

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
November 13, 2018

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

Chief Financial Officer – Vickie DePratter:

1. The Superintendent recommends approval of the Suwannee County School Board Internal Accounts Audit for fiscal year end June 30, 2018.
2. The Superintendent recommends approval of the following contract/agreement for the 2018-2019 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-75 Navigate Wellness Master Services Agreement between
Navigate Wellness, LLC d/b/a Navigate Wellbeing Solutions,
an Iowa limited liability company, and Suwannee County
School District (*New*) (pgs. 2-21)

Director of Career, Technical, and Adult Education – Mary Keen:

3. The Superintendent recommends approval of the following contracts/agreements for the 2018-2019 school year: (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-76 Non Exclusive Student Affiliation Agreement between Lake
Shore HMA, LLC (FL) d/b/a Shands Lake Shore, Lake City,
Florida, and Suwannee County School Board Pharmacy
Technician Program (*New*) (pgs. 22-36)

#2019-79 Contractual Agreement between Suwannee County District
School Board and District School Board of Madison County on
behalf of North Florida Career Pathways Consortium
(*Renewal/Revised*) (pgs. 37-45)

Adjourn

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: _____

By: _____

Name: Jerry Taylor

Title: Board Chairman

Date: _____

"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
<p>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.</p>	<p>Year-round Portal Access:</p> <ul style="list-style-type: none"> • 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 Mail Access: Optional <ul style="list-style-type: none"> • Standard Live Amplified Catalog Included <p>Benefit Incentive Tracking Table: Ability to show completion status of activities. Tracking options:</p> <ul style="list-style-type: none"> • Simple attestation • Participation file feed from partner <ul style="list-style-type: none"> • Must be in approved Navigate standard file layout/format • Verified activity 	<ul style="list-style-type: none"> • Incentives available. Additional fees may apply. • SSO integration <ul style="list-style-type: none"> • SAML 2.0 – Flat Fee \$500 • Other requirements will require a quote for scope and effort • Custom rewards mail catalog (Pricing to be quoted)
<p>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</p> <p>Biometric Data Integration Gives you a convenient, centralized location where your participants can review third-party biometric data</p>	<p>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.</p> <ul style="list-style-type: none"> • Survey recommends relevant individual challenges and information to help drive behavior change • End of year aggregate employer report <p>Biometric data integration and display:</p> <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> • Must be in approved Navigate standard file layout/format 	
<p>Physician Forms</p>	<ul style="list-style-type: none"> • 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." 	<p>\$5 per form processing fee</p>

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.	<ul style="list-style-type: none"> Up to (4) Standard Population-Based Challenges <ul style="list-style-type: none"> Custom Dates Team or Individual Participation Options Library of Standard Challenges to Choose From Power of 8 Personal Wellbeing Challenges 	Custom Challenge Options: <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> Challenge User Report Device Usage Report Device Report Points Report Team Report Tracker Report User Report 	<ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> Client logo and custom subdomain (ex. ClientName.livehealthylignite.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 <ul style="list-style-type: none"> Hours of operation: 7:00am – 7:00pm CST Closed standard holidays 	<ul style="list-style-type: none"> 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.

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

Navigate Wellbeing Solutions

For Business Associate 1 Name:

By: _____

Organization Name: Suwannee County School
District

By: _____

Print Name: _____

Print Name: Ted L. Roush

Title: _____

Title: Superintendent of Schools

Dated: _____

Dated: _____

Notice Address:

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

Notice Address:

1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064
attn: Ted 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).

**NON EXCLUSIVE STUDENT AFFILIATION AGREEMENT ("AGREEMENT")
FACE SHEET**

Date of Agreement: 7/23/2018
Facility Legal Name: Lake Shore HMA, LLC (FL)
d/b/a: Shands Lake Shore
Facility Address: 368 NE Franklin Street
City, State, ZIP: Lake City, FL 32055

School's Legal Name: Suwannee County School Board
Through: RiverOak Technical College 1407
School Address: 415 Pinewood Dr. SW
City, State ZIP: Live Oak, FL 32064

Applicable Licenses, Certifications, etc: N/A

Term of Agreement: 36months
Expiration Date: 7/31/2021
Effective Date: 8/1/2018
Type of Student (i.e. Clinical, Administrative, etc.): Pharmacy Technician

