



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

## Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: mwoodall@pasco.k12.fl.us

August 20, 2013

## MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent 

RE: DPN USA, LLC d/b/a Health Fair

The District's Employee Health and Wellness Committee (EHAWC) and the District Insurance Committee have agreed to offer on-site cardiac testing via the Health Fair buses. The buses will visit various schools and sites throughout the District with the intention of testing individuals for early signs of heart disease. The District has received funding of \$175,000 from Florida Blue to pay for this program. In addition, Florida Hospital Zephyrhills and Florida Hospital Wesley Chapel have agreed to sponsor some Health Fair days in order to reduce the cost of the program to the District.

At this time, we respectfully request your approval of the attached contracts. These agreements were reviewed and approved by Nancy Alfonso, School Board attorney, on August 9, 2013.

Should you have any questions regarding this matter, please contact Ms. Mary Tillman, Director of the Office for Employee Benefits and Risk Management, or me at your earliest convenience.

MJW/plh

Attachments

Date/Time: August 14, 2013 08:34:00



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Employee Benefits, Assistance & Risk Management  
Mary Tillman, Director  
813/ 794-2759 Fax: 813/ 794-2173  
727/ 774-2759 TDD: 813/ 794-2484  
352/ 524-2759 e-mail: mtillman@pasco.k12.fl.us

**DATE:** August 6, 2013  
**TO:** Michael Woodall, Purchasing Agent  
**FROM:** Mary Tillman, Director of EBARM  
**RE:** DPN USA, LLC dba Health Fair

The District Employee Wellness Committee (EHAWC) and the District Insurance Committee have agreed to offer on-site cardiac testing via the Health Fair buses. This will be a year-long project and the bus will visit various schools and sites throughout the District.

Targeted insured employees will be age 40 or over with at least one of the following health conditions:

- High Blood Pressure  $\geq 140/90$
  - High Cholesterol  $>240$  mg/dl
  - High Body Mass Index  $>25$
  - High Triglycerides  $>150$  mg/dl
  - High Glucose  $\geq 100$
  - Family History of Heart Disease
  - Tobacco Usage
- AND
- Employees under age 40 with 3 or more known risk factors

The following tests will be run on the Health Fair bus in about 20 minutes:

- Echocardiogram
- 12-Lead Electrocardiogram (EKG)
- Hardening of the Arteries (ASI) Test
- Carotid Artery Ultrasound

The purpose of these tests will be to detect early signs of heart disease. The results will be shared with the employee and with the health care provider of their choice, including the District Health & Wellness Centers.

The District has received \$175,000 from Florida Blue to help pay for this program. In addition, Florida Hospital Zephyrhills and Florida Hospital Wesley Chapel have agreed to sponsor some Health Fair days to reduce the cost of the program to the District.

Please ask the Board to approve this contract. If you have any questions or need any additional information, please call me. As always, I appreciate the assistance that I have received from you and your staff during this process.





## SERVICE AGREEMENT

This document defines the Service Agreement ("Agreement") by and between the District School Board of Pasco County located at 7227 Land O Lakes Blvd Land O Lakes, FL 34638; hereinafter referred to as ("Contracting Employer"), and DPN USA LLC., d.b.a. "HealthFair", with its principal place of business located at 1890 Semoran Boulevard, Suite 319, Winter Park, Florida 32792, hereinafter referred to as ("HealthFair").

**Description.** HealthFair is being contracted by the Contracting Employer to deliver certain preventive health screenings for the Contracting Employer's eligible employees, retirees and COBRA participants as defined in this Agreement and on the attached Schedule A. In order to execute this Agreement and deliver its services, HealthFair will provide its Vehicle(s), Equipment, Screening Results and Staff according to the terms and conditions as set forth herein.

**Delivery of Services.** HealthFair shall deliver its health screening services in accordance with the times and dates as listed on Schedule A. The HealthFair staff will be given a fifteen (15) minute break once every two (2) hours as well as one (1) hour for lunch.

**Screening Package Definition:** (as Defined on Exhibit A)

**Delivery of Screening Results.** HealthFair will deliver the aggregate results to the Contracting Employer and the individual results to each event participant. The aggregate results will be delivered within fifteen (15) business days following the completion of the last screening event with the Contracting Employer each month for the entire term of the agreement. The individual results will be mailed out to each participant within 2 weeks. Care Here, LLC onsite Health and Wellness Centers, the Contracting Employer's onsite wellness center vendor, will be provided with access to view all Screening Participants' screening results, provided each such Screening Participant has first authorized access pursuant to a written authorization in the form attached hereto as Exhibit "B".

**Payment Terms.** The parties acknowledge and agree that payment will be made as follows:

**1. Deposit and Balance.**

- a. **Deposit.** In order to book and reserve an event date or series of event dates, the first installment of \$19,080 equal to the total of one month's screening events fee ("Deposit") will be billed upon execution of this Agreement. This Deposit will be considered satisfied by the deposit amount due and payable under the Service Agreement by and between The District School Board of Pasco County, Florida, Florida Hospital Zephyrhills and DPN USA LLC., d.b.a. "HealthFair" of which \$2,000 is due by HOSPITAL and \$17,080 is due by the Contracting Employer payable by Care Here, LLC on behalf of the Contracting Employer. The Deposit is due 30 days from the date of execution of this Agreement. The Deposit is based on an amount equal to the total of one month's screening events (approximately three (3) screening events per month) as set forth in Exhibit A. The parties understand and agree that the event dates will not be booked and/or reserved until the deposit fee is remitted to HealthFair.
- b. **Remaining Balance Due.** The remaining installments ("Balance") of \$19,080 per day are due and payable from the Contracting Employer within thirty (30) days upon conclusion of each month of HealthFair services performed for the Contracting Employer as set forth in the Schedule of Screening Days, Exhibit "A".



- c. **Late Payment Fees.** If the Contracting Employer fails to pay any amount hereunder when due; HealthFair shall notify Contracting Employer of such non-payment, and Contracting Employer shall have thirty (30) days to submit payment. If Contracting Employer fails to submit such payment, then HealthFair may charge Contracting Employer interest at the highest rate allowable by law per day on such past due amount until payment is made by Contracting Employer.
- d. **Daily Minimum.** The Contracting Employer will be responsible for reaching a \$6,360 average daily minimum revenue for each screening date identified on Schedule A.

## 2. Additional Fees.

- a. Any participant screenings or services which exceed the specified contract amount will be billed at the Fee Per Participant rate as identified on Schedule A.

**Cancellation Terms.** This Agreement may be terminated by the Contracting Employer at any time with thirty (30) days notice ("Termination"). However, in the event of Termination any deposit provided shall be deemed earned by HealthFair and shall not be returned to the Contracting Employer. Furthermore, the Contracting Employer shall remain liable for any and all events that have taken place. The cancellation notice must be in writing and delivered via facsimile, courier service, certified mail, or e-mail to the CFO of HealthFair, currently Jerry Cox and deliverable to [jerry@healthfair.com](mailto:jerry@healthfair.com) with a copy to corporate counsel, currently Sid Shams and deliverable to [SShams@shamslawfirm.com](mailto:SShams@shamslawfirm.com) THE PARTIES ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF A TERMINATION AS PROVIDED FOR HEREIN SUCH SHALL NOT APPLY TO THE CONTRACTING EMPLOYER'S PAYMENT OBLIGATION AS SPECIFIED ABOVE AND SHALL NOT TERMINATE EITHER PARTIES CONTINUING OBLIGATIONS RELATED TO HIPAA COMPLIANCE OR GOVERNING LAW. This Agreement may be cancelled by HealthFair in the event that the Contracting Employer (i) fails to make timely payment as set forth herein; (ii) makes an assignment for the benefit of creditors; (iii) enters into bankruptcy proceedings, either voluntarily or involuntary; or (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent.

**HIPAA Compliance.** If the Contracting Employer requests that individual results are to be sent to the Contracting Employer instead of to each participant at their home address, each participating employee must sign a HIPAA Compliant waiver allowing HealthFair to deliver the screening results, each contained in a separate sealed envelope, to the Contracting Employer, to deliver to each participating employee. This waiver will be produced and distributed by the Contracting Employer at the Contracting Employer's expense. These sealed packages will contain personal health information which is considered strictly confidential and may not be opened by anyone other than the employee. In addition, HealthFair will deliver a summary report which aggregates the data in a manner that does not contain any identifiable personal health information in the reports issued to the Contracting Employer.

**Intellectual Property.** All data and information regarding Contracting Employer and HealthFair, their accounts, affiliates, customers, products, processes, systems, strategies or proprietary third party products shall be deemed "Confidential Information." Each party agrees to maintain all such Confidential Information of the other party in strict confidence, to use such information solely in the course of performing its obligations hereunder, and to make no disclosure of such information except in accordance with the terms of this Agreement.

**Relationship of Parties.** Nothing herein shall create any relationship of the parties other than that of independent contractor. HealthFair is an independent contractor of Contracting Employer hereunder and shall have no authority to bind the Contracting Employer to any obligation or liability to any third party. Neither party nor any personnel of any party shall be deemed an employee, associate, partner, joint venturer, or agent of the other party for any purpose whatsoever. Neither party's personnel shall have any rights under the other's employee health and welfare benefit or fringe benefit plans and, without limiting the generality of the foregoing, each party's personnel shall be specifically excluded from



coverage under the other's Workers' Compensation Insurance. Each party shall indemnify the other against any claim or demand for any such lights or coverage by any personnel.

**Indemnification.** As provided for under common law, and to the extent specifically authorized by *Section 768.28, Florida Statutes*, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party.

**Publicity and Advertising.** All advertising and publicity shall be jointly prepared by HealthFair and the Contracting Employer. This use shall be limited and shall not extend any further right to the use of each parties name and or trade or service marks.

**Disclaimer of Warranties and Limitation of Liability.** All services provided by HealthFair are performed on an "AS IS" and "AS AVAILABLE" basis. HealthFair and its affiliates make no representations or warranties of any kind, express or implied, as to the services provided or that the services provided will detect all risk. HealthFair assumes no liability or responsibility for the medical condition of any participant. HealthFair assumes no liability or responsibility for the performance or failure to perform of any affiliate, independent contractor, or third party providing services in connection with the services provided by HealthFair. To the fullest extent permitted by law, HealthFair and its affiliates disclaim all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. HealthFair shall not be liable for any special, incidental, indirect, punitive or consequential damages arising from the performance of this Agreement whether based on contract, tort, or any other legal theory. The maximum liability of HealthFair and its affiliated companies and all of their officers, directors, members, managers, shareholders, employees, principals, and agents thereof in connection with the services provided shall be limited to the amount of fees paid by the Contracting Employer pursuant to this Agreement.

**Disclaimer of Services.** The services provided by HealthFair are not medical advice and are for informational purposes only. It is the sole responsibility of the individual receiving the services to be provided hereunder to share that information with their healthcare providers. These services are intended to assist in achieving a healthier lifestyle and enhanced treatment from the participant's healthcare providers. HealthFair is not responsible for any action or lack of action taken by any party with regard to the results of the services provided by HealthFair.

**Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be withheld or delayed unreasonably.

**Force Majeure.** In the event the operations of either party are interrupted by war, fire, insurrection, labor troubles, riots, the elements, earthquakes, or acts of God, the provisions of this Agreement may be suspended for the duration of such interruption without liability to the other. Should a substantial part of the services which either party has agreed to provide to the other party hereunder be interrupted pursuant to such event for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other.

**JURY WAIVER.** IN THE EVENT THAT COURT REMEDIES ARE SOUGHT , IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND ~~NOT TO A JURY.~~ EACH PARTY

CONTRACT REVIEWED  
AND APPROVED:  
*W* 8/2/13

HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY TO THIS AGREEMENT OF THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE AND NEITHER PARTY HAS RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

**ADVICE OF COUNSEL.** EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THE JURY WAIVER, WHICH CONCERNS THE WAIVER OF EACH PARTY'S RIGHT TO TRIAL BY JURY.

**Joint Drafting.** Each party acknowledges that the drafting of this Agreement has been a joint effort and shall not be construed against either party.

**Governing Law.** This Agreement shall be governed by the laws of the State of Florida without regard to the conflict of laws. Furthermore, any action brought to enforce this Agreement shall be made in the courts in and for Pasco County, Florida.

**Written Notice.** Any notice required pursuant to this Agreement must be delivered to the recipient in writing in order to be effective. In addition, any proposed changes to any term or condition of this Agreement must be in writing, must be mutually agreed upon and signed by each of the parties in order to become effective.

