schedule A attached hereto. The Navigate Programs will include the Navigate Wellbeing Solutions Web-based health, fitness and wellness portal and programs that motivate and teach individuals and organizations to make positive and lasting changes to achieve a healthy lifestyle through increased physical activity and proper nutrition (the "**Program**"). Navigate Wellness will also provide the services for the development and ongoing operation of the Navigate Programs as described on Schedule A. The license granted to Customer under this Section 1.1 shall not include or apply to any part of any services or programs of Navigate Wellness that is not expressly included and described on Schedule A. Customer is prohibited from rebranding the Navigate Programs or from sublicensing or selling the Navigate Programs to third parties. Navigate Wellness retains all right, title and interest in and to the Navigate Programs, including the Program.

1.2. Customer shall purchase as set forth in Schedule A and use the Navigate Programs only in a manner consistent with the terms and conditions of this Agreement and such use shall be limited solely to use of the Navigate programs by the Customer's participants.

2.0 TERM AND TERMINATION

2.1. This Agreement shall commence 90 days from the contract Effective Date or the portal launch date whichever comes first and continue for one (1) year thereafter or as may be extended from time to time as provided in this Section 2.1 (the "Term").

2.2. Either party may terminate this Agreement at any time in the event of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of delivery to the breaching party of written notice describing such breach to the other party.

2.3. Either party may immediately terminate this Agreement by giving written notice to the other party if: (a) the other party becomes insolvent or has a petition brought by or against it under the bankruptcy or insolvency laws of any jurisdiction; (b) the other party makes an assignment for the benefit of creditors; or (c) if a receiver, trustee or similar agent is appointed with respect to any property or business of the other party.

2.4. Further, either party may terminate this Agreement without cause upon ninety (90) days written notice in accordance with the notice provisions set forth in the Notices provision herein.

2.5. Upon termination or expiration of this Agreement, unless otherwise mutually agreed upon, Navigate Programs for all participants of Customer shall terminate as of the end of the current term. Navigate Wellness will provide final reports using the Navigate standard reporting forms reflecting final activity of the Navigate Programs. Upon termination or expiration of this Agreement, Customer shall have no further access to the Navigate Programs and shall immediately cease use of any Navigate Marks and content provided. Customer shall pay Navigate Wellness all amounts accrued prior to and through the termination or expiration of this Agreement in full within thirty (30) days thereof and shall promptly pay Navigate Wellness all amounts accrued in performing Navigate Programs following termination for Customer participants until the end of their respective term with Customer.

2.6. Upon termination or expiration of this Agreement, (a) all rights granted by Navigate Wellness to Customer shall immediately terminate, (b) Customer shall cease using or distributing any materials relating to the Navigate Programs or which use or refer to any Navigate Mark, and (c) Customer shall immediately return or destroy all Confidential Information of Navigate Wellness in the possession of Customer.

2.7. Early termination of the contract will result in the customer paying within 30 days from termination date, a prorated cost based upon services utilized.

3.0 PRICE, PAYMENT AND PERFORMANCE AND SECURITY GUARANTEES

3.1. Prices and fees for the Navigate Programs and any additional payment requirements shall be as set forth on Schedule A attached hereto.

3.2. Navigate Wellness may increase fees at any renewal of the Term by providing Customer with written notice of the new prices and fees and a new Schedule A.

3.3. Navigate Wellness will commence invoicing Customer for the implementation fee on the implementation date listed on the administration form prepared for each Navigate Program. The invoicing of the monthly portal fee, whether PEPM or flat fee will, commence upon portal launch date. Subject to the terms and conditions hereof, Customer shall pay invoices received from Navigate Wellness within thirty days (30) days of the date of receipt by Customer of such invoice and report. Interest shall accrue at the rate of four percent (4%) per annum on the balance of any invoices that remain unpaid within thirty (30) days of the date of the invoice. Notwithstanding any provision in this Agreement to the contrary, and in addition to any other remedies available to Navigate Wellness, Navigate Wellness may cease providing Navigate Programs under this

Agreement if any invoice remains unpaid in full sixty (60) days after the date of the invoice. Navigate Wellness shall not be obligated to commence Navigate Programs until all invoices have been paid in full. The parties shall work together to mutually resolve any disputes arising with respect to any invoice.

3.4. All payments must be made in United States dollars. Customer shall be solely responsible for the payment of any applicable sales, use or similar taxes relating to the Navigate Programs.

4.0 PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

4.1 All right, title and interest in and to the Navigate Programs and all materials and services provided thereunder, including, without limitation, all text, graphics, animation, audio and/or digital video components and all other components of the Navigate Program and related services, and any website of Navigate Wellness devoted to or used in connection with such Navigate Programs and/or related services (the "**Website**") and the Software (as defined below) (the Website and Software together referred to as the "**Content**"), including without limitation, any copyrights, trade secrets and other intellectual property rights therein, is and shall at all times be owned and held by Navigate Wellness and/or its licensors, as the case may be. Customer shall not create or develop any program or service that uses all or any part of the Content in any manner for any purpose unless expressly granted by Navigate Wellness in writing.

4.2 All right, title and interest in and to any computer code developed by Navigate Wellness (both source and object), including, but not limited to, all interfaces, navigational devices, menus, menu structures of arrangement, icons, help and other operational instructions and the literal and nonliteral expressions of ideas that operate, cause, create, direct, manipulate, access or otherwise effect the Content in the Navigate Programs and the related services (the "**Software**"), including, without limitation, any copyrights, trade secrets and other intellectual or industrial property rights, are and shall at all times be owned and held by Navigate Wellness and/or its licensors, as the case may be. Customer shall not modify, decompile, disassemble, reverse engineer or reconstruct, reconfigure or develop derivative works based upon any of the Software, Content or related documentation or other intellectual property of Navigate Wellness or its licensors, as the case may be.

4.3 All right, title and interest in and to all Navigate Marks are and shall at all times be owned and held by Navigate Wellness and/or its licensors, as the case may be. The term "**Navigate Marks**" shall mean any names, trademarks, trade names, service marks, logos, or similar proprietary rights owned or developed by Navigate Wellness including, without limitation, the tradenames and trademarks set forth on Schedule B.

4.4 Customer shall not use the Navigate Marks for any purpose unless expressly granted by Navigate Wellness in writing. Nothing in this Agreement shall be construed a transfer of grant to Customer any right, title, interest, or license in or to any intellectual property of Navigate Wellness, including the LHA Marks, except as expressly provided in this Agreement.

4.5 Any ideas, discoveries, inventions, patents, products, copyright works or other information (collectively "**Work Product**") developed in whole or in part in connection with the Navigate Programs provided under this Agreement will be and remain the exclusive property of Navigate Wellness.