Number of Students per rotation: 1

Term of Training (cite beginning date and ending date including dates of the School's semester):
Begin Date: 8/1/2018 Ending Date: 7/31/2021 School Term Dates: Fall, Spring and Summer

Clinical rotation(s) site is: 368 NE Franklin Street Lake City, Florida 32055

Designated Contract Person for Facility: Angie Altman, Market HR Director

Designated Contract Person for School: Mary Keen; mary.keen@suwannee.k12.fl.us

Responsibility for Certain Checks and Testing:

The School recognizes that the Facility is a fully functional medical facility, and not an educational institution. This Agreement is by way of a courtesy. The Facility's standards for safety and timely and effective care are not reduced by this Agreement.

Background Check

1. School chooses to conduct and to pay for Students' Background Checks. ✓

Substance Abuse Testing

1. School chooses to conduct and to pay for Students' Substance Abuse Testing. ✓

The results of the (1) Background Check and (2) Substance Test must already be on file at the Facility before any Student is referred to the Facility.

The attached Standard Terms and Conditions are part of this Agreement. The following Addenda are also part of this Agreement.

Addendum	Title
1	Patient Care Duties to be Provided by Students
2	Patient Care Duties Students Cannot Provide
3	Other Legally Required Testing
4	Student Substance Policy Consent
5	Student Background Consent Form
6	Disclosure and Authorization

AUTHORIZED SCHOOL REPRESENTATIVE**Lake Shore HMA, LLC****Suwannee County School Board**

By: Ted L. Roush

Title: Superintendent of Schools

Date:

d/b/a: Shands Lake Shore Regional Medical Center

By:

Title: Facility CEO

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"

NON EXCLUSIVE STUDENT AFFILIATION AGREEMENT**STANDARD TERMS AND CONDITIONS****1. JOINT RESPONSIBILITIES OF SCHOOL AND FACILITY**

- A. Provide clinical training to Students, including but not limited to the Patient Care Services. See Addendum 1.
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results. Facility shall be solely responsible for determining if Students may participate or remain in the program.

2. SCHOOL'S RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet the School's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to their clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff *prior to* referring them to Facility:
 - (1) A negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility;
 - (2) A completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine;
 - (3) Any other appropriate immunizations requested by Facility; and
 - (4) Documentation for legally-required testing requirements noted. See Addendum 3.
- E. Ensure that Students are aware of the Substance Policy. See Addendum 4.
- F. Provide the Facility with a copy of each Student's completed (1) Substance Policy Consent Form (See Addendum 4) and (2) Background Consent Form (See Addendum 5). The School may instruct the Student to provide the forms to the Facility; however the completed forms and results must be on file at the Facility before any Student is referred to the Facility.
- G. Ensure that the following background checks have been completed *before* referring Students to Facility (See Face Sheet to determine who will be responsible for the cost and actual performance of the background checks):
 - (1) Office of Inspector General ("OIG") List of Excluded Individuals/Entities

CW2766568

School shall not refer Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, or approved software programs, and certain internet sites.

(2) License or Certification

School shall not refer Students whose medical licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. If such sanctions resulted from controlled substance use, and the Students have successfully completed a rehabilitation program, School may refer them so long as they undergo periodic substance abuse testing as determined by the Facility.

(3) Criminal Records Check

Students' criminal records shall be checked at the federal, state, and local levels *before* referring Students to Facility and thereafter as often as is required by law. The Facility CEO will have the authority to make the final decision regarding the referral of any Student with a criminal record. Students must execute a Student Background Consent Form (See Addendum 5).

(4) Other Background Checks Required By Law (See Addendum 3).

- H. No Facility materials related to this Agreement shall be circulated or published without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide clinical experiences to Students, as mutually agreed upon by the parties.
- B. Orient Students and School clinical instructors who visit Facility on matters such as Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- C. Provide first aid for clinical accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- D. Provide reasonable storage space for Student's apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. In any event, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue until the Students complete current clinical rotations (if practicable).
- C. Either party may immediately terminate this Agreement if the other party is insolvent or bankrupt.