**Waiver.** The waiver or a breach of this Agreement by either party to this Agreement shall not act as a continuing waiver by the non-breaching party. In addition, the waiver or a breach of a specific provision of this Agreement by the non-breaching party shall not serve as a waiver of the breach of any other term or condition of this Agreement.

Public Records. To the extent required by §119.0701, Florida Statute (2013), the Parties agree that public records created regarding this agreement shall be made available for requests and retained in accordance with the provisions of law.

This Agreement is accepted and agreed to on this \_\_\_ day of \_\_\_\_\_, 2013 by and between:

**Contracting Employer:**

**HealthFair:**

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CONTRACT REVIEWED  
AND APPROVED:  
*MW 8-12-13*



**Exhibit A**  
**HealthFair Service Agreement**

**Company Name:** The District School Board of Pasco County, Florida  
**Company Address:** 7227 Land O Lakes Blvd.  
Land O Lakes, FL 3638  
**Contact Name:** Mary Tillman  
**Contact Title:** Director of Employee Benefits, Assistance & Risk Management  
**Phone Number:** 813-794-2759  
**Fax Number:** \_\_\_\_\_  
**Email Address:** mtillman@pasco.k12.fl.us

**Screening Event Schedule & Location Information**

Event Address	Co-Sponsor	Date	Screening Hours	Start Time	End Time	Vehicle on-site arrival time
Pasco Schools Administration 7227 Land O' Lakes Blvd Land O' Lakes, FL 34638	FHWC	8/26/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Pine View Elementary School 5333 Parkway Blvd. Land O' Lakes, FL 34639	FHWC	8/27/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Zephyrhills High School 6335 12 <sup>th</sup> Street Zephyrhills, FL 33542	FHZ	8/28/13	8	7 a.m. 11 a.m. lunch break	4 p.m.	6 a.m.
Hudson High School 14410 Cobra Way Hudson, FL 34669		8/29/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Pasco Schools Administration 7227 Land O Lakes Blvd Land O' Lakes, FL 34638	FHWC	8/30/13	8	7 a.m. 11 a.m. lunch break	4 p.m.	6 a.m.
Pasco High School 36850 SR 52 Dade City, FL 33525	FHZ	9/24/13	8	7 a.m. 11 a.m. lunch break	4 p.m.	6 a.m.
Gulf High School 5355 School Rd. New Port Richey, FL 34652		9/25/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Wesley Chapel High School 30651 Wells Rd.	FHWC	9/30/13	8	9 a.m. 1 p.m.	6 p.m.	8 a.m.

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AND APPROVED:

*ZW 8.12.13*

Wesley Chapel, FL 33545				lunch break		
Annual Retiree Health Fair Land O' Lakes High School 20325 Gator Lane Land O' Lakes, FL 34638	FHWC	10/21/13	8	8 a.m. 12 p.m. lunch break	5 p.m.	7 a.m.
Pasco Middle School 13925 14 <sup>th</sup> Street Dade City, FL 33525	FHZ	10/29/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Seven Springs Middle School 2441 Little Rd. New Port Richey, FL 34655		10/30/13	8	7 a.m. 11 a.m. lunch break	4 p.m.	6 a.m.
Future Dates TBD						

Package Purchased	Number of Participants	Number of Screening Days	Daily Fee
<b>4 Test Screening Package:</b> Echocardiogram, 12 Lead EKG, Carotid Artery Ultrasound, Arterial Stiffness Index (ASI) \$159.00 per screening	40 per day 1080 Total	3	\$6,360.00

**Screening Price:**

**Other Fees (if applicable):**

**Grand Total:**

	\$6,360
	\$0
	\$19,080

<b>Employer:</b>	<b>HealthFair:</b>
Authorized Signature: <i>Mary Tillman</i>	Authorized Signature: <i>Jerry L Cox</i>
By: <i>Mary Tillman</i>	By: <i>Jerry L Cox</i>
Its: <i>Director - EBARM</i>	Its: <i>CFO</i>

For HealthFair Use Only

Account Executive	HUB City	Vehicle Number	Distance from HUB

CONTRACT REVIEWED  
AND APPROVED:  
*lw 8-12-13*



## BUSINESS ASSOCIATE AGREEMENT ("BA Agreement")

To the extent that the District School Board of Pasco County ("Covered Entity") discloses Protected Health Information to DPN USA, LLC d/b/a HealthFair ("Business Associate") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996, as amended, ("HIPAA"), Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and, to the extent applicable, the Federal Trade Commission's Red Flags Rule:

### 1. General Terms and Conditions

- (a) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and subparts A and E of part 164.
- (b) "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and subparts A and C of part 164.
- (c) Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR §160.103 and 164.501.

### 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.
- (c) Business Associate agrees to report to Covered Entity's Privacy Official, within five (5) business days, any use or disclosure of the Protected Health Information not provided for by this BA Agreement, including the identification of each individual whose unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach. This includes, but is not limited to, a breach of the security of any data covered by Section 817.5681, *Florida Statutes*.
- (d) Business Associate agrees to ensure that any agent or subcontractor to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.
- (e) To the extent Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45

CONTRACT REVIEWED  
AND APPROVED:  
*aw 8.12.13*

C.F.R. § 164.524, including provision of records in electronic form to the extent required by the HITECH Act.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity.

(g) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(h) Business Associate agrees to document all disclosures of Protected Health Information in its possession and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, the HITECH Act, and Florida law.

(i) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(h) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, the HITECH Act, and Florida law.

(j) Business Associate agrees to, subject to subsection 4(c) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies.

(k) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of Protected Health Information in violation of this BA Agreement.

(l) Business Associate agrees to indemnify, insure, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents, or members of its workforce, each of the foregoing hereinafter referred to as an "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this BA Agreement or of any warranty hereunder or from any negligence, wrongful acts, or omissions, including the failure to perform its obligations under HIPAA, as well as the additional obligations under the HITECH Act, by Business Associate or its employees, directors, officers, subcontractors, agents, or members of its workforce. This includes, but is not limited to, expenses associated with notification to individuals and/or the media in the event of a breach of Protected Health Information held by Business Associate. Accordingly, on demand, Business Associate shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason.





(m) In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, Business Associate will:

1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (EPHI) that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;
2. Ensure that any agent or subcontractor to whom it provides such EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI; and
3. Report to Covered Entity any Security Incident of which it becomes aware.

(n) Except as otherwise allowed in this BA Agreement, HIPAA, and the HITECH Act, Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization.

(o) Business Associate shall use and disclose only the minimum necessary Protected Health Information to accomplish the intended purpose of such use, disclosure or request. Prior to any use or disclosure, Business Associate shall determine whether a Limited Data Set would be sufficient for these purposes.

(p) Covered Entity, in its sole and absolute discretion, may elect to delegate to Business Associate the requirement under HIPAA and the HITECH Act to notify affected individuals of a breach of unsecured Protected Health Information if such breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. If Covered Entity elects to make such delegation, Business Associate shall perform such notifications and any other reasonable remediation services (i) at Business Associate's sole cost and expense, and (ii) in compliance with all applicable laws including HIPAA and the HITECH Act. Business Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any breach notification that Business Associate provides to Individuals.

(q) Beginning on February 17, 2010, or such earlier date as required by law or regulation, Business Associate agrees to comply with the following:

i. Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

ii. Unless Covered Entity agrees, in writing, that this requirement is infeasible with respect to particular data, Business Associate shall secure all Protected Health Information by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards



developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by the HITECH Act.

iii. Business Associate may use and disclose Protected Health Information that Business Associate obtains or creates only if such use or disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

iv. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that, if it knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible, or if termination is not feasible, report the problem to the Secretary.

### **3. Permitted Uses and Disclosures of Protected Health Information by Business Associate**

#### **3.1 General Use and Disclosure Provisions**

Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this BA Agreement, provided that such use or disclosure complies with HIPAA. Business Associate acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

#### **3.2 Specific Use and Disclosure Provisions**

(a) Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity and fulfill its obligations under any underlying agreement with Covered Entity, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

(b) Business Associate may use and disclose Protected Health Information for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such disclosure, the following requirements are met:

- (i) the disclosure is Required By Law; or





(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity, relating to the health care operations of Covered Entity.

#### 4. **Survival and Termination**

(a) Survival

Business Associate's obligations under this BA Agreement shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause

Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide written notice to Business Associate and may terminate this BA Agreement and any underlying agreement with Business Associate if Business Associate does not cure the breach or end the violation within 30 days.

(c) Effect of Termination

(1) Except as provided below in paragraph 4(c)(2) of this BA Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business



Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree in writing to extend any and all protections, limitations and restrictions contained in this BA Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

**5. Interpretation and Amendment of this BA Agreement**

To the degree the terms of this BA Agreement conflict with the terms of any underlying contract, the terms of this BA Agreement shall control. A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the HITECH Act. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

**6. No Third Party Rights/Independent Contractors**

The parties to this BA Agreement do not intend to create any rights in any third parties. The parties agree that they are independent contractors and not agents of each other.

**7. Notices**

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA agreement by written notice to the other party.

Notice to

Mary Tillman  
Director of Employee Benefits & Risk Management  
The School Board of Pasco County, Florida  
7227 Land O Lakes Blvd  
Land O Lakes, FL 34638

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice to Company:

DPN USA, LLC d/b/a HealthFair  
1890 State Rd. 436, Suite 319  
Winter Park, FL 32792-2228

CONTRACT REVIEWED  
AND APPROVED:  
*LW 8-12-13*



## 8. Compliance with Red Flags Rule

This Subsection 8 applies if and only to the extent that Business Associate performs "Account Services," as defined below:

(a) Definitions.

a.1 "Account Services" means the activities Covered Entity engages Business Associate to perform (1) for Covered Entity in connection with a Covered Account, or (2) for Covered Entity's patients in connection with a Covered Account. The term "Account Services" includes, but is not limited to, maintain, or close a Covered Account.

a.2 "Covered Account" means any Covered Entity account or relationship with a patient or customer that meets the Red Flags Rule definition of a Covered Account, as specified in 16 C.F.R. §681.1(b)(3), and any account reasonably designated by Covered Entity as a "covered account."

a.3 "Identifying Information" has the same meaning as specified for Identifying Information in the Red Flags Rule, which is subject to change from time to time, and includes any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any (1) name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number; (2) unique biometric data, such as fingerprint, voice print, retina or iris image, or other unique physical representation; (3) unique electronic identification number, address, or routing code; or (4) telecommunication identifying information or access device (as defined in 18 U.S.C. 1029(e)).

a.4 "Red Flags Rule" means the "Identity Theft Red Flags and Address Discrepancies Under the Fair and Accurate Credit Transactions Act of 2003," promulgated at 16 C.F.R. §681.

(b) Managing a Program. If Business Associate provides Account Services, Business Associate warrants (1) that it has implemented an identity theft program ("Program") that complies with the Red Flag Rule, and (2) Business Associate's Program applies to all Covered Account(s) for which it provides Account Services.

(c) Responding to Red Flags. When Business Associate detects a Red Flag associated with a Covered Entity Covered Account, Business Associate shall (1) respond to the Red Flag in accordance with Business Associate's Program, and (2) within a reasonable time of detecting the Red Flag, Business Associate shall notify Covered Entity in writing of (i) the Red Flag(s) that were detected, (ii) the associated Covered Account(s), and (iii) the Business Associate's response to the Red Flag(s).

CONTRACT REVIEWED  
AND APPROVED:

*W 8-12-13*

IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective as of the last signature date below.

Covered Entity:

District School Board of Pasco County

By: Mary Fullmer

Date: 7/11/13

Business Associate:

DPN USA, LLC d/b/a HealthFair

By: JLW, CFO

Date: 7/23/13

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AND APPROVED:

JLW 8.12.13



## CONFIDENTIALITY AGREEMENT

AGREEMENT between District School Board of Pasco County ("Covered Entity") and DPN USA, LLC d/b/a HealthFair ("Contractor") shall be effective 7/23, 2013 or upon the signature of both parties, whichever is later.