4.6 Both during the Term and at any time thereafter, Customer agrees to execute and deliver any documents reasonably requested by Navigate Wellness to affect any of the provisions of this Section.

4.7 Customer acknowledges that Navigate Wellness and/or its licensors, as the case may be, retain exclusive rights in and ownership of the Navigate Programs, Content, Software, related services and the Navigate Marks, and all intellectual property and goodwill associated therewith. Nothing in this Agreement shall be construed to transfer or grant to Customer any right, title, interest or license in or to the Navigate Programs, Content, Software or the Navigate Marks.

4.8 Customer acknowledges and agrees that any breach, attempted breach or repudiation of this Section 4.0 (Proprietary Rights and Intellectual Property) by such party would produce irreparable harm to the other party, for which no adequate remedy would exist at law. The parties agree that specific performance and/or injunctive relief shall be remedies available to the parties to enforce the terms of this Section 4.0 or to prevent the breach, attempted breach or repudiation of any provision of this Section 4.0. Such remedies shall be in addition to any other remedies that the parties may have under this Agreement, at law, in equity or otherwise.

5.0 INDEMNITY

5.1 Navigate Wellness agrees to defend, indemnify, and hold harmless Customer from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, settlements, costs or expenses, including without limitation reasonable legal fees (the "Damages") arising out of or in connection with any of the following:

(a) any claim in connection with Navigate Wellness's grossly negligent or willful acts or omissions in performing the Navigate Programs; or

(b) any violation by Navigate Wellness of any applicable governmental laws, rules, ordinances, or regulations.

5.2 Customer agrees to defend, indemnify, and hold harmless Navigate Wellness and its directors, managers, officers, employees, subcontractors, licensors, and other representatives (the "Navigate Indemnitees") from and against any and all Damages arising out of or in connection with any of the following:

(a) any claim relating to the inaccuracy or misleading nature of any information or content provided by Customer for use with or incorporation into the Navigate Programs, the Website, or any other content, deliverables or materials prepared or used in connection with such Navigate Programs or the related services or the Website (the "**Customer Content**") or any claim relating to the infringement of the Customer Content of any copyright, patent, trademark, industrial design, trade secret or other intellectual or proprietary right of any third party; or

(b) any claim relating with any representations, warranties, guarantees, indemnities, similar claims or other commitments with respect to the Navigate Programs made by Customer that are additional to or inconsistent with any than existing representations, warranties, guarantees, indemnities, similar claims or other commitments in this Agreement or any written documentation provided by Navigate Wellness to Customer;

(c) any breach by Customer of any of its obligations under this Agreement, including, without limitation, those provided in Sections 7.0 and 8.0 of this Agreement; or

(d) any violation by Customer of any applicable governmental laws, rules, ordinances, or regulations.

5.3 Notwithstanding anything in this Agreement to the contrary, each party shall assume full responsibility for any and all Damages related to its indemnification obligations under this Section with respect to claims against the other party by third parties.

5.4 In the event of any indemnification claim under this Section, the party making such claim shall: (a) promptly notify the other party of such claim; (b) at the indemnifying party's expense, reasonably cooperate with the indemnifying party in the defense thereof (which defense the indemnifying party shall be entitled to control); and (c) not settle any such claims without the indemnifying party's prior written consent, which indemnifying party agrees not to unreasonably withhold. The indemnifying party shall: (a) keep the other party informed at all times as to the status of the indemnifying party's efforts and shall consult with the other party concerning the indemnifying party's efforts; and (b) not settle the claim without the other party's prior written consent, which shall not be unreasonably withheld.

6.0 LIMITATION OF LIABILITY; WARRANTIES

6.1 EXCEPT AS SET FORTH IN SECTIONS 5.1 AND 5.2 ABOVE OR SECTION 7.0 BELOW, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES (WHETHER FORSEEABLE OR NOT), ARISING OUT OF OR IN CONNECTION WITH THE LHA PROGRAMS OR THIS AGREEMENT. THE TOTAL LIABILITY OF NAVIGATE WELLNESS TO CUSTOMER AND ANY OTHER PERSON UNDER THIS AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO NAVIGATE WELLNESS FOR THE NAVIGATE PROGRAMS AND SERVICES PERFORMED UNDER THIS AGREEMENT WHEN THE INITIAL EVENT OR OCCURRENCE GIVING RISE TO A CLAIM OCCURRED.

6.2 THE NAVIGATE PROGRAMS, CONTENT, RELATED SERVICES AND ANY DELIVERABLES OR OTHER MATERIALS PROVIDED IN CONNECTION THEREWITH ARE PROVIDED "AS IS" AND NAVIGATE WELLNESS MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS RELATING TO THE NAVIGATE PROGRAMS, CONTENT, RELATED SERVICES AND SUCH DELIVERABLES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.0 CONFIDENTIALITY

7.1 The parties hereto acknowledge and agree that Customer may, in connection with the Navigate Programs contemplated by this Agreement, be provided with and/or have access to certain Confidential Information (as defined below) of Navigate Wellness. For purposes of this Section, "**Confidential Information**" shall mean any information in any form disclosed by Navigate Wellness to Customer, including, without limitation, the following types of information (whether in oral, written, graphic or electronic form or any document, diagram, drawing, or program in any format, and whether or not marked "confidential", "proprietary" or the like): know-how, data,

processes, techniques, designs, programs, formulas, work in process, inventions, trade secrets, business strategies and methods, records, reports, terms of contracts with third parties, information relative to any past, present or prospective customers or clients (including without limitation any protected health or personally identifiable information therein) and marketing, financial, product, service, pricing, sales, supplier, vendor, client, employee, investor or other business information (hereafter collectively referred to as "Confidential Information"). Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is or becomes generally available to the public through no wrongful act of Customer, (ii) was in the rightful possession of Customer prior to Navigate Wellness's disclosure (provided that such prior possession can be substantiated by Customer), (iii) was rightfully obtained from a third party having no obligation to Navigate Wellness to maintain confidentiality of such information; or (iv) is independently developed by Customer without reference to or reliance upon the Confidential Information.

