

## Health Services Agreement

This Health Services Agreement (“**Agreement**”) is made as of the last signature date below (“**Effective Date**”) by and between The Suwannee County School Board (“**Customer**”) and Healthy Schools, LLC. (“**Healthy Schools**”). Healthy Schools and Customer may be referred in this Agreement, individually, as a “**Party**” or, collectively, as the “**Parties**.”

1. **Overview.** Customer desires to obtain and Healthy Schools desires to provide certain health-related services (e.g., vaccination programs, school physicals, and other similar services) (collectively, the “**Health Services**”). The specific Health Services to be provided will be agreed upon by the parties in one or more schedules to this Agreement (each, a “**Schedule**”). Each Schedule will identify the relevant Health Services, term for performance, applicable fees, if any, and such other terms as may be appropriate. No Schedule will be binding unless and until signed by both parties.
2. **Cooperation and Performance.** The Parties will reasonably cooperate with each other in the performance of the Health Services, including performing all tasks and duties assigned to them in the Schedules. To the extent applicable law requires the personnel assigned by Healthy Schools to perform the Health Services to be licensed healthcare professionals, Healthy Schools shall be responsible for ensuring all such personnel are properly licensed and appropriate background checks conducted in conformance with applicable law.
3. **Term.** This Agreement will become effective on the last signature date of the Parties (the “**Effective Date**”) and continue thereafter until all Schedules have been completed. In the event no Schedules are pending, either Party may terminate this Agreement on written notice to the other Party.
4. **Privacy.** Healthy Schools operates under the same privacy policy as its affiliate, CareDox, Inc., which may be viewed at [www.caredox.com/caredox-privacy-policy](http://www.caredox.com/caredox-privacy-policy). Healthy Schools and Customer represent that they each comply with all data privacy laws applicable to the data collected and stored on Healthy Schools.
5. **Family Educational Rights and Privacy** In the event that Customer is subject to the Family Educational Rights and Privacy Act (“**FERPA**”), Customer appoints Healthy Schools as a “school official,” as that term is defined in FERPA, with a “legitimate educational interest” for the purpose of delivering the Health Services as contemplated by this Agreement. Customer agrees that it has obtained any necessary written consents from parents of students under the age of eighteen (18) and students age eighteen (18) and older in order to upload student data to Healthy Schools.

In the event that Customer is subject to FERPA, Healthy Schools agrees that it will be bound by relevant provisions of FERPA, including operating under the direct control of Customer with respect to its handling of “personally identifiable information” from “education records,” as those terms are defined under FERPA. Healthy Schools further agrees that “personally identifiable information” from “education records” will be used only to fulfill Healthy Schools’ responsibilities under this Agreement, and will not be disclosed to third parties except as required to provide services to Customer contemplated in this Agreement, or otherwise as expressly permitted by FERPA and other applicable laws, without signed and dated written consent of the parent/legal guardian of a student under the age of 18, or of the student age 18 and older.

It is Customer’s responsibility to respond to requests for “education records” received by Healthy Schools from third parties.

6. **Information Security.** Healthy Schools maintains and enforces commercially reasonable practices, including administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Customer and End User data in alignment with requirements of applicable laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA). This includes, but is not limited to, encryption of data in transit when submitted across the Internet, access controls, firewalls and user authentication protocols. The Internet, however, is not entirely secured, and Healthy Schools will not be responsible for security incidents not reasonably within its control.

If required by applicable laws, Healthy Schools will promptly report to Customer any unauthorized access to Customer Data and, in the event that further notification is required by law, will support Customer notification to its End Users.

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**7. Customer Data.** Customer grants Healthy Schools a non-exclusive, world-wide, royalty-free license to use the documents, information, graphics, data, content, and other materials input by Customer into the Health Services (the "Customer Data") solely for the purposes of executing the Health Services described in this Agreement. Customer will be responsible for obtaining all rights, permissions, and authorizations to provide the Customer Data to Healthy Schools for use as specified under this Agreement. At Customer's discretion and subject to Customer's rights under FERPA, Healthy Schools may import data from third parties to add to Customer's data hosted by Healthy Schools. Customer represents that it will obtain and maintain all necessary agreements with such third parties to authorize Healthy Schools to do so on Customer's behalf. Except for the license granted in this Section, nothing contained in this Agreement will be construed as granting Healthy Schools any right, title, or interest in the Customer Data.