WHEREAS, Contractor has been engaged by the Covered Entity to assist the Covered Entity in the conduct of its business; and

WHEREAS, Covered Entity has provided or will provide certain patient and corporate information to Contractor; and

WHEREAS, Contractor and the Covered Entity desire to establish certain conditions with respect to information disclosed to Contractor;

NOW THEREFORE, the parties, intending to be legally bound hereby, do agree as follows:

### 1. Confidentiality and Required Disclosures.

#### 1.1 Confidential Information.

**1.1.1 Definition of "Confidential Information".** For purposes of this Agreement, "Confidential Information" includes, without limitation, the following:

**1.1.1.1** General Information including, without limitation, Covered Entity's trade secrets, intellectual property, and information relating to the acquisition, ownership, operation, financing, or staffing of any of the Covered Entity's health care facilities or offices, whether owned, leased, or managed by the Covered Entity;

**1.1.1.2** Financial Information including, without limitation, information relating to the Covered Entity's earnings, assets, debts, prices, pricing structure, volume of purchases or sales or other financial data, whether related to the Covered Entity, or to particular products, services, geographic areas, or time periods;

**1.1.1.3** Supply and Service Information including, without limitation, information relating to goods and services, suppliers' names or addresses, terms of supply, service contracts, of particular transactions, or related information about potential suppliers;



**1.1.1.4** Personnel Information including without limitation, information relating to employees, personnel or medical histories, compensation or other terms of employment, actual or proposed promotions, hirings, resignations, disciplinary actions, terminations or reasons therefore, training methods, performance, and other employee information;

**1.1.1.5** Patient Information including without limitation, information relating to past, existing, or prospective patients' names, addresses, backgrounds, records of agreements and prices, proposals or agreements between patients and the Covered Entity, status of patients' accounts or credit, or related information about actual or prospective patients as well as patient lists.

**1.1.2 Duty to Protect.** Contractor recognizes and acknowledges that, by virtue of entering into this Agreement, Contractor and/or its Personnel will have access to the Covered Entity's Confidential Information and that the Confidential Information constitutes valuable, special, and unique property of the Covered Entity. Therefore, both during and after the Initial Term and any Renewal Terms of this Agreement, Contractor shall (i) hold all Confidential Information in strict confidence and in trust, for the sole benefit of the Covered Entity, and not discuss, communicate, or transmit to others, or make any unauthorized copy of or use Confidential Information in any capacity, position, or business, except as it directly relates to the obligations of the Covered Entity hereunder; and (ii) take all reasonable actions that the Covered Entity deems necessary or appropriate to prevent unauthorized use or disclosure of or to protect the Covered Entity's interest in the Confidential Information. All Confidential Information is and shall remain the property of the Covered Entity and upon termination of this Agreement, Contractor shall deliver to the Covered Entity all copies of all Confidential Information in Contractor's possession or control.

**1.1.3 Exceptions.** Subsection 1.1 of this Agreement does not apply to disclosure compelled by judicial or administrative proceedings, or disclosure requested by any governmental agency after Contractor notifies the Covered Entity of such compelled or requested disclosure.

**1.1.4 Information Concerning this Agreement.** Except for disclosure to its legal counsel, accountant, or financial advisers (none of whom shall be associated or affiliated in any way with the Covered Entity) and as otherwise stated in the Covered Entity's Agreement, Contractor shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is otherwise authorized by the terms of Section 1.1 of this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the Covered Entity with the option of pursuing legal remedies for breach or immediate termination of this Agreement.

**1.1.5 Additional Provisions Concerning Protected Health Information/ Business Associate Agreement.** Contractor assures the Covered Entity that Contractor on behalf of itself and its Personnel, will appropriately safeguard protected health information, including electronic protected health information, made available to or obtained by Contractor in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended.

**1.1.6 Survival.** The terms of Article 1 shall survive the termination, expiration or nonrenewal of this Agreement.

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*uw 8.12.13*



**1.2 Breach.** Any breach by Contractor of any of the provisions of this Confidentiality Section shall entitle the Covered Entity to a permanent injunction and/or other injunctive relief in order to prevent or restrain the breach by Contractor or Contractor's Personnel, partners, agents, representatives, servants, independent contractors, or any and all persons or entities directly or indirectly acting for or with Contractor. The rights and remedies of the Covered Entity under this Section are in addition to and not in limitation of any of the rights, remedies, or damages available to it in this Agreement, at law or in equity.

**1.3 Reasonable and Severable.** Contractor has carefully read and considered the provisions of this Section, and having done so, agrees that the restrictions set forth in this Section are fair and reasonably required for the protection of the interests of the Covered Entity. Notwithstanding the foregoing, if any part of the covenants set forth in this Section are held invalid or unenforceable, the remaining parts thereof will continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. If any provision of this Section is declared by a court of competent jurisdiction unreasonable or unenforceable, the court will enforce the provision in a way which it deems to be reasonable and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Contractor:

Covered Entity:

DPN USA, LLC d/b/a HealthFair

District School Board of Pasco County

By: JL Cox

By: Mary Fullman

Title: CFO

Title: Director-EBARM

Date: 7/23/13

Date: 7/11/13

CONTRACT REVIEWED  
AND APPROVED:  
LW 8.12.13



## SERVICE AGREEMENT

This document defines the Service Agreement ("Agreement") by and between The District School Board of Pasco County, Florida located at 7227 Land O Lakes Blvd., Land O Lakes, FL 34638; hereinafter referred to as ("Contracting Employer"), and Florida Hospital Zephyrhills, hereinafter referred to as ("HOSPITAL") and DPN USA LLC., d.b.a. "HealthFair", with its principal place of business located at 1890 Semoran Boulevard, Suite 319, Winter Park, Florida 32792, hereinafter referred to as ("HealthFair").

**Description.** HealthFair is being contracted by the Contracting Employer to deliver certain preventive Mobile Health Screenings for the Contracting Employer's eligible employees, retirees and COBRA participants as defined in this Agreement and on the attached Schedule A and by the HOSPITAL to deliver screening results set forth herein. In order to execute this Agreement and deliver its services, HealthFair will provide its Vehicle(s), Equipment, Screening Results and Staff according to the terms and conditions as set forth herein.

**1. Mobile Health Screenings:** HealthFair shall provide preventive Mobile Health Screenings according to the schedule set forth in Exhibit "A" hereto utilizing a Mobile Unit. Each Mobile Health Screening shall offer health and wellness screening services to the Contracting Employer's eligible employees, retirees and COBRA participants set forth herein. It is HOSPITAL's sole option to conduct any follow-up with Contracting Employer's eligible employees, dependents, retirees and COBRA participants who signed the referenced authorization form. HealthFair, the Contracting Employer and HOSPITAL are independent, non-related entities, and as such neither HealthFair, the Contracting Employer or the HOSPITAL respectively exercise any control or direction over how each other's personnel practice medicine or provide services contemplated hereunder. Nothing contained in this Agreement requires referrals to health care facilities, interferes with patients' choice for medical treatment or interferes with HealthFair's Personnel's independent medical judgment. HealthFair acknowledges that HOSPITAL at its sole option may provide follow-up care recommendations to a limited subset of screening participants and that HOSPITAL shall not make decisions relating to care and treatment unless and until a physician-patient relationship is developed. HealthFair shall control the design of all marketing/educational materials and media in conjunction with the Contracting Employer and the HOSPITAL. HealthFair reserves the right to adjust marketing/educational materials and methodologies in conjunction with the Contracting Employer and the HOSPITAL during the course of the program for maximum effectiveness to fill appointment times.

In addition, HealthFair will perform the following services:

- Develop and provide co-branded HealthFair/Contracting-Employer/HOSPITAL marketing/educational materials as deemed necessary for maximum effectiveness to fill appointment times.
- Prepare print articles for publication in local newspapers, other print media, and multimedia as deemed necessary for maximum effectiveness.
- Develop a co-branded landing page on the HealthFair website for the Contracting Employer and HOSPITAL.
- HealthFair shall provide outbound phone calls, email and/or direct mail to the Contracting Employer's eligible employees, retirees and COBRA participants for appointment scheduling as deemed necessary for maximum effectiveness.
- Develop other co-branded promotions as deemed necessary to promote Mobile Screening Services.
- Provide Closed Circuit TV educational opportunities via DVD on Mobile Unit.
- Provide all necessary medical equipment relating to screening services, including scrubs.



- Each mobile unit is staffed with qualified cardiovascular technicians and medical screening technicians.
- Provide all necessary medical supplies for screening services on Mobile Unit.
- HealthFair arranges for proper disposal services for all bio-hazardous materials generated as a result of the screenings.
- HealthFair secures and pays for reading and interpretation services from qualified physicians for screening services.
- Provide the Screening Participant with a copy of all health and wellness screening results performed on the Screening Participant and make those screening results available via HealthFair's HIPAA compliant, EMR based patient portal for follow-up activities.
- Communicate to all screening participants that they may seek follow-up care or other health services from their provider of choice, including, but not limited to HOSPITAL.
- Provide HOSPITAL with access to view all Screening Participants' screening results via HealthFair's HIPAA compliant, EMR based patient portal, provided each such Screening Participant has first authorized access pursuant to a written authorization in the form attached hereto as Exhibit "B".

**2. Delivery of Services.** HealthFair shall deliver its health screening services in accordance with the times and dates as listed on Exhibit A. The HealthFair staff will be given a fifteen (15) minute break once every two (2) hours as well as one (1) hour for lunch.

**Screening Package Definition:** (as Defined on Exhibit A)

**Delivery of Screening Results.** HealthFair will deliver the aggregate results to the Contracting Employer and the individual results to each event participant. The aggregate results will be delivered within fifteen (15) business days following the completion of the last screening event with the Contracting Employer each month for the entire term of the agreement. The individual results will be mailed out to each participant within two (2) weeks. HOSPITAL will be provided with access to view all Screening Participants' screening results, provided each such Screening Participant has first authorized access pursuant to a written authorization in the form attached hereto as Exhibit "B".

**Payment Terms.** The parties acknowledge and agree that payment will be made by the Contracting Employer and the HOSPITAL as part of this agreement to "co-sponsor" wellness dollars to the Contracting Employer's preventive health screenings program as follows:

1. **Fees:** In consideration of the Mobile Health Screenings, HealthFair shall receive the following compensation:

- HOSPITAL shall pay HealthFair \$2,000 per day for 12 health screening days to take place 7/1/13 to 6/30/14, over one 12 month period at a frequency of one per month. Contracting Employer shall pay HealthFair \$ 4,360 per day for 12 health screening days to take place within the same corresponding period and frequency stated above as inclusive in the entire the Service Agreement by and between the District School Board of Pasco County and DPN USA LLC., d.b.a "HealthFair". The parties shall mutually agree to a Schedule of Screening Days, containing dates and locations as set forth in Exhibit "A", which shall be attached to and incorporated into this Agreement once completed.

**2. Deposit and Balance.**






- a. **Deposit.** In order to book and reserve an event date or series of event dates, the first installment of \$19,080 equal to the total of one month's screening events will be billed upon execution of this Agreement of which \$2,000 is due by HOSPITAL and \$17,080 is due by the Contracting Employer. The Deposit is due 30 days from the date of execution of this Agreement from HOSPITAL for its corresponding deposit share and payable by Care Here, LLC on behalf of the Contracting Employer for its corresponding deposit share. The Deposit is based on an amount equal to the total of one month's screening events (approximately three (3) screening events per month) as set forth in Schedule A. The parties understand and agree that the event dates will not be booked and/or reserved until the deposit fee is remitted to HealthFair.
- b. **Remaining Balance Due.** The remaining Eleven (11) installments ("Balance") of \$19,080 per day are due and payable from the Contracting Employer in the amount of \$17,080 per day and from the HOSPITAL in the amount of \$2,000 per day for the remaining 11 screening events within thirty (30) days upon conclusion of each month of HealthFair services performed for the Contracting Employer as set forth in the Schedule of Screening Days, Schedule "A". Separate invoices will be provided to the HOSPITAL and Contracting Employer
- c. **Late Payment Fees.** If either the HOSPITAL or the Contracting Employer fail to pay any amount hereunder when due; HealthFair shall notify HOSPITAL and Contracting Employer of such non-payment, and HOSPITAL and Contracting Employer shall have fifteen (15) days to submit payment. If HOSPITAL and Contracting Employer fail to submit such payment, then HealthFair may charge HOSPITAL and Contracting Employer interest at the highest rate allowable by law per day on such past due amount until payment is made by HOSPITAL and Contracting Employer.
- d. **Daily Minimum.** The HOSPITAL and Contracting Employer will be responsible for reaching an average daily minimum 40 health screenings for each screening date. The HOSPITAL will be responsible for payment of \$2,000 and the Contracting Employer responsible for \$4,360 of the total \$6,360 average daily minimum revenue for each screening date identified on Exhibit A.

**3. Additional Fees.**

- a. Any participant screenings or services which exceed the specified contract amount will be billed at the Fee Per Participant rate to the Participant as identified on Exhibit A.