7.2 Customer shall hold the Confidential Information in strictest confidence and exercise commercially reasonable efforts to protect the confidentiality of the Confidential Information and, at a minimum, Customer will take such action to protect the Confidential Information as Customer takes to protect the confidentiality of its own similar confidential information. Unless compelled by legal process, Customer shall not, at any time, directly or indirectly, disclose any Confidential Information to any third party or use any Confidential Information for its own benefit or the benefit of any third party; provided, however, that Customer may disclose Confidential Information to only those of its directors, officers, employees and representatives who need to know such information for the sole purposes of fulfilling the purposes of this Agreement (but only to the extent strictly necessary to carry out the purposes for which such information is disclosed); provided, further, that Customer shall be liable for any breach of this Agreement by such directors, officers, employees and representatives. Customer and its directors, officers, employees and representatives shall only use the Confidential Information to fulfill the purposes of this Agreement and under no circumstances shall any of them use such information in any manner or for any purpose competitive with Navigate Wellness or the Navigate Programs.

7.3 If Customer becomes legally compelled to disclose any Confidential Information it shall provide Navigate Wellness with prompt written notice of such requirement prior to disclosure so that Navigate Wellness may seek appropriate relief. If such relief is not obtained, Customer will then furnish only that portion of the Confidential Information that Customer is legally required to furnish and shall use commercially reasonable efforts to assist Navigate Wellness in obtaining assurances that such Confidential Information will be accorded confidential treatment.

7.4 The Confidential Information and all of the rights therein or related thereto are, and shall at all times remain, the property of Navigate Wellness. Nothing in this Agreement shall be construed as granting to Customer any right, title or interest, by license or otherwise, in, to or associated with any Confidential Information.

7.5 Upon the expiration or termination of this Agreement for any reason whatsoever, or upon Navigate Wellness's earlier request, Customer shall promptly return to Navigate Wellness all Confidential Information (including, except as hereafter provided, all copies thereof in any form whatsoever).

7.6 If determined necessary, Customer and Navigate Wellness agree to enter into a mutually agreeable Business Associate Agreement for purposes of setting forth the obligations of the parties for disclosure and receipt of protected health information in substantially the same form as set forth on Schedule C.

7.7 Each party acknowledges that any violation of the provisions of this Section by Customer may cause Navigate Wellness immediate and irreparable damage for which Navigate Wellness cannot be adequately compensated by monetary damages. Therefore, in the event of any such breach, Navigate Wellness shall be entitled to seek preliminary or other injunctive relief, an order for specific performance, and any other equitable relief that a court may determine to be appropriate. The parties agree that such equitable relief will be in addition to any damages or other remedies provided by law and otherwise available to Navigate Wellness.

8.0 BRANDING

8.1 Customer shall not have any right to use any Navigate Marks in any way or in any advertising or other materials provided to third parties, unless Navigate Wellness provides its prior written consent to the same, and subject at all times to the applicability of Section 4.0. Navigate Wellness will have a reasonable amount of time to review and approve all proposed Website content and advertising or promotional material utilizing the Navigate Marks in connection with the Navigate Programs. Navigate Wellness will have the right to object or correct such Website content and advertising or promotional material within a reasonable amount of time after receiving copies of such materials. Customer shall promptly notify Navigate Wellness in writing of any unauthorized use or infringement of any Navigate Mark of which Customer is or becomes aware. Customer agrees that the Navigate Programs, related services and any related deliverables, the Website, advertising or promotional materials or any other content or materials relating to the Navigate Programs or the related services incorporating any Navigate Mark shall bear such trademark and/or copyright notices as Navigate Wellness may require. Customer shall not alter, amend or remove any such trademark and/or copyright notices from any such related deliverables, Website, advertising or promotional materials or other materials or content relating to the Navigate Programs or the related services without the prior written consent of Navigate Wellness.

8.2 With the prior written consent of Navigate Wellness, Customer may use its own name, trademarks, trade names, service marks, logos or other proprietary designations of Customer ("Customer Marks") on any marketing and advertising materials used in connection with the Navigate Programs or Website, as such use is mutually agreeable to the parties hereto.

8.3 Customer grants to Navigate Wellness a royalty-free, non-exclusive license to use and display, during the Term, the Customer Marks pre-approved by Customer for the purpose of providing the Navigate Programs; provided, however, such license is limited solely for use in connection with the Navigate Programs and any advertising or other promotional activities relating thereto.

8.4 Neither party shall (a) issue any news release or public communication referencing the other party or its affiliates (or their activities with the other party), or (b) quote the opinion of any employee, subcontractor and/or other representative of the other party, and/or (c) disclose the existence of this Agreement or the relationship between the parties, unless such party has first provided a copy of the proposed news release, public communication, advertising or other applicable material to the other party and has obtained the prior written consent of the other party to the same. In the event that a party is obligated to issue a press release due to legal or regulatory requirements, the other party shall not prevent the issuance of such press release provided that such party has an opportunity to review such press release and that the contents of such press release are factually accurate.

9.0 GENERAL

9.1 Entire Agreement: This Agreement and the Schedules attached hereto, which are hereby incorporated by reference, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written.

9.2 Survival of Terms: Regardless of the circumstances of termination or expiration of this Agreement, the provisions of this Agreement which by its nature extend beyond the termination or expiration hereof will survive according to their respective terms, including, but not limited to, the provisions of: 4.0 ("Proprietary Rights and Intellectual Property"), 6.0 ("Limitation of Liability; Disclaimer of Warranties"), and 9.0 ("General"). Section 7.0 ("Confidentiality") shall survive indefinitely.

9.3 Relationship of the Parties: Navigate Wellness, its employees, subcontractors and other representatives (collectively, "Personnel") shall act solely as independent contractors in relation to Customer and its affiliates. Nothing in this Agreement, any Schedule or other attachment hereto constitutes or should be construed as creating a partnership, joint venture, principal-agent, or an employer-employee relationship between Customer or its affiliates and Navigate Wellness or its Personnel.

9.4 Non-Solicitation: During the term of this Agreement, and for a period of one (1) year immediately thereafter, Client agrees not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise, nor shall Client induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

9.5 Force Majeure: No party to this Agreement shall hold the other party liable for failure to comply with any of the terms or provisions of this Agreement (other than a failure to make any payment due hereunder) where such failure to comply has been caused by a "force majeure" event, which shall mean an act of God, force of nature, fire, or other casualty, expropriations or war-like activity, utility failure, insurrection, or civil commotion, shortage of raw materials or supplies, labor strikes or unrest, or other similar act or event beyond the other party's reasonable control.

9.6 Amendments; Waivers, Assignment: No waiver of any term or condition of this Agreement shall be valid unless in writing and signed by an authorized representative of both parties, and will be limited to the specific situation for which it is given. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink wrap or click wrap agreements, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement shall be valid unless set forth in writing and signed by authorized representatives of both parties. Neither Party may assign any of its rights under the Agreement, voluntarily or involuntarily, except (a) with the consent of the other Party, which shall not be unreasonably withheld; (b) by merger, consolidation, dissolution, or operation of law; (c) to a person or entity that acquires all or substantially all of its assets; or (d) to a parent company or any affiliate or subsidiary, provided that any such assignee agrees in writing to be bound by the terms of the Agreement. Any purported assignment of rights in violation of this Section is void. Any assignment in violation of the preceding sentence shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.