5. INSURANCE

- A. Documentation shall be provided that:

- 1) Students have health insurance during their clinical rotation;
 - 2) Clinical instructors and other School staff present on Facility grounds have worker's compensation insurance (or, if School is government entity, School shall maintain the government version of such insurance); and
 - 3) Students have professional liability coverage of at least \$1 million per occurrence / \$3 million aggregate of the "occurrence" type of coverage.
- B. If Students' professional liability coverage is the "claims made" type, such coverage shall outlive this Agreement for at least twenty-four (24) months (which may require tail or prior acts coverage). The "retro" date for coverage shall be this Agreement's effective date.
- C. Facility shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of any insurance coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement. The Facility shall be reasonable in deciding if an insurance carrier is reputable/acceptable to it.

6. CLAIMS AND NOTIFICATION

- A. Each party shall pay its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

Note: Section 6.B below does not apply to government entities that claim full or partial governmental immunity. See Section 6.C below.

- B. To the maximum extent allowed by law, unless otherwise provided by this Agreement, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, demands, actions, settlements, costs, damages or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities per this Agreement, where such claims, demands, actions, settlements, costs, damages, or judgments relate to its own negligence, actions or omissions or that of its agents, representatives, Students, as applicable, or employees. This Section survives the termination of this Agreement.
- C. Government Immunity- Complete Addendum 7. *If School claims any type of governmental immunity or is limited in its ability to compensate the Facility for any damages, School shall provide to Facility a list of alternative insurance, monetary, and/or other relief that will be available to Facility. Note that legal or equitable relief from the Facility is the same as that available to Facility from School.*
- D. Parties will notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. School, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable laws, ("Confidential Information"). School also agrees to inform its Students about their obligations under applicable laws as to Confidential information.

- B. Patient records are Facility property. Retention and release shall comply with all applicable laws. Access to and use of patient information is restricted to only that necessary for this Agreement.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the other party as follows:

If to Facility: As stated on Face Sheet

With a copy to: CHSPSC Legal Department
4000 Meridian Blvd.
Franklin, TN 37067
Attn: General Counsel

If to School: As stated on Face Sheet

- 9. ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. DISCRIMINATION** Each party shall comply with all applicable laws relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act, all as amended. This compliance may also include non-discrimination based classifications such as race, color, religion, sex, national origin, age, disability and other legally protected classifications.
- 11. INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
- 12. COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted, and be as effective as an inked original.
- 13. CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
- 14. GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of the state of Facility's principal location.
- 15. ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this subject matter and it supersedes any prior agreements/arrangements. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

STUDENT AFFILIATION AGREEMENT - ADDENDUM 1

Patient Care Duties To Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational / Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

Skills PHARMACY TECHNICIAN STUDENTS can perform:

(Student is to be under direct supervision of a state licensed pharmacist employed by the facility)

Fill automated dispensing equipment with supervision (i.e. Pyxis)

Preparing IV admixtures with supervision

Unit dose packaging

Deliver Medication to various Departments with pharmacy staff

Documentation/record keeping (i.e. storage requirements, repackaging logs, etc.)

Assist with error prevention

Inventory check on crash cart and replenish medications on cart with pharmacy staff

Assist with inventory

To be determined by facility pharmacy director

STUDENT AFFILIATION AGREEMENT - ADDENDUM 2

The Following Patient Care Duties Cannot Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES NOT TO BE PROVIDED AND ATTACH]

Skills PHARMACY TECNICIAN STUDENTS cannot perform:

Counseling

Preparing IV admixtures without supervision

Function independently; must always function with personal supervision of CPhT, RPh, and/or PharmD

Accept orders from physicians or other health care professional in person or by telephone

To be determined by facility pharmacy director

STUDENT AFFILIATION AGREEMENT - ADDENDUM 3

Other Legally Required Testing

[FACILITY TO COMPLETE LIST OF LEGALLY REQUIRED TESTING AND ATTACH]

None

STUDENT AFFILIATION AGREEMENT – ADDENDUM 4**STUDENT CONSENT FORM**
SUBSTANCE POLICY

Name of School: RiverOak Technical College

Name of Facility: Shands Lake Shore

Facility policy prohibits Students (as well as applicants, employees and contractors) from using “Substances” including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed or failed substance test(s) in the 12 months preceding Student's placement at the Facility

The School shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;
- Conduct testing of Students through a licensed laboratory, if School is responsible for Substance testing; and
- Provide to the Facility copies of each Student's test result, for every test, if School is responsible for Substance testing.