**Cancellation Terms.** This Agreement may be terminated by the HOSPITAL or Contracting Employer at any time with thirty (30) days notice ("Termination"). However, in the event of Termination any deposit provided shall be deemed earned by HealthFair and shall not be returned to the HOSPITAL or Contracting Employer. Furthermore, the HOSPITAL and Contracting Employer shall remain liable for any and all events that have taken place. The cancellation notice must be in writing and delivered via facsimile, courier service, certified mail, or e-mail to the CFO of HealthFair, currently Jerry Cox and deliverable to [jerry@healthfair.com](mailto:jerry@healthfair.com) with a copy to corporate counsel, currently Sid Shams and deliverable to [SShams@shamslawfirm.com](mailto:SShams@shamslawfirm.com). THE PARTIES ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF A TERMINATION AS PROVIDED FOR HEREIN SUCH SHALL NOT APPLY TO THE HOSPITAL'S PAYMENT OBLIGATION AS SPECIFIED ABOVE AND SHALL NOT TERMINATE ANY PARTIES CONTINUING OBLIGATIONS RELATED TO HIPAA COMPLIANCE OR GOVERNING LAW. This Agreement may be cancelled by HealthFair in the event that the HOSPITAL and Contracting Employer (i) fail to make timely payment as set forth herein; (ii) makes an assignment for the benefit of creditors; (iii) enters into bankruptcy proceedings, either voluntarily or involuntary; or (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent.

**Compliance.** HealthFair shall ensure that all HealthFair Personnel engaged in the provision of health and wellness services offered as a component of the Mobile Health Screenings are appropriately licensed and qualified to provide such health and wellness screening services. HealthFair shall comply, and shall

HealthFair shall comply,  
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ensure its Personnel comply with all Applicable Laws (as defined herein) in the provision of services pursuant to this Agreement. Such compliance shall include, without limitation, compliance with all applicable rules, regulations and guidelines issued by the Occupational Health and Safety Administration ("OHSA") with respect to infection control, compliance with all state and federal laws and regulations regarding the disposal of bio-hazardous waste, and compliance with state and federal laws and regulations regarding the privacy and the confidentiality of patients' records. "Personnel" shall include employees, agents, contractors, servants and/or representatives.

**HIPAA Compliance.** Each party shall comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA").

HealthFair will deliver a summary report which aggregates the data in a manner that does not contain any identifiable personal health information in the reports issued to the Contracting Employer. If the Contracting Employer requests that individual results are to be sent to the Contracting Employer instead of to each participant at their home address, each participating employee must sign a HIPAA Compliant waiver allowing HealthFair to deliver the screening results, each contained in a separate sealed envelope, to the Contracting Employer, to deliver to each participating employee. This waiver will be produced and distributed by the Contracting Employer at the Contracting Employer's expense. These sealed packages will contain personal health information which is considered strictly confidential and may not be opened by anyone other than the employee.

**Regulatory Compliance:** Compliance with Stark and Federal Anti Kickback Regulations. HealthFair and Hospital acknowledge and agree that this agreement is not conditioned on any express or implied agreement with HealthFair for referrals of customers or patients to any health care provider. The parties understand and agree that: i) HealthFair is not under any requirement to make referrals to HOSPITAL, ii) HealthFair is not in any position to make or influence referrals to HOSPITAL, iii) HealthFair shall not offer any type of financial benefit for the purpose of generating business for HOSPITAL, and iv) HOSPITAL warrants and represents that it has performed an independent market analysis which has verified that the services being offered to Hospital by HealthFair under this agreement for the agreed upon price terms are being provided at fair market value. Any remuneration paid by HOSPITAL to HealthFair shall be based on the actual value of services provided. The remuneration shall not vary, be adjusted, or negotiated in any manner based on the volume or value of actual or expected referrals by HealthFair or business otherwise generated HOSPITAL by HealthFair. All parties to this agreement agree and acknowledge that HealthFair does not promise or guaranty any referrals to any hospital, doctor, medical or other health related entity. All persons receiving screenings and imaging by HealthFair are provided with the opportunity to choose their own physician for follow-up of the screening and imaging results. In the event that persons receiving screenings choose to have their results forwarded to a particular hospital, doctor or medical facility ("designated medical facility") for follow-up, then it shall be the sole obligation of the designated medical facility to conduct the necessary follow-up with regard to individual screening results provided by HealthFair to the designated medical facility. HealthFair shall have no responsibility for facilitating communications or setting of appointments by and between the designated medical facility and the individual who underwent screening.

The parties enter into this Agreement with the intent of conducting their relationship in full compliance with Applicable Laws, including without limitation, the Medicare/Medicaid Anti-Fraud and Abuse Laws and the so-called "Stark Law". Notwithstanding any unanticipated effect of any of the provisions of this Agreement, neither party shall intentionally conduct itself or under this Agreement in a manner that would constitute a violation of any provision of the Medicare/Medicaid Anti-Fraud and Abuse Laws, or the "Stark Law".

**Confidentiality; Non-Compete.**

- a. **Confidentiality of Agreement.** Each party shall keep this Agreement and its contents confidential and not disclose this Agreement or its contents to any third party other than its

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legal and financial advisors and appropriate personnel, or otherwise as required by law or public records law without the consent of the other party.

- b. **Confidential Information.** HealthFair and HOSPITAL, on their own behalves and on behalf of its Personnel engaged in the provision of services hereunder, acknowledge and agree that in connection with the provision of the services under this Agreement, each party will have access to, use, and, benefit from, certain confidential, proprietary and trade secret materials and information of the other party, and that such information is important, material and gravely affects the effective and successful conduct of the business and goodwill of HOSPITAL and HealthFair. Such information may include, without limitation, financial information; marketing, development, and demographic information; patient, customer and supplier lists and related information; patient medical records and other patient clinical data; compilations of records, information and processes, and other materials, records and/or information of a proprietary nature (collectively, "Confidential Information"). Accordingly, HealthFair and HOSPITAL expressly agree, and shall require that their Personnel expressly agree, that during the Term of this Agreement or at any time after the termination or expiration of this Agreement for any reason, that it shall not, in any fashion, form or manner, disclose or communicate to any person, company or other entity any Confidential Information, obtained during the term of this Agreement except where such confidential information is public knowledge. Provided, however, any use of Confidential Information consistent with and in connection with its duties and the provision of this Agreement is permissible. HealthFair and HOSPITAL further agree, and shall require its Personnel engaged in the provision of services hereunder, to agree, that neither party shall take or retain, without the prior written consent of the other party, Confidential Information of any kind. HealthFair and HOSPITAL acknowledge and agree; that the disclosure of Confidential Information to other persons would result in hardship, loss, irreparable injury and damage, and both parties have a legitimate interest in protecting their Confidential Information.
- c. The parties, on their own behalves and on behalf of its Personnel engaged in the provision of services hereunder, acknowledge and agree that neither party will directly or indirectly, individually or as an officer, director, shareholder, partner, owner, agent, manager affiliate or employee of any other entity, or through any other person or entity in any manner enter into a competing business in the Restricted Area shows on \_\_\_\_\_ (Restricted Area – see Exhibit "C") \_\_\_\_\_ for a period of one (1) year from the date that this Agreement expires, is terminated or canceled. For HealthFair, a "competing business" is defined to be engaging in the formation, or administration of a hospital. For HOSPITAL, "competing business" is defined as any business involved in providing non-emergency health or medical diagnostic screenings utilizing a bus or other vehicle with more than two axels with the capability of providing health or diagnostic screenings at non-hospital locations. Without limiting other possible remedies for the breach of the covenants, contained in this section, the parties agree that injunctive, temporary emergency injunctive, or other equitable relief shall be available to enforce this covenant, without the necessity of posting a bond. The provisions of this section shall survive termination of the Agreement.
- d. **Non-Solicitation.** HealthFair and HOSPITAL, acknowledge and agree that neither party will directly or indirectly, contact or solicit any customer, client or employee of the other party, for the purpose of directly or indirectly soliciting business, staffing or personnel for itself, for an entity affiliated with one of the parties or for any non-affiliated third party, unless otherwise specifically permitted under this Agreement.

**Exclusivity.** HealthFair, the Contracting Employer and HOSPITAL agree that their business relationship within the Restricted Area set forth in Exhibit "C" ("Restricted Area") for the provision of Mobile Health Screenings within the Restricted Area shall be mutually exclusive for the duration of the specific time period for the series of event dates set forth in Section 1, ("Fees") of this Agreement. HealthFair shall

Confidential – not to be copied or shared without the prior written consent of HealthFair.

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AND APPROVED:

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not, at any time during the specific time period for the series of event dates set forth in Section 1, ("Fees") of this Agreement offer Mobile Health Screenings, on behalf of any other hospitals within the Restricted Area set forth in Exhibit "C". The HOSPITAL nor the Contracting Employer shall contract with another company that offers substantially similar services as HealthFair within the Restricted Area for the duration of the entire Agreement. The parties acknowledge and agree that either party's breach of the obligations contained in this Section 9 will result in irreparable harm to the other party. Without limiting other possible remedies for the breach of this Section 9, the parties agree that injunctive or other equitable relief shall be available to the non-breaching party to enforce this covenant, such relief to be without the necessity of posting a bond, cash or otherwise.

**Indemnification. For HOSPITAL:** Each party agrees to indemnify and hold each party, their affiliates and their respective employees, officers and directors, harmless from and against any and all claims, causes of action, liabilities, damages, claims, and expenses, including attorney's fees and court costs, brought against or suffered or incurred by each party, arising out of or resulting from any negligent or wrongful act or omission of each party or its employees or the failure of each or its employees to perform its duties and obligations under this Agreement. This Section shall survive the termination of the Agreement for any reason. **For Contracting Employer:** As provided for under common law, and to the extent specifically authorized by *Section 768.28, Florida Statutes*, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party.

**Insurance.** At all times during the Term (as defined herein) of this Agreement, HealthFair shall maintain, on behalf of itself and its Personnel, and at its sole cost and expense, commercial general liability insurance (including vehicle liability, and personal injury coverage) and professional liability coverage covering the acts and omissions HealthFair and its Personnel during the Term of this Agreement in amounts no less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. HealthFair shall, at HealthFair's cost, name HOSPITAL and Contracting Employer and its affiliated hospitals as an additional insured under such policies. HealthFair shall ensure that such liability coverage is provided for all occurrences which arise during the Term of this Agreement, regardless of when a claim is filed. HealthFair shall provide HOSPITAL and Contracting Employer with certificates of all coverage required under this Agreement, upon request, and shall immediately notify HOSPITAL and Contracting Employer, in writing, of any lapse, change, or cancellation in coverage.

**Intellectual Property.** All data and information regarding Contracting Employer, HOSPITAL and HealthFair, their accounts, affiliates, customers, products, processes, systems, strategies or proprietary third party products shall be deemed "Confidential Information." Each party agrees to maintain all such Confidential Information of the other party in strict confidence, to use such information solely in the course of performing its obligations hereunder, and to make no disclosure of such information except in accordance with the terms of this Agreement.

**Relationship of Parties.** Nothing herein shall create any relationship of the parties other than that of independent contractor. HealthFair is an independent contractor of Contracting Employer and the HOSPITAL hereunder and shall have no authority to bind the Contracting Employer or HOSPITAL to any obligation or liability to any fourth party. Neither party nor any personnel of any party shall be deemed an employee, associate, partner, joint venturer, or agent of the other party for any purpose whatsoever. Neither party's personnel shall have any rights under the other's employee health and welfare benefit or fringe benefit plans and, without limiting the generality of the foregoing, each party's personnel shall be specifically excluded from coverage under the other's Workers' Compensation Insurance. Each party shall indemnify the other against any claim or demand for any such rights or coverage by any personnel.

**Publicity and Advertising.** All advertising and publicity shall be jointly prepared by HealthFair, the Contracting Employer and the HOSPITAL. This use shall be limited and shall not extend any further right to the use of each parties name and or trade or service marks.



**Disclaimer of Warranties and Limitation of Liability.** All services provided by HealthFair are performed on an "AS IS" and "AS AVAILABLE" basis. HealthFair and its affiliates make no representations or warranties of any kind, express or implied, as to the services provided or that the services provided will detect all risk. HealthFair assumes no liability or responsibility for the medical condition of any participant. HealthFair assumes no liability or responsibility for the performance or failure to perform of any affiliate, independent contractor, or third party providing services in connection with the services provided by HealthFair. To the fullest extent permitted by law, HealthFair and its affiliates disclaim all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. HealthFair shall not be liable for any special, incidental, indirect, punitive or consequential damages arising from the performance of this Agreement whether based on contract, tort, or any other legal theory. The maximum liability of HealthFair and its affiliated companies and all of their officers, directors, members, managers, shareholders, employees, principals, and agents thereof in connection with the services provided shall be limited to the amount of fees paid by the Contracting Employer or HOSPITAL pursuant to this Agreement.