9.7 Notices: Any notice required under or permitted by this Agreement must be delivered by certified or registered mail, return receipt requested, postage prepaid or by facsimile transmission and addressed as follows or to such other addresses as may be designated by notice from one party

to the other, all such notices being effective on the date received or, if mailed as set forth above, three (3) days after the date of mailing:

(a) If to Customer:	Suwannee County School District Attn: Ted L. Roush, Superintendent 1729 Walker Avenue, SW, Suite 200 Live Oak, FL 32064
(b) if to Navigate Wellness:	Navigate Wellness, LLC Attn: Troy W. Vincent 1300 Walnut Street, Suite 200 Des Moines, Iowa 50309
With copy to:	Thomas D. Johnson BrownWinick Law Firm 666 Grand Avenue, Suite 2000 Des Moines, Iowa 50309

9.8 Severability; Headings: Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is found to be invalid, void or unenforceable, it will be severed from the rest of the Agreement and a new provision will be deemed added to this Agreement to accomplish to the extent possible the intent of the parties as evidenced by the provision so severed. The headings used in this Agreement have no legal effect and shall not affect the interpretation of this Agreement.

9.9 Remedies: Except as may be otherwise provided in this Agreement, the rights or remedies of the parties hereunder are not exclusive, and either party is entitled alternatively or cumulatively, subject to the other provisions of this Agreement, to damages for breach, to apply for an order from an appropriate court requiring specific performance, or to any other remedy available at law or in equity.

9.10 Governing Law: This Agreement is governed by and construed in accordance with the applicable laws of the State of Florida (excluding any conflict of laws rule or principle which might require application of the laws of another jurisdiction). The parties consent to the exclusive jurisdiction of the courts of the State of Florida for the purpose of any action or proceeding brought by either of them in connection with or arising out of this Agreement.

9.11 Counterparts: This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Both parties agree that the receipt of a facsimile signature or a PDF format signature in the space provided below will represent final execution and acceptance of the terms and conditions contained in the Agreement. Any copy of this Agreement made by reliable means (e.g., photocopy or facsimile) shall be considered an original.

9.12 Sovereign Immunity: Nothing contained in this Agreement shall be interpreted or construed to mean that the Client waives its common law sovereign immunity or the limits of liability set forth in Florida statutes.

9.13 Public Records: For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see SCHEDULE D which is incorporated by reference herein.

[Signature Page for Services Agreement]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date first written above.

Navigate Wellness:
Navigate Wellness, LLC

By: _____

Troy Vincent

CEO & Founder

Suwannee County School District:

By: _____

Name: Ted. L. Roush

Title: Superintendent of Schools

Date: NOV 1 3 2018

By: _____

Name: Jerry Taylor

Title: Board Chairman

Date: NOV 1 3 2018

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

SCHEDULE A – NAVIGATE PROGRAMS & FEES

Navigate Online Platform	Optimized Program	Value Add Options

Navigate Program/Portal
A robust, interactive web portal that provides our clients the ability to engage local employer groups and their employees in better nutrition, increased physical activity, purpose, social and community wellbeing.
	Year-round Portal Access:
	• Landing/Splash Page to Promote Services
	• Customized Client Logo
	• 365 Activity Tracker: Activity Minutes, Nutrition, Steps, Weight, Sleep
	• Message Center
	• Activity Feed / Social Integration
	• Personalized User Experience
	• Recipe Database, Meal Planner
	• Local Weekly Food Specials
	• Leaderboards
	• Wearable and Application Integration
	• Fitness Videos
	• Rewards Mall Access: Optional
	  ▪ Standard Live Amplified Catalog Included
	
	Benefit Incentive Tracking Table:
	Ability to show completion status of activities. Tracking options:
	• Simple attestation
	• Participation file feed from partner
	  ▪ Must be in approved Navigate standard file layout/format
	• Verified activity
		• Incentives available. Additional fees may apply.
		
		• SSO Integration
		  ▪ SAML 2.0 – Flat Fee $500
		  ▪ Other requirements will require a quote for scope and effort
		
		• Custom rewards mall catalog (Pricing to be quoted)

Wellbeing Survey (Health Risk Assessment) Navigate's approach to a Health Risk Assessment. The survey provides a more holistic method of providing actionable information back to the participant and aggregate data back to our clients **Biometric Data Integration** Gives you a convenient, centralized location where your participants can review third-party biometric data	**Wellbeing Survey:** Asks a series of questions based upon our Power of 8 philosophy focusing on purpose, physical, brainy, peer-to-peer, balance, nutrition, financial and community. • Survey recommends relevant individual challenges and information to help drive behavior change • End of year aggregate employer report **Biometric data integration and display:** • Display third-party biometrics to participant • Color coded risk level based on National Standards • View information on each measure • End of year aggregate employer report • Display up to 5 years of historical data. ▪ Must be in approved Navigate standard file layout/format	
Physician Forms	• Submission of forms is only available through the participant uploading to the portal. • Complete data will be uploaded into Portal Biometric display for individual within 10 business days. • Forms will be processed "as-is."	$5 per form processing fee

Challenges
Our wellbeing challenges were designed with comprehensive wellbeing and the Power of 8 philosophy in mind. With a diverse set of options, you choose the right challenges for your audience and your culture.
	• Up to (4) Standard Population-Based Challenges
	  ◦ Custom Dates
	  ◦ Team or Individual Participation Options
	  ◦ Library of Standard Challenges to Choose From
	• Power of 8 Personal Wellbeing Challenges
		Custom Challenge Options:
		• Custom challenges include any programs selected outside of or significant modification to the library of standard challenges
		• Custom challenges will be quoted for scope and effort and billed on actual
		• $1,500.00 Flat fee minimum

Administrator Resource Center A dashboard within the Navigate Online Platform that provides a set of downloadable reports.	Standard Reports • Challenge User Report • Device Usage Report • Device Report • Points Report • Team Report • Tracker Report • User Report	• Custom report requests will be handled on a project-by-project basis to define requirements and effort. Additional fees may apply.