**8. Deidentified Data.** Notwithstanding the limitations in Section 12, Healthy Schools may create and retain aggregated, deidentified information from Customer Data, including Customer's student data to demonstrate the effectiveness of Healthy Schools Health Services, including in Healthy Schools marketing materials, to improve Healthy Schools Health Services and to develop and improve other educational products. All data will be deidentified in accordance with the standards set forth in FERPA and HIPAA.

**9. Warranties.** Each Party represents and warrants it (i) has full power, capacity, and authority to enter into this Agreement and to grant the license set forth in Section 12 (Customer Data); and (ii) will comply with all federal, state and local laws, rules and regulations applicable to its performance of this Agreement. **EXCEPT AS PROVIDED IN THIS SECTION NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE OTHER PARTY. EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HEALTHY SCHOOLS OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF HEALTHY SCHOOLS'S OBLIGATIONS HEREUNDER.**

**10. Indemnification.** Healthy Schools shall defend, indemnify, and hold harmless the Customer and its respective elected/appointed officials, employees, departments, agencies, agents and volunteers (collectively the "Indemnified Parties") against any third party liabilities, claims, demands, suits (and any costs, judgments and settlement amounts associated therewith) that arise from (i) the breach of Healthy Schools's confidentiality and security obligations under this Agreement that results in an authorized use of or access to Customer Data; or (ii) Healthy Schools's violation of applicable law, provided Healthy Schools receives (i) prompt notice in writing of such claim; (ii) sole control over the defense and settlement thereof; and (iii) reasonable cooperation from Indemnified Parties, as applicable, at Healthy Schools's expense in response to a Healthy Schools request for assistance.

**11. Confidentiality.** Each party may disclose to the other certain non-public information or materials relating to a party's products, intellectual property, business, marketing programs and efforts, personally identifiable information of the party's personnel, End Users, students and customers, and other confidential information and trade secrets ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall, when legally permissible, promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. The receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, and in no event less than reasonable care. Each

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party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy solely in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

**12. Limitation of Liability and Damages.** EXCEPT AS PROVIDED BELOW, NEITHER HEALTHY SCHOOLS NOR ITS VENDORS AND LICENSORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, TRADING LOSSES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF OR INABILITY TO USE THE HEALTH SERVICES. EXCEPT AS PROVIDED BELOW, THE TOTAL LIABILITY OF HEALTHY SCHOOLS AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR USE OF THE HEALTH SERVICES IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE) WILL NOT EXCEED THE GREATER OF \$10,000 OR THE FEES, IF ANY, ACTUALLY PAID BY CUSTOMER IN THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY AND PAID FOR HEALTH SERVICES. THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL IN THEIR ESSENTIAL PURPOSE. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO NOR LIMIT CLAIMS FOR MEDICAL MALPRACTICE OR BREACH OF SECURITY WITH REGARD TO PROTECTED HEALTH INFORMATION. THE SCHOOL BOARD DOES NOT WAIVE ANY DEFENSE OF SOVEREIGN IMMUNITY OR THE CAPS OF LIABILITY AFFORDED TO THE BOARD UNDER s. 768.28 FLORIDA STATUTES. IT IS FURTHER UNDERSTOOD AND AGREED TO BY THE PARTIES TO THIS AGREEMENT THAT NO OFFICER OR EMPLOYEE OF THE BOARD MAY BE HELD PERSONALLY LIABLE EXCEPT AS PROVIDED BY s. 768.28(9), FLORIDA STATUTES.

**13. Termination.** This Agreement will terminate (a) on the thirtieth (30<sup>th</sup>) day after either party gives the other written notice of a breach by the other of any material term or condition of this Agreement, unless the breach is cured before that day; or (b) upon written notice by either party, immediately, if (i) a receiver is appointed for the other party or its property; (ii) if the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors; or (iii) if any proceedings (whether voluntary or involuntary) are commenced against the other party under any bankruptcy or similar law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof. The following provisions will survive termination or expiration of this Agreement: 11 (Confidentiality), 12 (Limitation of Liability and Damages), 13 (Termination), and 15 (General Provisions).