**Disclaimer of Services.** The services provided by HealthFair are not medical advice and are for informational purposes only. It is the sole responsibility of the individual receiving the services to be provided hereunder to share that information with their healthcare providers. These services are intended to assist in achieving a healthier lifestyle and enhanced treatment from the participant's healthcare providers. HealthFair is not responsible for any action or lack of action taken by any party with regard to the results of the services provided by HealthFair.

**Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be withheld or delayed unreasonably.

**Force Majeure.** In the event the operations of either party are interrupted by war, fire, insurrection, labor troubles, riots, the elements, earthquakes, or acts of God, the provisions of this Agreement may be suspended for the duration of such interruption without liability to the other. Should a substantial part of the services which either party has agreed to provide to the other party hereunder be interrupted pursuant to such event for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other.

**Dispute Resolution. For HOSPITAL:** Any controversy or claim arising out of or relating to this Agreement or the validity, inducement, or breach thereof, shall be settled by arbitration before a single arbitrator in accordance with the American Health Lawyers Association ("AHLA") Alternative Dispute Resolution Process, and the rules then pertaining (available at [www.healthlawyers.org](http://www.healthlawyers.org)), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be an attorney who has at least ten (10) years of experience with a law firm or corporate law department with demonstrated expertise in the areas of health and corporate law or who was a judge of a court of general jurisdiction. The Arbitrator shall be selected within ten (10) days of commencement of the arbitration from the AHLA's registry of arbitrators pursuant to agreement between the parties. The arbitration shall be held in Orlando, Orange County, Florida, and in rendering the award, the arbitrator must apply the substantive law of Florida without regard to the principles of the conflict of laws, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Each party has the right before or, if the arbitrator cannot hear the matter within an acceptable period, during the arbitration to seek and obtain from the appropriate court provisional remedies, such as preliminary injunction, etc., to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration. The arbitrator shall determine which party is the prevailing party and shall include in the award or relief the reasonable attorney's fees and costs of such prevailing party in the arbitration. THE ARBITRATOR SHALL NOT AWARD ANY PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES. **For Contracting Employer:** Provision has been deleted

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**JURY WAIVER.** IN THE EVENT THAT COURT REMEDIES ARE SOUGHT IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY TO THIS AGREEMENT OF THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE AND NEITHER PARTY HAS RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

**ADVICE OF COUNSEL.** EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THE JURY WAIVER, WHICH CONCERNS THE WAIVER OF EACH PARTY'S RIGHT TO TRIAL BY JURY.

**Joint Drafting.** Each party acknowledges that the drafting of this Agreement has been a joint effort and shall not be construed against either party.

**Governing Law.** This Agreement shall be governed by the laws of the State of Florida without regard to the conflict of laws. Furthermore, any action brought to enforce this Agreement shall be made in the courts in and for Pasco County, Florida.

**Written Notice.** Any notice required pursuant to this Agreement must be delivered to the recipient in writing in order to be effective. In addition, any proposed changes to any term or condition of this Agreement must be in writing, must be mutually agreed upon and signed by each of the parties in order to become effective.

**Waiver.** The waiver or a breach of this Agreement by either party to this Agreement shall not act as a continuing waiver by the non-breaching party. In addition, the waiver or a breach of a specific provision of this Agreement by the non-breaching party shall not serve as a waiver of the breach of any other term or condition of this Agreement.

**Public Records.** To the extent required by §119.0701, Florida Statute (2013), the Parties agree that public records created regarding this agreement shall be made available for requests and retained in accordance with the provisions of law.

This Agreement is accepted and agreed to on this \_\_\_ day of \_\_\_\_\_, 2013 by and between:

**Hospital:**

Authorized Signature: \_\_\_\_\_

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

Its: \_\_\_\_\_

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**Contracting Employer:****HealthFair:**

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "A"**  
**Locations and Dates of Screenings**

HealthFair shall provide Mobile Health Screenings pursuant to this Agreement a minimum of 12 days, excluding Sunday and federal and state holidays. Both parties shall agree upon and approve dates and locations outlined in the table below within 60 days of the execution of the agreement. HealthFair reserves the right to adjust screening event sites based upon availability during the course of the program in conjunction with the Contracting Employer and Hospital for maximum effectiveness to fill appointment times.

### Screening Event Schedule & Location Information

Event Address	Co-Sponsor	Date	Screening Hours	Start Time	End Time	Vehicle on-site arrival time
Pasco Schools Administration 7227 Land O' Lakes Blvd Land O' Lakes, FL 34638	FHWC	8/26/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Pine View Elementary School 5333 Parkway Blvd. Land O' Lakes, FL 34639	FHWC	8/27/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Zephyrhills High School 6335 12 <sup>th</sup> Street Zephyrhills, FL 33542	FHZ	8/28/13	8	7 a.m. 11 a.m. lunch break	4 p.m.	6 a.m.
Hudson High School 14410 Cobra Way Hudson, FL 34669		8/29/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Pasco Schools Administration 7227 Land O Lakes Blvd Land O' Lakes, FL 34638	FHWC	8/30/13	8	7 a.m. 11 a.m. lunch break	4 p.m.	6 a.m.



Pasco High School 36850 SR 52 Dade City, FL 33525	FHZ	9/24/13	8	7 a.m. 11 a.m. lunch break	4 p.m.	6 a.m.
Gulf High School 5355 School Rd. New Port Richey, FL 34652		9/25/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Wesley Chapel High School 30651 Wells Rd. Wesley Chapel, FL 33545	FHWC	9/30/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Annual Retiree Health Fair Land O' Lakes High School 20325 Gator Lane Land O' Lakes, FL 34638	FHWC	10/21/13	8	8 a.m. 12 p.m. lunch break	5 p.m.	7 a.m.
Pasco Middle School 13925 14 <sup>th</sup> Street Dade City, FL 33525	FHZ	10/29/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Seven Springs Middle School 2441 Little Rd. New Port Richey, FL 34655		10/30/13	8	7 a.m. 11 a.m. lunch break	4 p.m.	6 a.m.
Future Dates TBD						

Package Purchased	Number of Participants	Number of Screening Days	Daily Fee
<b>4 Test Screening Package:</b> Echocardiogram, 12 Lead EKG, Carotid Artery Ultrasound, Arterial Stiffness Index (ASI)	40 per day 1080 Total	12	\$6,360.00

**Daily Screening Price:**

**Daily Florida Hospital  
Zephyrhills Co-Sponsorship**

**Daily Pasco Schools Cost**

**12 Day Grand Total:**

	\$6,360
	\$2,000
	\$4,360.00
	\$76,320.00

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EXHIBIT "C"  
Restricted Area

The following zip codes in Pasco County, Florida

33523-Dade City  
33525-Dade City  
33526-Dade City  
33539-Zephyrhills  
33540-Zephyrhills  
33541-Zephyrhills  
33542-Zephyrhills  
33576-San Antonio

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## BUSINESS ASSOCIATE AGREEMENT ("BA Agreement")

To the extent that the Florida Hospital Zephyrhills ("Covered Entity") discloses Protected Health Information to DPN USA, LLC d/b/a HealthFair ("Business Associate") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996, as amended, ("HIPAA"), Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and, to the extent applicable, the Federal Trade Commission's Red Flags Rule:

### 1. General Terms and Conditions

- (a) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and subparts A and E of part 164.
- (b) "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and subparts A and C of part 164.
- (c) Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR §160.103 and 164.501.

### 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.
- (c) Business Associate agrees to report to Covered Entity's Privacy Official, within five (5) business days, any use or disclosure of the Protected Health Information not provided for by this BA Agreement, including the identification of each individual whose unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach. This includes, but is not limited to, a breach of the security of any data covered by Section 817.5681, *Florida Statutes*.
- (d) Business Associate agrees to ensure that any agent or subcontractor to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.
- (e) To the extent Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45

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C.F.R. § 164.524, including provision of records in electronic form to the extent required by the HITECH Act.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity.

(g) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(h) Business Associate agrees to document all disclosures of Protected Health Information in its possession and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, the HITECH Act, and Florida law.

(i) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(h) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, the HITECH Act, and Florida law.

(j) Business Associate agrees to, subject to subsection 4(c) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies.

(k) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of Protected Health Information in violation of this BA Agreement.

(l) Business Associate agrees to indemnify, insure, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents, or members of its workforce, each of the foregoing hereinafter referred to as an "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this BA Agreement or of any warranty hereunder or from any negligence, wrongful acts, or omissions, including the failure to perform its obligations under HIPAA, as well as the additional obligations under the HITECH Act, by Business Associate or its employees, directors, officers, subcontractors, agents, or members of its workforce. This includes, but is not limited to, expenses associated with notification to individuals and/or the media in the event of a breach of Protected Health Information held by Business Associate. Accordingly, on demand, Business Associate shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason.

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(m) In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, Business Associate will:

1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (EPHI) that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;
2. Ensure that any agent or subcontractor to whom it provides such EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI; and
3. Report to Covered Entity any Security Incident of which it becomes aware.

(n) Except as otherwise allowed in this BA Agreement, HIPAA, and the HITECH Act, Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization.

(o) Business Associate shall use and disclose only the minimum necessary Protected Health Information to accomplish the intended purpose of such use, disclosure or request. Prior to any use or disclosure, Business Associate shall determine whether a Limited Data Set would be sufficient for these purposes.

(p) Covered Entity, in its sole and absolute discretion, may elect to delegate to Business Associate the requirement under HIPAA and the HITECH Act to notify affected individuals of a breach of unsecured Protected Health Information if such breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. If Covered Entity elects to make such delegation, Business Associate shall perform such notifications and any other reasonable remediation services (i) at Business Associate's sole cost and expense, and (ii) in compliance with all applicable laws including HIPAA and the HITECH Act. Business Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any breach notification that Business Associate provides to Individuals.

(q) Beginning on February 17, 2010, or such earlier date as required by law or regulation, Business Associate agrees to comply with the following:

i. Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

ii. Unless Covered Entity agrees, in writing, that this requirement is infeasible with respect to particular data, Business Associate shall secure all Protected Health Information by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards

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developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by the HITECH Act.

iii. Business Associate may use and disclose Protected Health Information that Business Associate obtains or creates only if such use or disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

iv. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that, if it knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible, or if termination is not feasible, report the problem to the Secretary.

### **3. Permitted Uses and Disclosures of Protected Health Information by Business Associate**

#### **3.1 General Use and Disclosure Provisions**

Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this BA Agreement, provided that such use or disclosure complies with HIPAA. Business Associate acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

#### **3.2 Specific Use and Disclosure Provisions**

(a) Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity and fulfill its obligations under any underlying agreement with Covered Entity, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

(b) Business Associate may use and disclose Protected Health Information for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such disclosure, the following requirements are met:

(i) the disclosure is Required By Law; or





(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity, relating to the health care operations of Covered Entity.

#### 4. Survival and Termination

(a) Survival

Business Associate's obligations under this BA Agreement shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause

Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide written notice to Business Associate and may terminate this BA Agreement and any underlying agreement with Business Associate if Business Associate does not cure the breach or end the violation within 30 days.

(c) Effect of Termination

(1) Except as provided below in paragraph 4(c)(2) of this BA Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business

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Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree in writing to extend any and all protections, limitations and restrictions contained in this BA Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

**5. Interpretation and Amendment of this BA Agreement**

To the degree the terms of this BA Agreement conflict with the terms of any underlying contract, the terms of this BA Agreement shall control. A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the HITECH Act. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

**6. No Third Party Rights/Independent Contractors**

The parties to this BA Agreement do not intend to create any rights in any third parties. The parties agree that they are independent contractors and not agents of each other.

**7. Notices**

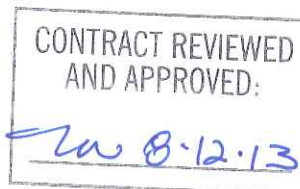
Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA agreement by written notice to the other party.