Marketing/ Communications	Optimized Program	Value Add Options
Challenge/Campaign Marketing Materials Marketing materials and promotional materials to recruit participants in challenges.	Marketing materials are private-labeled with client logo • Hype Videos • How to register flyer • Portal overview flyer • Posters (coming soon, challenge) • Recording reminders • Challenge E-newsletters • Supplemental monthly wellbeing communications Client-branded customization options included • Client logo and custom subdomain (ex. ClientName.livehealthyignite.com) • Includes content updates to enhance and promote challenges • Can be customized for requirements and incentives Pricing includes a standard (2) rounds of revisions. Additional rounds of revisions could result in additional fees	*Marketing requests above and beyond standard challenge materials will be quoted at $150.00/hour*

Administrative Support	Optimized Program	Value Add Options
Call Center Support A toll-free number and inbound customer service inbox	Available for eligible population who have questions related to use of the wellness portal • Hours of operation: 7:00am – 7:00pm CST • Closed standard holidays	• Dedicated customer service 800 number
Account Management Team Full support from implementation through end of program	Available as dedicated support for program implementation, communication management, administrative portal maintenance and client services	

Overview of Fees

	Optimized
Monthly PEPM Fee	$1.61 PEPM
Physician Form (Per Form)	$5.00
Onsite Event Fee	$500/event
One-time Implementation Fee	$1,000.00

Spouses included at no cost – PEPM fee assumes 800 eligible employees.

SCSB 2019-75 (NEW)

SCHEDULE B—Navigate Wellness TRADEMARKS

A) Live Healthy America.

B) Navigate Wellbeing

C) Ignite

D) Power of Eight

E) Live Amplified.

SCHEDULE C – BUSINESS ASSOCIATE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into effective this 9th day of October 2018 ("Effective Date") by and between Suwannee County School District ("**Business Associate 1**") and Navigate Wellness ("Business Associate 2) each a "**Party**" and collectively, the "**Parties**".

RECITALS

A. Business Associate 1 is a "Business Associate" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("HIPAA"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services ("**Secretary**"), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 ("**HIPAA Regulations**");

B. Business Associate 2 performs Services for or on behalf of Business Associate 1, and in performing said Services; Business Associate 2 creates, receives, maintains, or transmits Protected Health Information ("**PHI**");

C. The Parties intend to protect the privacy and provide for the security of PHI Disclosed by Business Associate 1 to Business Associate 2, or received or created by Business Associate 2, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) ("the **HITECH Act**") and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

D. As a Business Associate 1, Business Associate 1 is required under HIPAA to enter into a BAA with Business Associate 2 that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

In consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act, as applicable.

"**Breach**" shall have the meaning given under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

"**Designated Record Set**" shall have the meaning given such term under 45 C.F.R. § 164.501.

"**Disclose**" and "**Disclosure**" mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate 2 or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.

"**Electronic PHI**" or "**e-PHI**" means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.

"Protected Health Information" and **"PHI"** mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

"Security Incident" shall have the meaning given to such term under 45 C.F.R. § 164.304.

"Services" shall mean the services for or functions on behalf of Business Associate 1 performed by Business Associate 2 pursuant to any service agreement(s) between Business Associate 1 and Business Associate 2(s) which may be in effect now or from time to time (**"Underlying Agreement"**), or, if no such agreement is in effect, the services or functions performed by Business Associate 2 that constitute a Business Associate relationship, as set forth in 45 C.F.R. § 160.103.

"Unsecured PHI" shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

"Use" or **"Uses"** mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate 2's internal operations, as set forth in 45 C.F.R. § 160.103.

"Workforce" shall have the meaning given to such term under 45 C.F.R. § 160.103.

OBLIGATIONS OF BUSINESS ASSOCIATE

Permitted Uses and Disclosures of Protected Health Information Business Associate 2 shall not Use or Disclose PHI other than for the for the purposes listed on the signature page hereto for performing the Services, as permitted or required by this BAA, or as Required by Law. Business Associate 2 shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Business Associate 1. However, Business Associate 2 may Use or Disclose PHI (i) for the proper management and administration of Business Associate 1; (ii) to carry out the legal responsibilities of Business Associate 1, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate 2 obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate 2 to such person, and that such person will notify Business Associate 1 of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Business Associate 1. To the extent that Business Associate 2 carries out one or more of Business Associate 1's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate 2 must comply with the requirements of Subpart E that apply to the Business Associate 1 in the performance of such obligations.

Prohibited Marketing and Sale of PHI Notwithstanding any other provision in this BAA, Business Associate 2 shall comply with the following requirements: (i) Business Associate 2 shall not Use or Disclose PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by this BAA and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§

164.514(f), and 164.508(a)(3)(ii), and (iii) Business Associate 2 shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Business Associate 1 and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii).

Adequate Safeguards of PHI Business Associate 2 shall implement and maintain appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate 2 shall reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of Business Associate 1 in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

Mitigation Business Associate 2 agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate 1 of a Use or Disclosure of PHI by Business Associate 2 in violation of the requirements of this BAA.

Reporting Non-Permitted Use or Disclosure

Reporting Security Incidents and Non-Permitted Use or Disclosure Business Associate 2 shall report to Business Associate 1 in writing each Security Incident or Use or Disclosure that is made by Business Associate 2, members of its Workforce or Subcontractors that is not specifically permitted by this BAA no later than three (3) business days after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate 2 shall investigate each Security Incident or non-permitted Use or Disclosure of Business Associate 1's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate 2 shall document and retain records of its investigation of any Breach, including its reports to Business Associate 1 under this Section 2.5.1. Upon request of Business Associate 1, Business Associate 2 shall furnish to Business Associate 1 the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate 2 shall comply with the additional requirements of Section 2.5.2 below.

Breach of Unsecured PHI If Business Associate 2 determines that a reportable Breach of Unsecured PHI has occurred, Business Associate 2 shall provide a written report to Business Associate 1 without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate 2, Business Associate 2's written report to Business Associate 1 shall be in accordance with 45 C.F.R. §164.410(c). Business Associate 2 shall cooperate with Business Associate 1 in meeting Business Associate 1's obligations under the HITECH Act with respect to such Breach. Business Associate 1 shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act. Business Associate 2 shall reimburse Business Associate 1 for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

Availability of Internal Practices, Books, and Records to Government Business Associate 2 agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI received from, or created or received by the Business Associate 2 on behalf of Business Associate 1 available to the Secretary for purposes of determining Business Associate 1's compliance with HIPAA, the HIPAA

Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate 2 shall notify Business Associate 1 of all requests served upon Business Associate 2 for information or documentation by or on behalf of the Secretary. Business Associate 2 agrees to provide to Business Associate 1 proof of its compliance with the HIPAA Security Standards.