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release
--

I choose to:

- Agree with and follow the Substance Policy.
- Provide any specimen(s) and to authorize the School and Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information.
- Release the School and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and related processes.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

☐ Consent

or

☐ Not consent (not to remain or otherwise be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18
--

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT – ADDENDUM 5**STUDENT BACKGROUND CONSENT FORM**

Name of School: Jacksonville University 1407

Name of Facility: Shands Lake Shore

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks *before* being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by the School or the Facility.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or School's directives;
- Fails to meet dress code standards and ensures that their attire clearly identifies them as a Student, rather than an employee, agent, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Safety is not optional. School or Facility shall complete each of the following background checks *before* Students may provide Patient Care Services at Facility:

- Office of Inspector General ("OIG") List of Excluded Individuals/Entities

Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.

- License or Certification

Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.

- Criminal Records Check

School or Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to train at the Facility and thereafter. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand such report(s) may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government and/or private entities and persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

☐ **Consent**

or

☐ **Not consent (not to remain or be in the program)**

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18
--

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6**DISCLOSURE AND AUTHORIZATION**

I authorize the Facility, the School and any persons and entities associated with them, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation or liability.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

**Contractual Agreement Between
Suwannee County District School Board
And
District School Board of Madison County
on behalf of
North Florida Career Pathways Consortium**

This Contract is between the District School Board of Madison County herein referred to as the fiscal agent, and the Suwannee County District School Board. The purpose of this contract is for North Florida Career Pathways Consortium Coordinator to provide Professional/Technical Services to the North Florida Career Pathways Consortium Members in order to implement Consortium activities. This contract shall be effective upon the date of execution and completed by June 30, 2019, unless agreed to in writing by both parties, and grant period is extended by the Department of Education of the State of Florida.

Scope of Work:

The North Florida Career Pathways Consortium consisting of Superintendents, Career and Technical Directors from Hamilton County School District; Jefferson County School District; Lafayette County School District; Madison County School District; Suwannee County School District; Taylor County School District; RIVEROAK Technical College; and, Career and Technical Education Coordinator will meet quarterly to:

- a. Arrange and organize quarterly meetings of Consortium members to discuss Career and Technical Education.
- b. Approve locally endorsed CTE programs for non duplication within the Consortium
- c. Convert CTE Programs of Study into Articulation Agreements that are approved by granting organizations.
- d. Promote CTE programs by working cohesively with guidance services throughout the member area.
- e. Serve as a liaison between secondary/postsecondary CTE institutions and the FLDOE.
- f. Compile a detailed budget report of Consortium expenditures for all other participating members of the consortia.

Deliverables and Outcomes: The North Florida Career Pathway Consortium will:

- a. Arrange and organize quarterly meetings of Consortium members to discuss Career and Technical Education as evidenced by announcements, agendas, and minutes of meetings.
- b. Attend and participate in local CTE Advisory Committee functions as evidenced by calendar and leave forms
- c. Provide Consortium members their converted CTE Program of Study which leads to industry certifications and/or post-secondary education and is aligned with regional workforce and economic needs of business and industry as outlined by the FLDOE required criteria.
- d. Provide Consortium members with completed written Articulation Agreements that are Board approved by granting organizations.
- e. Communicate with Guidance Departments throughout the consortium offering services which promote CTE opportunities to students as evidenced by written communication, emails, and log of phone calls.
- f. CTE professional development opportunities which are relevant to the CTE faculty for their program areas are arranged, organized, and/or attended as evidenced by calendar and leave forms.
- g. Serve as a liaison between secondary/postsecondary CTE institutions and the FLDOE as evidenced by participation of Differentiated Accountability on-site reviews and follow-up debriefing of DA requirements of CTE programs, including CAPE and STEM academies
- h. Required reports are completed, submitted with a copy on file.
- i. Submit a detailed budget report of Consortium expenditures for all other participating members of the consortia.

A Fixed Price of \$1,000.00 will be designated from the Suwannee County's operating budget to be utilized by the North Florida Career Pathway Consortium in order to carry out consortium deliverables.