Notice to Florida Hospital Zephyrhills  
7050 Gall Blvd.  
Zephyrhills, FL 33541

With a copy to: The District School Board of Pasco County  
7227 Land O Lakes Blvd.  
Land O Lakes, FL 34638

Notice to Company: DPN USA, LLC d/b/a HealthFair  
1890 State Rd. 436, Suite 319  
Winter Park, FL 32792-2228

**8. Compliance with Red Flags Rule**





This Subsection 8 applies if and only to the extent that Business Associate performs "Account Services," as defined below:

(a) Definitions.

a.1 "Account Services" means the activities Covered Entity engages Business Associate to perform (1) for Covered Entity in connection with a Covered Account, or (2) for Covered Entity's patients in connection with a Covered Account. The term "Account Services" includes, but is not limited to, maintain, or close a Covered Account.

a.2 "Covered Account" means any Covered Entity account or relationship with a patient or customer that meets the Red Flags Rule definition of a Covered Account, as specified in 16 C.F.R. §681.1(b)(3), and any account reasonably designated by Covered Entity as a "covered account."

a.3 "Identifying Information" has the same meaning as specified for Identifying Information in the Red Flags Rule, which is subject to change from time to time, and includes any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any (1) name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number; (2) unique biometric data, such as fingerprint, voice print, retina or iris image, or other unique physical representation; (3) unique electronic identification number, address, or routing code; or (4) telecommunication identifying information or access device (as defined in 18 U.S.C. 1029(e)).

a.4 "Red Flags Rule" means the "Identity Theft Red Flags and Address Discrepancies Under the Fair and Accurate Credit Transactions Act of 2003," promulgated at 16 C.F.R. §681.

(b) Managing a Program. If Business Associate provides Account Services, Business Associate warrants (1) that it has implemented an identity theft program ("Program") that complies with the Red Flag Rule, and (2) Business Associate's Program applies to all Covered Account(s) for which it provides Account Services.

(c) Responding to Red Flags. When Business Associate detects a Red Flag associated with a Covered Entity Covered Account, Business Associate shall (1) respond to the Red Flag in accordance with Business Associate's Program, and (2) within a reasonable time of detecting the Red Flag, Business Associate shall notify Covered Entity in writing of (i) the Red Flag(s) that were detected, (ii) the associated Covered Account(s), and (iii) the Business Associate's response to the Red Flag(s).

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AND APPROVED:

*lw 8-12-13*

IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective as of the last signature date below.

Covered entity:

Florida Hospital Zephyrhills

By: [Signature]

Date: 6/19/13

Business Associate:

DPN USA, LLC d/b/a HealthFair

By: [Signature], CFO

Date: 7/23/13

CONTRACT REVIEWED  
AND APPROVED:

Zw 8.12.13



## CONFIDENTIALITY AGREEMENT

AGREEMENT between Florida Hospital Zephyrhills ("Covered Entity") and DPN USA, LLC d/b/a HealthFair ("Contractor") shall be effective 7/23/, 2013 or upon the signature of both parties, whichever is later.

WHEREAS, Contractor has been engaged by Florida Hospital Zephyrhills to assist the Covered Entity in the conduct of its business; and

WHEREAS, Florida Hospital Zephyrhills has provided or will provide certain patient and corporate information to Contractor; and

WHEREAS, Contractor and Florida Hospital Zephyrhills desire to establish certain conditions with respect to information disclosed to Contractor;

NOW THEREFORE, the parties, intending to be legally bound hereby, do agree as follows:

### 1. Confidentiality and Required Disclosures.

#### 1.1 Confidential Information.

**1.1.1 Definition of "Confidential Information".** For purposes of this Agreement, "Confidential Information" includes, without limitation, the following:

**1.1.1.1** General Information including, without limitation, Covered Entity's trade secrets, intellectual property, and information relating to the acquisition, ownership, operation, financing, or staffing of any of Covered Entity's health care facilities or offices, whether owned, leased, or managed by the Covered Entity;

**1.1.1.2** Financial Information including, without limitation, information relating to the Covered Entity's earnings, assets, debts, prices, pricing structure, volume of purchases or sales or other financial data, whether related to the Covered Entity, or to particular products, services, geographic areas, or time periods;

**1.1.1.3** Supply and Service Information including, without limitation, information relating to goods and services, suppliers' names or addresses, terms of supply, service contracts, of particular transactions, or related information about potential suppliers;

**1.1.1.4** Personnel Information including without limitation, information relating to employees, personnel or medical histories, compensation or other terms of employment, actual or proposed promotions, hirings, resignations, disciplinary actions, terminations or reasons therefore, training methods, performance, and other employee information;

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AND APPROVED:

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**1.1.1.5** Patient Information including without limitation, information relating to past, existing, or prospective patients' names, addresses, backgrounds, records of agreements and prices, proposals or agreements between patients and Covered Entity, status of patients' accounts or credit, or related information about actual or prospective patients as well as patient lists.

**1.1.2 Duty to Protect.** Contractor recognizes and acknowledges that, by virtue of entering into this Agreement, Contractor and/or its Personnel will have access to Covered Entity's Confidential Information and that the Confidential Information constitutes valuable, special, and unique property of Covered Entity. Therefore, both during and after the Initial Term and any Renewal Terms of this Agreement, Contractor shall (i) hold all Confidential Information in strict confidence and in trust, for the sole benefit of Covered Entity, and not discuss, communicate, or transmit to others, or make any unauthorized copy of or use Confidential Information in any capacity, position, or business, except as it directly relates to the obligations of Covered Entity hereunder; and (ii) take all reasonable actions that Covered Entity deems necessary or appropriate to prevent unauthorized use or disclosure of or to protect Covered Entity interest in the Confidential Information. All Confidential Information is and shall remain the property of Covered Entity and upon termination of this Agreement, Contractor shall deliver to Covered Entity all copies of all Confidential Information in Contractor's possession or control.

**1.1.3 Exceptions.** Subsection 1.1 of this Agreement does not apply to disclosure compelled by judicial or administrative proceedings, or disclosure requested by any governmental agency after Contractor notifies Covered Entity of such compelled or requested disclosure.

**1.1.4 Information Concerning this Agreement.** Except for disclosure to its legal counsel, accountant, or financial advisers (none of whom shall be associated or affiliated in any way with Covered Entity) and as otherwise stated in Covered Entity's Agreement, Contractor shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is otherwise authorized by the terms of Section 1.1 of this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Covered Entity with the option of pursuing legal remedies for breach or immediate termination of this Agreement.

**1.1.5 Additional Provisions Concerning Protected Health Information/ Business Associate Agreement.** Contractor assures Covered Entity that Contractor on behalf of itself and its Personnel, will appropriately safeguard protected health information, including electronic protected health information, made available to or obtained by Contractor in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended.

**1.1.6 Survival.** The terms of Article 1 shall survive the termination, expiration or nonrenewal of this Agreement.

**1.2 Breach.** Any breach by Contractor of any of the provisions of this Confidentiality Section shall entitle Covered Entity to a permanent injunction and/or other injunctive relief in order to prevent or restrain the breach by Contractor or Contractor's Personnel, partners, agents, representatives, servants, independent contractors, or any and all persons or entities directly or indirectly acting for or with Contractor. The rights and remedies of Covered Entity under this Section are in addition to and not in

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limitation of any of the rights, remedies, or damages available to it in this Agreement, at law or in equity.

**1.3 Reasonable and Severable.** Contractor has carefully read and considered the provisions of this Section, and having done so, agrees that the restrictions set forth in this Section are fair and reasonably required for the protection of the interests of Covered Entity. Notwithstanding the foregoing, if any part of the covenants set forth in this Section are held invalid or unenforceable, the remaining parts thereof will continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. If any provision of this Section is declared by a court of competent jurisdiction unreasonable or unenforceable, the court will enforce the provision in a way which it deems to be reasonable and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

DPN USA, LLC d/b/a HealthFair

Florida Hospital Zephyrhills

By: JPC

By: [Signature]

Title: CFO

Title: President & CEO

Date: 7/23/13

Date: 6/19/13

CONTRACT REVIEWED  
AND APPROVED:  
[Signature] 8-12-13



## SERVICE AGREEMENT

This document defines the Service Agreement ("Agreement") by and between The District School Board of Pasco County, Florida located at 7227 Land O Lakes Blvd., Land O Lakes, FL 34638; hereinafter referred to as ("Contracting Employer"), and Pasco-Pinellas Hillsborough Community Health System, Inc. d/b/a/ Florida Hospital Wesley Chapel located at 2600 Bruce B. Downs Blvd. Wesley Chapel, FL 33544-9207 hereinafter referred to as ("HOSPITAL") and DPN USA LLC., d/b/a "HealthFair", located at 1890 Semoran Boulevard, Suite 319, Winter Park, Florida 32792, hereinafter referred to as ("HealthFair").

**Description.** HealthFair is being contracted by the Contracting Employer to deliver certain preventive Mobile Health Screenings for the Contracting Employer's eligible employees, dependents, retirees and COBRA participants as defined in this Agreement and on the attached Schedule A and by the HOSPITAL to deliver screening results set forth herein. In order to execute this Agreement and deliver its services, HealthFair will provide its Vehicle(s), Equipment, Screening Results and Staff according to the terms and conditions as set forth herein.

**Mobile Health Screenings:** HealthFair shall provide preventive Mobile Health Screenings according to the schedule set forth in Exhibit "A" hereto utilizing a Mobile Unit. Each Mobile Health Screening shall offer health and wellness screening services to the Contracting Employer's eligible employees, dependents, retirees and COBRA participants set forth herein. It is HOSPITAL's sole option to conduct any follow-up with Contracting Employer's eligible employees, dependents, retirees and COBRA participants who signed the referenced authorization form. HealthFair, the Contracting Employer and HOSPITAL are independent, non-related entities, and as such HealthFair, the Contracting Employer, nor the HOSPITAL respectively exercise any control or direction over how each other's personnel practice medicine or provide services contemplated hereunder. Nothing contained in this Agreement requires referrals to health care facilities, interferes with patients' choice for medical treatment or interferes with HealthFair's Personnel's independent medical judgment. HealthFair acknowledges that HOSPITAL at its sole option may provide follow-up care recommendations to a limited subset of screening participants and that HOSPITAL shall not make decisions relating to care and treatment unless and until a physician-patient relationship is developed. HealthFair shall control the design of all marketing/educational materials and media in conjunction with the Contracting Employer and the HOSPITAL. HealthFair reserves the right to adjust marketing/educational materials and methodologies in conjunction with the Contracting Employer and the HOSPITAL during the course of the program for maximum effectiveness to fill appointment times.

In addition, HealthFair will perform the following services:

- Develop and provide Co-branded HealthFair/Contracting-Employer/HOSPITAL marketing/educational materials as deemed necessary for maximum effectiveness to fill appointment times.
- Prepare print articles for publication in local newspapers, other print media, and multimedia.
- Develop a Co-branded landing page on the HealthFair website for the Contracting Employer and HOSPITAL.
- HealthFair shall provide outbound phone calls, email and/or direct mail to the Contracting Employer's eligible employees, dependents, retirees and COBRA participants for appointment scheduling.
- Develop other Co-branded promotions as deemed necessary to promote Mobile Screening Services.
- Provide Closed Circuit TV educational opportunities via DVD on Mobile Unit.



- Provide all necessary medical equipment relating to screening services, including scrubs.
- Each mobile unit is staffed with qualified cardiovascular technicians and medical screening technicians.
- Provide all necessary medical supplies for screening services on Mobile Unit.
- HealthFair arranges for proper disposal services for all bio-hazardous materials generated as a result of the screenings.
- HealthFair secures and pays for reading and interpretation services from qualified physicians for screening services.
- Provide the Screening Participant with a copy of all health and wellness screening results performed on the Screening Participant.
- Communicate to all screening participants that they may seek follow-up care or other health services from their provider of choice, including, but not limited to HOSPITAL.
- Provide HOSPITAL with access to view all Screening Participants' screening results, provided each such Screening Participant has first authorized access pursuant to a written authorization in the form attached hereto as Exhibit "B".

**Delivery of Services.** HealthFair shall deliver its health screening services in accordance with the times and dates as listed on Exhibit A. The HealthFair staff will be given a fifteen (15) minute break once every two (2) hours as well as one (1) hour for lunch.

**Screening Package Definition:** (as Defined on Exhibit A)

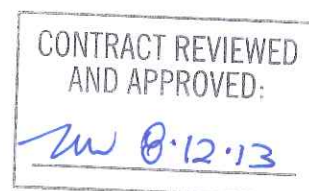
**Delivery of Screening Results.** HealthFair will deliver the aggregate results to the Contracting Employer and the individual results to each event participant. The aggregate results will be delivered within fifteen (15) business days following the completion of the last screening event with the Contracting Employer each month for the entire term of the agreement. The individual results will be mailed out to each participant within two (2) weeks. HOSPITAL will be provided with access to view all Screening Participants' screening results, provided each such Screening Participant has first authorized access pursuant to a written authorization in the form attached hereto as Exhibit "B".