Access to and Amendment of Protected Health Information To the extent that Business Associate 2 maintains a Designated Record Set on behalf of Business Associate 1 and within fifteen (15) days of a request by Business Associate 1, Business Associate 2 shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Business Associate 1 for inspection and copying, or to an individual to enable Business Associate 1 to fulfill its obligations under 45 C.F.R. § 164.524, or (b) amend the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets to enable the Business Associate 1 to fulfill its obligations under 45 C.F.R. § 164.526. Business Associate 2 shall not Disclose PHI to a health plan for payment or Health Care Operations purposes if and to the extent that Business Associate 1 has informed Business Associate 2 that the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, consistent with 42 U.S.C. § 17935(a) and 42 C.F.R. § 164.522(a)(1)(vi). If Business Associate 2 maintains PHI in a Designated Record Set electronically, Business Associate 2 shall provide such information in the electronic form and format requested by the Business Associate 1 if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Business Associate 1 to enable Business Associate 1 to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate 2 shall notify Business Associate 1 within fifteen (15) days of receipt of a request for access to PHI.

Accounting To the extent that Business Associate 2 maintains a Designated Record Set on behalf of Business Associate 1, within thirty (30) days of receipt of a request from Business Associate 1 or an individual for an accounting of disclosures of PHI, Business Associate 2 and its Subcontractors shall make available to Business Associate 1 the information required to provide an accounting of disclosures to enable Business Associate 1 to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate 2 shall notify Business Associate 1 within fifteen (15) days of receipt of a request by an individual or other requesting party for an accounting of disclosures of PHI.

Use of Subcontractors Business Associate 2 shall require each of its Subcontractors that creates, maintains, receives, or transmits PHI on behalf of Business Associate 2, to execute a Business Associate Agreement that imposes on such Subcontractors the same restrictions, conditions, and requirements that apply to Business Associate 2 under this BAA with respect to PHI.

Minimum Necessary Business Associate 2 (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

TERM AND TERMINATION

Term The term of this Agreement shall be effective as of the Effective Date and shall terminate as of the date that all of the PHI provided by Business Associate 1 to Business Associate 2, or created or received by Business Associate 2 on behalf of Business Associate 1, is destroyed or returned to Business Associate 1, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with Section 3.3, or on the date that Business Associate 1 terminates for cause as authorized in Section 3.2, whichever is sooner.

Termination for Cause Upon Business Associate 1's knowledge of a material breach or violation of this BAA by Business Associate 2, Business Associate 1 shall either:

a. Notify Business Associate 2 of the breach in writing, and provide an opportunity for Business Associate 2 to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate 2 fails to cure the breach or end the violation within such time period to the satisfaction of Business Associate 1, Business Associate 1 may immediately terminate this BAA upon written notice to Business Associate 2; or

b. Upon written notice to Business Associate 2, immediately terminate this BAA if Business Associate 1 determines that such breach cannot be cured.

Disposition of Protected Health Information Upon Termination or Expiration

Upon termination or expiration of this BAA, Business Associate 2 shall either return or destroy all PHI received from, or created or received by Business Associate 2 on behalf of Business Associate 1, that Business Associate 2 still maintains in any form and retain no copies of such PHI. If Business Associate 1 requests that Business Associate 2 return PHI, PHI shall be returned in a mutually agreed upon format and timeframe, at no additional charge to Business Associate 1.

If return or destruction is not feasible, Business Associate 2 shall (a) retain only that PHI which is necessary for Business Associate 2 to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Business Associate 1 the remaining PHI that Business Associate 2 still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate 2 retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Business Associate 1 the PHI retained by Business Associate 2 when it is no longer needed by Business Associate 2 for its proper management and administration or to carry out its legal responsibilities.

MISCELLANEOUS

Amendment to Comply with Law This BAA shall be deemed amended to incorporate any mandatory obligations of Business Associate 1 or Business Associate 2 under the HITECH Act and its implementing HIPAA Regulations. Additionally, the Parties agree to take such action as is necessary to amend this BAA from time to time as necessary for Business Associate 1 to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act.

Indemnification Business Associate 2 hereby agrees to indemnify and hold harmless Business Associate 1, its affiliates, and their respective officers, directors, managers, members, shareholders, employees and agents from and against any and all fines, penalties, damage, claims or causes of action and expenses (including, without limitation, court costs and attorney's fees) arising from any violation of HIPAA, the HIPAA Regulations, or the HITECH Act or from any negligence or wrongful acts or omissions, including but not limited to failure to perform its obligations, that results in a violation of HIPAA, the HIPAA Regulations, or the HITECH Act, by Business Associate 2 or its employees, directors, officers, subcontractors, agents or members of Business Associate 2's Workforce.

Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by

bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this Agreement or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 4.3. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

Relationship of Parties Business Associate 2 is an independent contractor and not an agent of Business Associate 1 under this BAA. Business Associate 2 has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate 2 obligations under this BAA.

Survival The respective rights and obligations of the Parties under Sections 3.3 and 4.2 of this BAA shall survive the termination of this BAA.

Applicable Law and Venue This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regards to conflict of laws principles). The Parties agree that all actions or proceedings arising in connection with this BAA shall be tried and litigated exclusively in the State or federal (if permitted by law and if a Party elects to file an action in federal court) courts located in Suwannee County.

The Parties hereto have duly executed this as of the Effective Date:

Chairperson, Suwannee County School Board
NOV 13 2018

Navigate Wellbeing Solutions

By: _____
Print Name: FRED OPP
Title: FINANCE MANAGER
Dated: 12/1/2018

Notice Address:

1300 Walnut St., Suite 200
Des Moines, IA 50309
attn: Jeremy Knipper
email: jknipper@navigatewell.com

For Business Associate 1 Name:

Organization Name: Suwannee County School District
By: _____
Print Name: Ted L. Roush
Title: Superintendent of Schools
Dated: NOV 13 2018

Notice Address:
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064
attn: Tad L. Roush
email: ted.roush@suwannee.k12.fl.us

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

SCHEDULE D

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2018)

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes (2018), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).