**14. Assignment.** Healthy Schools shall not assign this agreement without the written consent of the Customer. Notwithstanding the foregoing, Healthy Schools may assign this Agreement to a successor entity in the event of a merger, acquisition or sale of all or substantially all of its assets, provided, however, that in such an event, all Customer Data will remain subject to the Healthy Schools privacy policy [ [www.caredox.com/caredox-privacy-policy](http://www.caredox.com/caredox-privacy-policy) ].

**15. General Provisions.** This Agreement will be construed, interpreted, and performed according to the laws of the State of Florida, United States of America, without giving effect to any principles of conflicts of law. Any action at law or in equity arising out of or directly or indirectly relating to this Agreement may be instituted only in the Federal or state courts located in Suwannee County, Florida. The parties consent and submit to the personal jurisdiction of those courts for the purposes of any action related to this Agreement, and to extra-territorial service of process. Regardless of any statute or law to the contrary, any claim or cause of action that Customer may have arising out of or related to this Agreement must be filed within one (1) year after the claim or cause of action arose. This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement may not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties. In the event any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement will remain valid and enforceable according to its terms. Any failure by

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either party to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and Customer's acceptance will be deemed binding between the parties. Neither party will contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES WILL REMAIN IN EFFECT.**

**CUSTOMER**

Ted Roush, Superintendent of Schools  
Suwannee County School District  
1729 Walker Avenue, SW, Suite 200  
Live Oak, Florida 32064


By:   
Date: APR 23 2019

Ed daSilva, Board Chairman  
Suwannee County School District  
1729 Walker Avenue, SW, Suite 200  
Live Oak, Florida 32064

By:   
Date: APR 23 2019

**HEALTHY SCHOOLS, LLC.**

Tony Boselli, President  
Healthy Schools, LLC  
4800 Spring Park Road  
Jacksonville, Florida 32207

By:   
Date: 5/23/19

"Approved as to Form and Sufficiency

BY 

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Health Services Agreement  
**VACCINATION PROGRAM SCHEDULE**

This Vaccination Program Schedule ("Schedule") is entered into and governed by the Health Services Agreement, entered into on or about March 25, 2019, by and between Healthy Schools, LLC. ("Healthy Schools") and Suwannee County School District ("Customer") (the "Agreement"). This Schedule is effective as of the last signature date below.

**Vaccination Program.** As part of an initiative to improve public health and ensure that recommended vaccinations are available to all school-age children and school staff, the parties have entered into this Agreement. Healthy Schools, through its licensed healthcare workers, provides vaccination services, including the vaccine. Customer wishes to engage the services of Healthy Schools to provide licensed healthcare workers, support staff, and supplies to administer the vaccine to Customer's students, as described in this Schedule (the "Vaccination Program"). The following vaccinations shall be provided in connection with this Schedule: Flu Vaccines and Tdap (Tetanus, Diphtheria, and Pertussis) Vaccine Clinics.

**1. Healthy Schools Obligations.**

1.1 **Supplies.** Healthy Schools will supply all needed medical supplies, including syringes, needles, isopropyl alcohol, gloves, band aids and sharps biohazard containers for proper disposal.

1.2 **Vaccine.** Healthy Schools will supply the vaccine as identified by the CDC as appropriate for that treatment year. At all times, Healthy Schools will have exclusive ownership and control over its vaccine supply.

1.3 **Vaccine Control.** Healthy Schools will transport, store and handle the vaccine in accordance with the Vaccine Storage and Handling Recommendations promulgated by the Department of Health and Human Services (DHHS) and CDC and Prevention Recommendations for Storage and Handling of Selected Biologicals. Healthy Schools shall handle the vaccine in accordance with the package insert provided with the vaccine including compliance with cold chain requirements at vaccination sites.