**Payment Terms.** The parties acknowledge and agree that payment will be made by the Contracting Employer and the HOSPITAL as part of this agreement to "co-sponsor" wellness dollars to the Contracting Employer's preventive health screenings program as follows:

1. **Fees:** In consideration of the Mobile Health Screenings, HealthFair shall receive the following compensation:

- HOSPITAL shall pay HealthFair \$2,000 per day for 15 health screening days to take place 7/30/13 to 7/29/14, over one 12 month period. Contracting Employer shall pay HealthFair \$4,360 per day for 15 health screening days to take place within the same corresponding period stated above as inclusive in the entire the Service Agreement by and between the District School Board of Pasco County and DPN USA LLC., d.b.a. "HealthFair". The parties shall mutually agree to a Schedule of Screening Days, containing dates and locations as set forth in Exhibit "A", which shall be attached to and incorporated into this Agreement once completed.

2. **Deposit and Balance.**



- a. **Deposit.** In order to book and reserve an event date or series of event dates, the first installment of \$19,080 equal to the total of one month's screening events will be billed upon execution of this Agreement of which \$2,000 is due by HOSPITAL and \$17,080 is due by the Contracting Employer. The Deposit is due 30 days from the date of execution of this Agreement from the Contracting Employer and the HOSPITAL for its corresponding per month share. The Deposit is based on an amount equal to the total of one month's screening events as set forth in Schedule A. The parties understand and agree that the event dates will not be booked and/or reserved until the deposit fee is remitted to HealthFair.
- b. **Remaining Balance Due.** The remaining Fourteen (14) installments ("Balance") of \$19,080 per day are due and payable from the Contracting Employer in the amount of \$17,080 per day and from the HOSPITAL in the amount of \$2,000 per day for the remaining 14 screening events within thirty (30) days upon conclusion of each month of HealthFair services performed for the Contracting Employer as set forth in the Schedule of Screening Days, Schedule "A". Separate invoices will be provided to the HOSPITAL and Contracting Employer.
- c. **Late Payment Fees.**
- i. If HOSPITAL on behalf of its co-sponsorship amount with the Contracting Employer fails to pay any amount hereunder when due; HealthFair shall notify Hospital of such non-payment, and HOSPITAL shall have fifteen (15) days to submit payment of its co-sponsorship amount. If HOSPITAL fails to submit such payment, then HealthFair may charge HOSPITAL interest at the highest rate allowable by law per day on such past due amount until payment is made by HOSPITAL.
  - ii. If Contracting Employer fails to pay any amount hereunder when due; HealthFair shall notify Contracting Employer of such non-payment, and Contracting Employer shall have fifteen (15) days to submit payment. If Contracting Employer fails to submit such payment, then HealthFair may charge Contracting Employer interest at the highest rate allowable by law per day on such past due amount until payment is made by Contracting Employer.
- d. **Daily Minimum.** The Contracting Employer will be responsible for reaching an average daily minimum 32 health screenings for each screening date. The HOSPITAL will be responsible for payment of \$2,000 and the Contracting Employer responsible for \$4,360 of the total \$6,360 average daily minimum revenue for each screening date identified on Exhibit A.

**Cancellation Terms.** This Agreement may be terminated by the Contracting Employer or HOSPITAL for its corresponding co-sponsorship amount at any time with thirty (30) days notice ("Termination"). However, in the event of Termination any deposit provided shall be deemed earned by HealthFair and shall not be returned to the Contracting Employer or HOSPITAL for its corresponding co-sponsorship amount. Furthermore, the Contracting Employer and HOSPITAL for its corresponding co-sponsorship amount shall remain liable for any and all events that have taken place. In the event that either party serves the other with a notice of intention not to renew or this Agreement is otherwise terminated, HealthFair, the Contracting Employer and HOSPITAL shall continue to fulfill their obligations with regard to Screening Events that had been scheduled for which some or all of the funding for said events had already been collected prior to expiration or termination of this Agreement. No refunds will be provided for Screening Events previously scheduled and paid for in full or in part. However, no new screening events shall be scheduled once the Agreement has been validly terminated. The parties shall cooperate fully with one another to ensure that the previously scheduled Screening Events are conducted in an efficient and professional manner. Conversations by employees of HealthFair, the Contracting Employer and HOSPITAL with each other or with Screening Participants concerning the termination or non-renewal of this Agreement shall be prohibited. HealthFair shall continue to provide HOSPITAL and CareHere, LLC



Onsite Health and Wellness Center with access to view participant data for Mobile Health Screenings held prior to the date of termination or expiration which Screening Participants have authorized in writing. The cancellation notice must be in writing and delivered via facsimile, courier service, certified mail, or e-mail to the CFO of HealthFair, currently Jerry Cox, and deliverable to [jerry@healthfair.com](mailto:jerry@healthfair.com) with a copy to corporate counsel, currently Sid Shams and deliverable to [SShams@shamslawfirm.com](mailto:SShams@shamslawfirm.com), and additional copies in writing and delivered via facsimile, courier service, certified mail, or e-mail to the CEO of Hospital, currently Brian Adams, and deliverable to [brian.adams@ahss.org](mailto:brian.adams@ahss.org) with a copy to corporate counsel, currently Jessica Schuman, and deliverable to [jessica.schuman@ahss.org](mailto:jessica.schuman@ahss.org) and to the Contracting Employer's Risk Manager, currently Mary Tillman, and deliverable to [mtillman@pasco.k12.fl.us](mailto:mtillman@pasco.k12.fl.us) with a copy to The District School Board of Pasco County Board Attorney McClain & Alfonso. THE PARTIES ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF A TERMINATION AS PROVIDED FOR HEREIN SUCH SHALL NOT APPLY TO THE CONTRACTING EMPLOYER AND HOSPITAL'S PAYMENT OBLIGATION AS SPECIFIED ABOVE AND SHALL NOT TERMINATE ANY PARTIES CONTINUING OBLIGATIONS RELATED TO HIPAA COMPLIANCE OR GOVERNING LAW. This Agreement may be cancelled by HealthFair in the event that the Contracting Employer or HOSPITAL (i) fails to make timely payment as set forth herein; (ii) makes an assignment for the benefit of creditors; (iii) enters into bankruptcy proceedings, either voluntarily or involuntary; or (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent.

**Compliance.** HealthFair shall ensure that all HealthFair Personnel engaged in the provision of health and wellness services offered as a component of the Mobile Health Screenings are appropriately licensed and qualified to provide such health and wellness screening services. HealthFair shall comply, and shall ensure its Personnel comply with all Applicable Laws (as defined herein) in the provision of services pursuant to this Agreement. Such compliance shall include, without limitation, compliance with all applicable rules, regulations and guidelines issued by the Occupational Health and Safety Administration ("OHS") with respect to infection control, compliance with all state and federal laws and regulations regarding the disposal of bio-hazardous waste, and compliance with state and federal laws and regulations regarding the privacy and the confidentiality of patients' records. "Personnel" shall include employees, agents, contractors, servants and/or representatives.

**HIPAA Compliance.** Each party shall comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA").

HealthFair will deliver a summary report which aggregates the data in a manner that does not contain any identifiable personal health information in the reports issued to the Contracting Employer. If the Contracting Employer requests that individual results are to be sent to the Contracting Employer instead of to each participant at their home address, each participating employee must sign a HIPAA Compliant waiver allowing HealthFair to deliver the screening results, each contained in a separate sealed envelope, to the Contracting Employer, to deliver to each participating employee. This waiver will be produced and distributed by the Contracting Employer at the Contracting Employer's expense. These sealed packages will contain personal health information which is considered strictly confidential and may not be opened by anyone other than the employee.

**Regulatory Compliance:** Compliance with Stark and Federal Anti Kickback Regulations. HealthFair and Hospital acknowledge and agree that this agreement is not conditioned on any express or implied agreement with HealthFair for referrals of customers or patients to any health care provider. The parties understand and agree that: i) HealthFair is not under any requirement to make referrals to HOSPITAL, ii) HealthFair is not in any position to make or influence referrals to HOSPITAL, iii) HealthFair shall not offer any type of financial benefit for the purpose of generating business for HOSPITAL, and The remuneration shall not vary, be adjusted, or negotiated in any manner based on the volume or value of actual or expected referrals by HealthFair or business otherwise generated HOSPITAL by HealthFair. All parties to this agreement agree and acknowledge that HealthFair does not promise or guaranty any referrals to any hospital, doctor, medical or other health related entity. All persons receiving screenings and imaging by HealthFair are provided with the opportunity to choose their own physician for follow-up

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of the screening and imaging results. In the event that persons receiving screenings choose to have their results forwarded to a particular hospital, doctor or medical facility ("designated medical facility") for follow-up, then it shall be the sole obligation of the designated medical facility to conduct the necessary follow-up with regard to individual screening results provided by HealthFair to the designated medical facility. HealthFair shall have no responsibility for facilitating communications or setting of appointments by and between the designated medical facility and the individual who underwent screening.

The parties enter into this Agreement with the intent of conducting their relationship in full compliance with Applicable Laws, including without limitation, the Medicare/Medicaid Anti-Fraud and Abuse Laws and the so-called "Stark Law". Notwithstanding any unanticipated effect of any of the provisions of this Agreement, neither party shall intentionally conduct itself or under this Agreement in a manner that would constitute a violation of any provision of the Medicare/Medicaid Anti-Fraud and Abuse Laws, or the "Stark Law".

### **Confidentiality; Non-Compete.**

- a. **Confidentiality of Agreement.** Each party shall keep this Agreement and its contents confidential and not disclose this Agreement or its contents to any third party other than its legal and financial advisors and appropriate personnel, or otherwise as required by law or public records law without the consent of the other party.
- b. **Confidential Information.** HealthFair and HOSPITAL, on their own behalves and on behalf of its Personnel engaged in the provision of services hereunder, acknowledge and agree that in connection with the provision of the services under this Agreement, each party will have access to, use, and, benefit from, certain confidential, proprietary and trade secret materials and information of the other party, and that such information is important, material and gravely affects the effective and successful conduct of the business and goodwill of HOSPITAL and HealthFair. Such information may include, without limitation, financial information; marketing, development, and demographic information; patient, customer and supplier lists and related information; patient medical records and other patient clinical data; compilations of records, information and processes, and other materials, records and/or information of a proprietary nature (collectively, "Confidential Information"). Accordingly, HealthFair and HOSPITAL expressly agree, and shall require that their Personnel expressly agree, that during the Term of this Agreement or at any time after the termination or expiration of this Agreement for any reason, that it shall not, in any fashion, form or manner, disclose or communicate to any person, company or other entity any Confidential Information, obtained during the term of this Agreement except where such confidential information is public knowledge. Provided, however, any use of Confidential Information consistent with and in connection with its duties and the provision of this Agreement is permissible. HealthFair and HOSPITAL further agree, and shall require its Personnel engaged in the provision of services hereunder, to agree, that neither party shall take or retain, without the prior written consent of the other party, Confidential Information of any kind. HealthFair and HOSPITAL acknowledge and agree; that the disclosure of Confidential Information to other persons would result in hardship, loss, irreparable injury and damage, and both parties have a legitimate interest in protecting their Confidential Information.
- c. The parties, on their own behalves and on behalf of its Personnel engaged in the provision of services hereunder, acknowledge and agree that neither party will directly or indirectly, individually or as an officer, director, shareholder, partner, owner, agent, manager affiliate or employee of any other entity, or through any other person or entity in any manner enter into a competing business in the Restricted Area shows on \_\_\_\_\_ (Restricted Area – see Exhibit "C") \_\_\_\_\_ for a period of one (1) year from the date that this Agreement expires, is terminated or canceled. For HealthFair, a "competing business" is defined to be engaging in the formation, or administration of a hospital. For HOSPITAL, "competing business" is defined as any business involved in providing non-emergency health or medical diagnostic



screenings utilizing a bus or other vehicle with more than two axels with the capability of providing health or diagnostic screenings at non-hospital locations. Without limiting other possible remedies for the breach of the covenants, contained in this section, the parties agree that injunctive, temporary emergency injunctive, or other equitable relief shall be available to enforce this covenant, without the necessity of posting a bond. The provisions of this section shall survive termination of the Agreement.

- d. **Non-Solicitation.** HealthFair and HOSPITAL, acknowledge and agree that neither party will directly or indirectly, contact or solicit any customer, client or employee of the other party, for the purpose of directly or indirectly soliciting business, staffing or personnel for itself, for an entity affiliated with one of the parties or for any non-affiliated third party, unless otherwise specifically permitted under this Agreement.