Out of Field Teachers February 2024, Board Approved 02/13/2024					
Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
Browning	Lyndsey	BES	Elementary Education 2nd Grade	Elementary Education K-6, Reading Endorsement	ESOL
Davidson	Kelly	BES	Elementary Education KG	Prekindergarten Primary	Reading Endorsement, ESOL
Hewett	Suzanne	BES	Elementary Education 3rd Grade	Elementary Education K-6	ESOL
Torrese	Samantha	BES	Elementary Education 3rd Grade	Elementary Education K-6	ESOL
Williams	Kimberly	BES	Elementary Education 2nd Grade	Elementary Education 1-6, Reading Endorsement	ESOL
Baez	Nichole	BHS	Algebra 1 Honors, Algebra 1, M/J Pre-Algebra	Social Science 6-12	Algebra 1 Honors, Algebra 1, M/J Pre-Algebra, ESOL
Brown	Eddie	BHS	Welding 1, 2, 3, & 4	District Certification In Welding	ESOL
Cannon	Erin	BHS	Math for College Liberal Arts, Foundational Skills Math 6-8, Foundational Skills Math 9-12	Mathematics 5-9, Elementary Education K-6, ESE K-12	Math for College Liberal Arts
Combee	Tracy	BHS	Access HS Content	ESE K-12, PreKPrimary Age 3-Grade 3, ESOL Endorsement, Reading Endorsement	Access Courses, Elementary Education
Gebo	Taylor	BHS	Intro to Ag and CP, Ex of Agriscience, Intro to Ag, Orien to Agscience	Agriculture 6-12	ESOL
Mccallister	Michael	BHS	M/J Fitness Grade 6, M/J Ind/Dual Spt. Grade 8, M/J Team Sports Grade 7, Indiv/Dual Sports 2, Team Sports 2, Rec	Elementary Education K-6, Physical Education K-12, & ESE K-12	ESOL
McClendon	William	BHS	M/J Band 1, 2, & 3, Instru Tech, M/J Chorus 1, 2, 3, Chorus 1, Band 1, 2, 3, 4, 5, Intensive Reading 1 & 4	English 6-12, Music K-12	ESOL, Reading Endorsement
Parish	Katherine	BHS	World History Honors, World History, US History, US History Honors	Social Science 6-12	ESOL
Stewart	Eli	BHS	Environmental Science, Chemistry 1 Honors	Biology 6-12	Chemistry 1 Honors, ESOL
Walker	Benjamin	BHS	Math Data and FIN LIT, Math Data and FIN LIT Honors	Social Science 6-12	Math Data and FIN LIT, Math Data and FIN LIT Honors, ESOL
Allen	Brandy	CBI	All Academic Areas, ESE courses	Social Science 6-12	All Academic Areas, ESE courses
Francisco	Melissa	CBI	M/J Language Arts 2, M/J Grade 7 Math, M/J Comp. Science 2, Language Arts Grade 1, M/J Civics, Science Grade 1, M/J Intensive Reading 1, Social Studies 1	Business Education 6-12	M/J Language Arts 2, M/J Grade 7 Math, M/J Comp. Science 2, Language Arts Grade 1, M/J Civics, Science Grade 1, M/J Intensive Reading 1, Social Studies 1
Marrero Guerra	Jazmin	CBI	Access English 3, Access Geometry, Access Earth/Space Science, Access US History, Access Hope 9-12	Spanish K-12, ESE K-12, Reading/E	Access English 3, Access Geometry, Access Earth/Space Science, Access US History, Access Hope 9-12
Baker	Darnell	RTC	Masonry	District Certification in Masonry	ESOL
Bispham	Kyla	RTC	Health OCC	District Certification REG NURSE	ESOL
Bruening	Olivia	RTC	Masonry	District Certification in Masonry	ESOL
Dickinson	Charles	RTC	Automotive	District Certification in Automotive	ESOL
Holmes	LaDonna	RTC	Culinary 1	District Certification in Culinary	ESOL
Mercer	Brayden	RTC	Welding	District Certification in Welding	ESOL

Out of Field Teachers February 2024, Board Approved 02/13/2024					
Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
Chaney	Chelsey	SHS	Art	Social Science 6-12, ESE K-12	Art
Connor	Courtney	SHS	ACCESS High School Content	Elem Education K-6, Pre-K/Prim. Ed, ESE K-12, Reading/E	ESOL
Curls	Darrell	SHS	Alg 1 A, Math for Data Financial Literacy	Mathematics 5-9	Math for Data Financial Literacy
Gaddy	Joseph	SHS	Social Media 1, Individual Dual Sports 1 & 3, Team Sports 1, Recreation	PE K-12, Social Science 6-12	Social Media 1
Leal	Marisley	SHS	English 1, Intensive Reading 1	Elementary Education K-6, Biology 6-12, English 6-12	ESOL
Mosteller	Christina	SHS	Journalism 1, 2, 3, 4, World History Honors	English 5-9, General Science 5-9, Social Science 5-9	Journalism 2, 3, 4
Mudd	Marie	SHS	Geometry	Mathematics 5-9	ESOL
Romulo Vazquez	Guadalupe	SHS	Spanish 1, Spanish 2	Elementary K-6	Spanish 1, Spanish 2, ESOL
Wiggins	Vance	SHS	World History	Social Science 6-12, Math 5-9	ESOL
Bass	Travis	SMS	M/J Math 7th Grade, M/J Math 8th Grade Pre-Algebra	Mathematics 5-9	ESOL
Hurst	Logan	SMS	M/J Language Arts 2, M/J Language Arts 3	Elementary Education K-6, Reading Endorsement, English 6-12	ESOL
Menhennett	Cody	SMS	M/J Language Arts 3	English 6-12	ESOL
Poole	Heather	SMS	M/J Comprehensive Science 2	Long Term Sub-Department of Education Certification Pending	M/J Comprehensive Science 2
Smith	Jared	SMS	M/J Engaged Citizenship Through Service Learning 1	Social Science 5-9	ESOL
Weaver	Brittany	SMS	Access M/J Language Arts 1-3, Access M/J Math 6-7, Access M/J Pre-Alg. GR. 8, Access M/J Comp. Science 1-3, Access M/J Civics, Access M/J US History & World History, M/J Intens. Reading 1, U Skills 6-8	English 6-12 & ESE K-12	Access M/J Math 6-7, Access M/J Pre-Alg. GR. 8, Access M/J Comp. Science 1-3, Access M/J Civics, Access M/J US History & World History, ESOL
Allen	Brandy	SOS	English 1-4, Algebra 1A-B, Algebra 2, Math for College Liberal Arts, Geometry, Biology, Environmental Science, Physical Science, US History, World History, Intensive Reading 1,2,3,4, Intro to Art History, HOPE, Team Sports 1, M/J Language Arts,M/J Math 7, M/J Civics	Social Science 6-12	English 1-4, Algebra 1A-B, Algebra 2, Math for College Liberal Arts, Geometry, Biology, Environmental Science, Physical Science, M/J Language Arts, M/J Math 7, M/J Civics, Intensive Reading 1,2,4, Intro to Art History, HOPE, Team Sports 1, ESOL
Bonk	Amber	SOS	Language Arts Grades 3-5, Math Grades 3-5, Science Grades 3-5, Social Studies Grades 3-5, PE Grades 4-5, Elementary Recess, M/J Language Arts, M/J Math, M/J Comp. Science, M/J World History, M/J Intensive Reading 1	ESE K-12	Language Arts Grades 3-5, Math Grades 3-5, Science Grades 3-5, Social Studies Grades 3-5, PE Grades 4-5, Elementary Recess, M/J Language Arts, M/J Math, M/J Comp. Science, M/J World History, M/J Intensive Reading 1, ESOL