1.4 **Information Sheet.** Healthy Schools will provide a current Vaccine Information Sheet to each individual before vaccination and answer questions about the benefits and risks of vaccination for all individuals or their guardians.

1.5 **Administration of Vaccine.** Healthy Schools will administer the vaccine according to the recommendations and guidance issued by the CDC and vaccine manufacturer.

1.6 **Records.** Healthy Schools will keep a record of the administration by individual name, date, site, vaccine type and lot number, and name of immunization provider for the vaccines it administers. Healthy Schools will record the administration of the vaccine into its cloud Services and make such records available for access by

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**Customer. Healthy Schools will also maintain records of the Informed and Express Consent to Treatment Form for each individual that has received services. Records must be kept for a minimum of three years following vaccination.**

1.7 **Publicity.** Healthy Schools will obtain the approval of Customer prior to distributing any documents, consent forms, announcements, emails, advertising posters or documents regarding any vaccination event or any document indicating the approval by or involvement with Customer. Healthy Schools shall also provide its contact information for the use of parents and/or guardians.

1.8 **No Re-Use.** Healthy Schools acknowledges that vaccines, syringes, or needles cannot be reused.

1.9 **Licensure Required.** Healthy Schools healthcare professionals that administer vaccinations must be licensed in the relevant state.

1.10 **Background Screening.** Healthy Schools will comply with all applicable laws and regulations, including those relating to background screenings for all Healthy Schools staff at Healthy Schools's cost.

1.11 **Digital Platform.** Healthy Schools will provide its cloud Services for parent outreach, parent sign up and clinic management.

**2. Customer Obligations.**

2.1 **Locations for vaccine administration shall be determined by Customer Superintendent or his/her designee. Site locations will be given to the Healthy Schools no later than ten days prior to scheduled clinic date.**

2.2 **Healthy Schools shall not be responsible for any costs for the use of the school facility so long as the Healthy Schools complies with the hours previously agreed upon by the parties and causes no damage to the facility.**

2.3 **The facilities shall be used by the Healthy Schools, its staff, and Customer's staff as a point of distribution for dispensing the vaccine and related materials as a measure to protect the public health.**

2.4 **Access to all enrolled students will be granted to Healthy Schools by Customer Superintendent for the Customer vaccination event.**

2.5 **Customer will assist Healthy Schools in the marketing and outreach for the vaccination program to Customer families. In particular, Customer will perform those tasks identified in Exhibit A Statement of Work, with regard to these activities. Customer understands and agrees that performance of those tasks is critical to the success of the Vaccination Program.**

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**2.6 Connecting Healthy Schools digital platform, to customer Student Information System.**

**2.7 Customer will ensure all schools collect and report the number of vaccination paper forms returned seven (7) days and three (3) days prior to the vaccination event. Failure to do so will result in cancellation of the event.**

**3. Eligibility.** Healthy Schools will only administer vaccines to individuals who present a signed Informed and Express Consent to Treatment Form. Minors must have said consent form signed by their custodial parent or legal guardian including any information regarding third party payor coverage. Healthy Schools will provide vaccinations to individuals in accordance with CDC guidelines and accepted standards of medical practice. Individuals will not be refused due to lack of insurance or inability to pay an administrative fee under Florida's Vaccines for Children Program.

**4. No Fees.** Healthy Schools will perform and provide the Vaccination Program at no cost to Customer. Healthy Schools may contact and bill any appropriate third-party payer, including, but not limited to commercial insurance carriers or Medicaid as identified on the Informed and Express Consent to Treatment Form.

**5. General.** Capitalized terms, not otherwise defined herein, shall have the meanings assigned to them in the Agreement. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this Schedule and the Agreement, the terms of this Schedule shall control. No amendment or modification of this Schedule shall be effective unless signed by authorized representatives of both parties. This Agreement and applicable Schedules constitute the entire agreement of the parties concerning its subject matter and supersedes all prior oral and written agreements, representations and understandings between the parties concerning such subject matter.

(signatures on next page)

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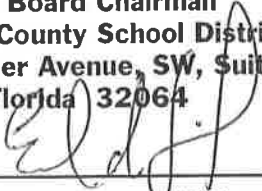
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