Fiscal Reports and Method of Payment:

Madison County School District submit fiscal reports and invoice the member districts of the North Florida Career Pathways Consortium **quarterly** upon receipt of a report detailing deliverables as stated above. No payment will be invoiced or paid for any work performed after June 30, 2019, unless agreed to in writing by either parties, or grant period is extended by the

Department of Education of the State of Florida.

Intervention of Agreement: Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. If a dispute develops between the parties to this contract, the parties will submit to non-binding mediation to address any controversy or claim arising out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. Disputes will be mediated by a subcommittee composed of the North Florida Career Pathways Consortium members appointed by the Chair to investigate and bring recommendations back to the Consortium meeting for resolution. If there cannot be a resolution, then the contract will be terminated.

Termination of Agreement: NOTICE TO VENDOR/CONTRACTOR:

By acceptance of a contract/order in excess of \$10,000.00 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 28, Section 66.36 (i) code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee, including the manner by which it will be affected and the basis for settlement, will be decided by the Madison County School Board. There will be access to records of the contractor which are directly pertinent to the contract as well as retention of all required records for three years after the grantee or subgrantee makes the final payment and all other pending matters are closed.

Public Records: For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference hereing.

Therefore, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the _____ day of _____ 2018.

District School Board of Madison County

Dr. Karen Pickles, Superintendent

Dated: _____

Bart Alford, Chairperson

Dated: _____

District School Board of Suwannee County

Ted Roush, Superintendent

Dated: _____

Jerry Taylor, Chairperson

Dated: _____

"Approved as to Form and Sufficiency
BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

**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).

~~SCSB 2018-78 (REVISED/RENEWAL)~~
Contractual Agreement Between
Suwannee County District School Board
And
District School Board of Madison County
on behalf of
North Florida Career Pathways Consortium

This Contract is between the District School Board of Madison County herein referred to as the fiscal agent, and the Suwannee County District School Board. The purpose of this contract is for North Florida Career Pathways Consortium Coordinator to provide Professional/Technical Services to the North Florida Career Pathways Consortium Members in order to implement Consortium activities. This contract shall be effective ~~September 12, 2017~~ upon the date of execution and completed by June 30, ~~2018~~2019, unless agreed to in writing by both parties, and grant period is extended by the Department of Education of the State of Florida.

Scope of Work:

The North Florida Career Pathways Consortium consisting of Superintendents, Career and Technical Directors from Hamilton County School District; Jefferson County School District; Lafayette County School District; Madison County School District; Suwannee County School District, Taylor County School District; RIVEROAK Technical College; and, Career and Technical Education Coordinator will meet quarterly to:

- a. Arrange and organize quarterly meetings of Consortium members to discuss Career and Technical Education.
- b. ~~Convert CTE Program of Study into Career Pathways that lead to industry certifications and/or post secondary education and aligns with regional workforce and economic needs of business and industry as outlined by the FLDOE required criteria.~~
- b. Approve locally endorsed CTE programs for non duplication within the Consortium
- c. Convert CTE Programs of Study into Articulation Agreements that are approved by granting organizations.
- d. Promote CTE programs by working cohesively with guidance services throughout the member area.
- e. Serve as a liaison between secondary/postsecondary CTE institutions and the FLDOE.
- f. ~~a.~~ Compile a detailed budget report of Consortium expenditures for all other participating members of the consortia.

Deliverables and Outcomes: The North Florida Career Pathway Consortium will:

- a. ~~Provide district and secondary level "on-site" support for a period of 1 day. Support includes but is not limited to: Program of Study development, development of local articulation agreements and additional CTE support as requested.~~
- a. ~~b.~~ Arrange and organize quarterly meetings of Consortium members to discuss Career and Technical Education as evidenced by announcements, agendas, and minutes of meetings.
- b. Attend and participate in local CTE Advisory Committee functions as evidenced by calendar and leave forms
- c. Provide Consortium members their converted CTE Program of Study which leads to industry certifications and/or post-secondary education and is aligned with regional workforce and economic needs of business and industry as outlined by the FLDOE required criteria.
- d. Provide Consortium members with completed written Articulation Agreements that are Board approved by granting organizations.
- e. Communicate with Guidance Departments throughout the consortium offering services which promote CTE opportunities to students as evidenced by written communication, emails, and log of phone calls.
- f. CTE professional development opportunities which are relevant to the CTE faculty for their program areas are arranged, organized, and/or attended as evidenced by calendar and leave forms.
- g. Serve as a liaison between secondary/postsecondary CTE institutions and the FLDOE as evidenced by participation of Differentiated Accountability on-site reviews and follow-up debriefing of DA requirements of CTE programs, including CAPE and STEM academies
- h. Required reports are completed, submitted with a copy on file.
- i. ~~e.~~ Submit a detailed budget report of Consortium expenditures for all other participating members of the consortia.