Out of Field Teachers February 2024, Board Approved 02/13/2024					
Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
Carney	Sarah	SOS	English Grades 1-4, M/J Language Arts 3, Algebra 1-A, Algebra 2, Geometry, Math College Algebra, M/J Pre-Algebra Grade 8, Biology 1, Econ Fin Lit, Environmental Science, M/J Comprehensive Science 3, Physical Science, Intensive Reading 1-4, Intro to Art History, M/J US History & Car Plan, UG Government, US History, World History, Art in World Cultures, HOPE, M/J Ind/Dul Sports Grade 8, Team Sports 1-2, Car Res and Dec MKG, Indiv/Dual Sports 1, M/J Intensive Reading 1	Social Science 6-12, English 6-12, ESE K-12	Algebra 1-A, Algebra 2, Geometry, Math College Algebra, M/J Pre-Algebra Grade 8, Biology 1, Environmental Science, M/J Comprehensive Science 3, Physical Science, Intensive Reading 1-4, Intro to Art History, Art in World Cultures, HOPE, Team Sports 1-2, Indiv/Dual Sports 1, ESOL
Gustavson	Chantal	SOS	Elementary Education Grades 1-3	Biology 6-12, Math 6-12, French K-12, Integrated Curriculum 5-9, Elementary Education K-6, ESE	ESOL
Thompson	Keifer	SOS	English 1, 2, 4, M/J ELA 1-3, Alg 1A, Algebra 2, Geometry, M/J Math 6,7, 8, Biology, Environmental Science, M/J Comp Science 1-3, Physical Science, M/J Civics, M/J US History & Car Plan, M/J World History, M/J US History, Team Sports, US History, US Government, World History, HOPE, Into to Art History, M/J Intensive Reading, Intensive Reading 1-4, M/J Team Sports, Personal Fitness, M/J Fitness	Social Science 6-12	English 1, 2, 4, M/J ELA 1-3, Alg 1A, Algebra 2, Geometry, M/J Math 6,7, 8, Biology, Environmental Science, M/J Comp Science 1-3, Physical Science, Team Sports, HOPE, Into to Art History, M/J Intensive Reading, Intensive Reading 1-4, M/J Team Sports, Personal Fitness, M/J Fitness, ESOL
Wallace	Tracy	SOS	M/J Language Arts 1-3, M/J Math 6-7, M/J Pre-Algebra 8, M/J Comprehensive Science 1-3, M/J Civics, M/J US History & Car Plan, M/J World History, M/J Compre PE 7-8, M/J Intensive Reading 1, HOPE, M/J Fitness 6, M/J Ind/Dual Sports 8, M/J Team Sports 7, Algebra 1 Honors	Elementary Education K-6, Reading Endorsement, ESOL Endorsement	M/J Language Arts 2-3, M/J Math 7, M/J Pre-Algebra 8, M/J Comprehensive Science 2-3,HOPE, Algebra 1 Honors
Bazzell	Katelyn	SPE	Elementary Education Grade K	Prek Primary	ESOL
Buchanan	Kimberly	SPE	Elementary Education 3rd Grade	Elementary K-6	ESOL
Diaz	Janet	SPE	Elementary Education Grade K	Social Science 6-12	Elementary Education, ESOL
Hurst	Nikolas	SPE	Physical Education	Physical Education K-12	ESOL
Law	Amanda	SPE	Elementary Education 1st Grade	PreK Primary Age 3-Grade 3	ESOL
Lora	Solangel	SPE	Elementary Education 2nd Grade	Elementary Education K-6	ESOL
McCormick	Shannon	SPE	Elementary Education 4th Grade	Elementary Education K-6	ESOL
Perrin	Wendy	SPE	Pre-K Disabled 3-5, Language Arts Grade K, Math Grade K	Elementary Education 1-6, Mathematics 5-9, Mathematics 6-12, ESE K-12	Pre -K Disabled 3-5
Rickman	Crystal	SPE	Physical Education	Social Science 6-12 Pending DOE Processing	Physical Education , ESOL
Sasso	Tralene	SPE	Elementary Education Grade K	Social Studies 5-9	Elementary Education, ESOL

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Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
Skinner	Audra	SPE	Elementary Education Grade K	Agriculture 6-12	Elementary Education, ESOL
Smith	Jennifer	SPE	Elementary Education 2nd Grade	Elementary Education K-6	ESOL
Voss	Sara	SPE	Elementary Education 1st Grade	PrekPrimary Age 3-Grade 3, Reading Endorsement	ESOL
Bartley-Ramirez	Amanda	SRE	ESE Courses	Business Education 6-12, ESE K-12	ESOL
Hammock	Nicole	SRE	Elementary Education 1st Grade	Health K-12, Prekindergarten Primary	ESOL
Register	Kristen	SRE	Elementary Education 1st Grade	Prekindergarten Primary	ESOL
Strawn	Amy	SRE	Elementary Education KG	Elementary Education K-6	ESOL
Thompson	Katherine	SRE	Elementary Education 3rd Grade	Elementary Education K-6	ESOL
Wirick	Leeann	SRE	Elementary Education KG	Prekindergarten Primary	ESOL
Lazio	Janice	SSE	Elementary Education KG	Elementary Education K-6	ESOL
McCook	Jenny	SSE	Elementary Education 1st Grade	PreK Primary Age 3-Grade 3, Reading Endorsement	ESOL
Ross	Brooklyn	SSE	Elementary Education 5th Grade ELA	Elementary Education K-6, Health K-12, Reading Endorsement	ESOL
Skipper	Becky	SSE	Elementary Education 3rd Grade Math 3rd Grade Science	MG Math 5-9, Elementary Education K-6	ESOL
Warren	Marie	SSE	Elementary Education 3rd Grade	Elementary Education K-6, Reading Endorsement	ESOL
Williams	Lillian	SSE	ESE Support Facilitator	Social Science 6-12, ESE K-12	ESOL
Williams	Amy	SSE	Media Specialist	Elementary Education K-6, Prekindergarten Primary, Physical Education K-12, ESE K-12, ESOL	Media
Drummond	Jonathon	SVS-7001	First Aid Safety, Critical Thinking Skills	Biology 6-12, Health K-12, Driver Education Endorsement	CPR Certification