**Exclusivity.** HealthFair, the Contracting Employer and HOSPITAL agree that their business relationship within the Restricted Area set forth in Exhibit "C" ("Restricted Area") for the provision of Mobile Health Screenings within the Restricted Area shall be mutually exclusive for the duration of the specific time period for the series of event dates solely performed for the Contracting Employer excluding the "General Public" set forth in Payment Terms, ("Fees") of this Agreement. HealthFair shall not, at any time during the specific time period for the series of event dates set forth in Payment Terms, ("Fees") of this Agreement offer Mobile Health Screenings, on behalf of any other hospitals within the Restricted Area set forth in Exhibit "C". Provided, however, that the foregoing shall not be construed to limit HealthFair's ability to offer Mobile Health Screenings to the Contracting Employer or other Employers or market such Mobile Health Screenings solely in HealthFair's own name (expressly not involving or associated with other Hospitals) in the Restricted Area for days not purchased by the HOSPITAL on behalf of the Contracting Employer. Neither the HOSPITAL nor the Contracting Employer shall contract with another company that offers substantially similar services (as defined by Exhibit A, Package Purchased) free of charge as HealthFair within the Restricted Area for the duration of the entire Agreement. This would not preclude Florida Hospital from offering basic biometric testing or individual tests within the package to the "General Public" "free of charge" or substantially similar services (as defined by Exhibit A, Package Purchased) via HealthFair's mobile unit to the "General Public". The parties acknowledge and agree that either party's breach of the obligations contained in this Exclusivity section will result in irreparable harm to the other party. Without limiting other possible remedies for the breach of this Exclusivity section, the parties agree that injunctive or other equitable relief shall be available to the non-breaching party to enforce this covenant, such relief to be without the necessity of posting a bond, cash or otherwise

**Indemnification. For HOSPITAL:** Each party agrees to indemnify and hold each party, their affiliates and their respective employees, officers and directors, harmless from and against any and all claims, causes of action, liabilities, damages, claims, and expenses, including attorney's fees and court costs, brought against or suffered or incurred by each party, arising out of or resulting from any negligent or wrongful act or omission of each party or its employees or the failure of each or its employees to perform its duties and obligations under this Agreement. This Section shall survive the termination of the Agreement for any reason. **For Contracting Employer:** As provided for under common law, and to the extent specifically authorized by *Section 768.28, Florida Statutes*, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party.

**Insurance.** At all times during the Term (as defined herein) of this Agreement, HealthFair shall maintain, on behalf of itself and its Personnel, and at its sole cost and expense, commercial general liability insurance (including vehicle liability, and personal injury coverage) and professional liability coverage covering the acts and omissions HealthFair and its Personnel during the Term of this Agreement in amounts no less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. HealthFair shall, at HealthFair's cost, name HOSPITAL and its affiliated hospitals as an additional insured under such



policies. HealthFair shall ensure that such liability coverage is provided for all occurrences which arise during the Term of this Agreement, regardless of when a claim is filed. HealthFair shall provide HOSPITAL with certificates of all coverage required under this Agreement, upon request, and shall immediately notify HOSPITAL, in writing, of any lapse, change, or cancellation in coverage.

**Intellectual Property.** All data and information regarding Contracting Employer, HOSPITAL and HealthFair, their accounts, affiliates, customers, products, processes, systems, strategies or proprietary third party products shall be deemed "Confidential Information." Each party agrees to maintain all such Confidential Information of the other party in strict confidence, to use such information solely in the course of performing its obligations hereunder, and to make no disclosure of such information except in accordance with the terms of this Agreement.

**Relationship of Parties.** Nothing herein shall create any relationship of the parties other than that of independent contractor. HealthFair is an independent contractor of Contracting Employer and the HOSPITAL hereunder and shall have no authority to bind the Contracting Employer or HOSPITAL to any obligation or liability to any third party. Neither party nor any personnel of any party shall be deemed an employee, associate, partner, joint venturer, or agent of the other party for any purpose whatsoever. Neither party's personnel shall have any rights under the other's employee health and welfare benefit or fringe benefit plans and, without limiting the generality of the foregoing, each party's personnel shall be specifically excluded from coverage under the other's Workers' Compensation Insurance. Each party shall indemnify the other against any claim or demand for any such lights or coverage by any personnel.

**Publicity and Advertising.** All advertising and publicity shall be jointly prepared by HealthFair, the Contracting Employer and the HOSPITAL. This use shall be limited and shall not extend any further right to the use of each parties name and or trade or service marks.

**Disclaimer of Warranties and Limitation of Liability.** All services provided by HealthFair are performed on an "AS IS" and "AS AVAILABLE" basis. HealthFair and its affiliates make no representations or warranties of any kind, express or implied, as to the services provided or that the services provided will detect all risk. HealthFair assumes no liability or responsibility for the medical condition of any participant. HealthFair assumes no liability or responsibility for the performance or failure to perform of any affiliate, independent contractor, or third party providing services in connection with the services provided by HealthFair. To the fullest extent permitted by law, HealthFair and its affiliates disclaim all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. HealthFair shall not be liable for any special, incidental, indirect, punitive or consequential damages arising from the performance of this Agreement whether based on contract, tort, or any other legal theory. The maximum liability of HealthFair and its affiliated companies and all of their officers, directors, members, managers, shareholders, employees, principals, and agents thereof in connection with the services provided shall be limited to the amount of fees paid by the Contracting Employer or HOSPITAL pursuant to this Agreement.

**Disclaimer of Services.** The services provided by HealthFair are not medical advice and are for informational purposes only. It is the sole responsibility of the individual receiving the services to be provided hereunder to share that information with their healthcare providers. These services are intended to assist in achieving a healthier lifestyle and enhanced treatment from the participant's healthcare providers. HealthFair is not responsible for any action or lack of action taken by any party with regard to the results of the services provided by HealthFair.

**Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be withheld or delayed unreasonably.

**Force Majeure.** In the event the operations of either party are interrupted by war, fire, insurrection, labor troubles, riots, the elements, earthquakes, or acts of God, the provisions of this Agreement may be suspended for the duration of such interruption without liability to the other. Should a substantial part of the services which either party has agreed to provide to the other party hereunder be interrupted



pursuant to such event for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other.

**Dispute Resolution. For HOSPITAL:** Any controversy or claim arising out of or relating to this Agreement or the validity, inducement, or breach thereof, shall be settled by arbitration before a single arbitrator in accordance with the American Health Lawyers Association ("AHLA") Alternative Dispute Resolution Process, and the rules then pertaining (available at [www.healthlawyers.org](http://www.healthlawyers.org)), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be an attorney who has at least ten (10) years of experience with a law firm or corporate law department with demonstrated expertise in the areas of health and corporate law or who was a judge of a court of general jurisdiction. The Arbitrator shall be selected within ten (10) days of commencement of the arbitration from the AHLA's registry of arbitrators pursuant to agreement between the parties. The arbitration shall be held in Pasco County, Florida, and in rendering the award, the arbitrator must apply the substantive law of Florida without regard to the principles of the conflict of laws, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Each party has the right before or, if the arbitrator cannot hear the matter within an acceptable period, during the arbitration to seek and obtain from the appropriate court provisional remedies, such as preliminary injunction, etc., to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration. The arbitrator shall determine which party is the prevailing party and shall include in the award or relief the reasonable attorney's fees and costs of such prevailing party in the arbitration. THE ARBITRATOR SHALL NOT AWARD ANY PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES. **For Contracting Employer:** Provision has been deleted

**JURY WAIVER.** IN THE EVENT THAT COURT REMEDIES ARE SOUGHT, IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY TO THIS AGREEMENT OF THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE AND NEITHER PARTY HAS RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

**ADVICE OF COUNSEL.** EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THE JURY WAIVER, WHICH CONCERNS THE WAIVER OF EACH PARTY'S RIGHT TO TRIAL BY JURY.

**Joint Drafting.** Each party acknowledges that the drafting of this Agreement has been a joint effort and shall not be construed against either party.

**Governing Law.** This Agreement shall be governed by the laws of the State of Florida without regard to the conflict of laws. Furthermore, any action brought to enforce this Agreement shall be made in the courts in and for Pasco County, Florida.

**Written Notice.** Any notice required pursuant to this Agreement must be delivered to the recipient in writing in order to be effective. In addition, any proposed changes to any term or condition of this Agreement must be in writing, must be mutually agreed upon and signed by each of the parties in order to become effective.

CONTRACT REVIEWED  
AND APPROVED:  
*Lu 8-12-13*

**Waiver.** The waiver or a breach of this Agreement by either party to this Agreement shall not act as a continuing waiver by the non-breaching party. In addition, the waiver or a breach of a specific provision of this Agreement by the non-breaching party shall not serve as a waiver of the breach of any other term or condition of this Agreement.

**Public Records.** To the extent required by §119.0701, Florida Statute (2013), the Parties agree that public records created regarding this agreement shall be made available for requests and retained in accordance with the provisions of law.

CONTRACT REVIEWED  
AND APPROVED:  
*MW 8-12-13*



This Agreement is accepted and agreed to on this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between:

**Hospital:**

Authorized Signature: \_\_\_\_\_

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

Its: \_\_\_\_\_

**Contracting Employer:**

Authorized Signature: \_\_\_\_\_

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

Its: \_\_\_\_\_

**HealthFair:**

Authorized Signature: \_\_\_\_\_

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

Its: \_\_\_\_\_

CONTRACT REVIEWED  
AND APPROVED:  
*ZW 8-12-13*

**EXHIBIT "A"**  
**Locations and Dates of Screenings**

HealthFair shall provide Mobile Health Screenings pursuant to this Agreement a minimum of 15 days, excluding Sunday of each week and federal and state holidays. All parties shall agree upon and approve dates and locations outlined in the table below within 60 days of the execution of the agreement. HealthFair will work in conjunction with the Contracting Employer and Hospital to adjust screening event sites based upon availability during the course of the program for maximum effectiveness to fill appointment times.

<b>Screening Event Schedule &amp; Location Information</b>						
<b>Event Address</b>	<b>Co-Sponsor</b>	<b>Date</b>	<b>Screening Hours</b>	<b>Start Time</b>	<b>End Time</b>	<b>Vehicle on-site arrival time</b>
Pasco Schools Administration 7227 Land O' Lakes Blvd Land O' Lakes, FL 34638	FHWC	8/26/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Pine View Elementary School 5333 Parkway Blvd. Land O' Lakes, FL 34639	FHWC	8/27/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Zephyrhills High School 6335 12 <sup>th</sup> Street Zephyrhills, FL 33542	FHZ	8/28/13	8	7 a.m. 11 a.m. lunch break	4 p.m.	6 a.m.
Hudson High School 14410 Cobra Way Hudson, FL 34669		8/29/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Pasco Schools Administration 7227 Land O Lakes Blvd Land O' Lakes, FL 34638	FHWC	8/30/13	8	7 a.m. 11 a.m. lunch break	4 p.m.	6 a.m.
Pasco High School 36850 SR 52 Dade City, FL 33525	FHZ	9/24/13	8	7 a.m. 11 a.m. lunch break	4 p.m.	6 a.m.
Gulf High School 5355 School Rd. New Port Richey, FL 34652		9/25/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Wesley Chapel High School 30651 Wells Rd. Wesley Chapel, FL 33545	FHWC	9/30/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.

**CONTRACT REVIEWED  
 AND APPROVED:**

*Mu 8.12.13*



Annual Retiree Health Fair Land O' Lakes High School 20325 Gator Lane Land O' Lakes, FL 34638	FHWC	10/21/13	8	8 a.m. 12 p.m. lunch break	5 p.m.	7 a.m.
Pasco Middle School 13925 14 <sup>th</sup> Street Dade City, FL 33525	FHZ	10/29/13	8	9 a.m. 1 p.m. lunch break	6 p.m.	8 a.m.
Seven Springs Middle School 2441 Little Rd. New Port Richey, FL 34655		10/30/13	8	7 a.m. 11 a.m. lunch break	4 p.m.	6 a.m.
Future Dates TBD						

Package Purchased	Number of Participants	Number of Screening Days	Daily Fee
<b>4 Test Screening Package:</b> Echocardiogram, 12 Lead EKG, Carotid Artery Ultrasound, Arterial Stiffness Index (ASI)	40 per day 1080 Total	15	\$6,360.00

**Daily Screening Price:**

**Daily Florida Hospital  
Wesley Chapel Co-  
Sponsorship**

**Daily Pasco Schools Cost**

**15 Day Grand Total:**

	\$6,360
	\$2,000
	\$4,360.00
	\$95,400.00

CONTRACT REVIEWED  
AND APPROVED:  
*HW 8.12.13*

EXHIBIT "C"  
Restricted Area

The following zip codes in Pasco County, Florida

33541  
33544  
33543  
33545  
33549  
33559  
34639  
33647  
33576  
33558

CONTRACT REVIEWED  
AND APPROVED:  
*Jan 8. 12.13*