A Fixed Price of ~~\$1,000.00~~ \$1,000.00 will be designated from the Suwannee County's operating budget to be utilized by the North Florida Career Pathway Consortium in order to carry out consortium deliverables.

Fiscal Reports and Method of Payment:

INFO ONLY

SCSB 2019-79 (REVISED/RENEWAL)

Madison County School District submit fiscal reports and invoice the member districts of the North Florida Career Pathways Consortium **quarterly** upon receipt of a report detailing deliverables as stated above. No payment will be invoiced or paid for any work performed after June 30, 2019, unless agreed to in writing by either parties, or grant period is extended by the

INFO ONLY

Department of Education of the State of Florida

Madison County School District will invoice the Suwannee County School District by September 30, 2017**Intervention of Agreement:** Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. If a dispute develops between the parties to this contract, the parties will submit to non-binding mediation to address any controversy or claim arising out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. Disputes will be mediated by a subcommittee composed of the North Florida Career Pathways Consortium members appointed by the Chair to investigate and bring recommendations back to the Consortium meeting for resolution. If there cannot be a resolution, then the contract will be terminated.

Termination of Agreement: NOTICE TO VENDOR/CONTRACTOR:

By acceptance of a contract/order in excess of \$10,000.00 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 28, Section 66.36 (i) code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee, including the manner by which it will be affected and the basis for settlement, will be decided by the Madison County School Board. There will be access to records of the contractor which are directly pertinent to the contract as well as retention of all required records for three years after the grantee or subgrantee makes the final payment and all other pending matters are closed.

SCSB 2018-78 (REVISED/RENEWAL)

EXHIBIT A

Public Records Law Requirements under Chapter : For all contractors as set forth in Section 119.0701, Florida Statutes (2016/2018) see EXHIBIT A which is incorporated by reference hereing.

Therefore, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the day of 2018.

District School Board of Madison County

District School Board of Suwannee County

Dr. Karen Pickles, Superintendent

Ted Roush, Superintendent

Dated:

Dated:

Bart Alford, Chairperson

Jerry Taylor, Chairperson

Dated:

Dated:

EXHIBIT A

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)~~119.0701(1)(a), Florida Statutes ~~(2016)~~(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)~~119.0701(2)(b)4, Florida Statutes ~~(2016)~~(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 ~~(2016)~~(2018).

SCSB 2018-78 (REVISED/RENEWAL)

Contractual Agreement Between Suwannee County District School Board and Madison County District School Board

Page 2

~~Career Pathways Consortium members appointed by the Chair to investigate and bring recommendations back to the Consortium meeting for resolution. If there cannot be a resolution, then the contract will be terminated.~~

Termination of Agreement:

~~This agreement may be terminated prior to June 30, 2018, by written agreement of both parties.~~

Public Records: For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

INFO ONLY

SCSB 2019-79 (REVISED/RENEWAL)

Therefore, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the 14 day of SEP 2017.

Dated:

Dated: SEP 14 2017

Bart Alford
Bart Alford, Chairperson

Dated:

11-7-17

Jerry Taylor
Jerry Taylor, Chairperson

Dated:

SEP 14 2017

"Approved as to Form and Sufficiency

BY [Signature]

Leonard J. Dietzen, III Rumberger, Irlk & Caldwell, P.A. Suwannee School Board Attorney"

INFO ONLY

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	11/2/2018 4:12:51 PM
Comparison Time	1.05 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$cduquette_My Settings\Desktop\Compare Contract\SCSB 2018-78 Mad Co NFCPC Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$cduquette_My Settings\Desktop\Compare Contract\SCSB 2019-79 Mad Co NFCPC.pdf

Comparison Statistics	
Insertions	25
Deletions	6
Changes	15
Moves	0
TOTAL CHANGES	46

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
<u>Deletions</u>	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Setting - Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True