

SERVICE AGREEMENT

Nassau County Board of
County Commissioners

THIS SERVICE AGREEMENT (this "Agreement") is entered into by and between ~~NASSAU COUNTY FIRE AND RESCUE~~ ("Client"), and **CORPORATE HEALTH, LLC**, a Florida limited liability company d/b/a **PATH** ("PATH"), effective on the date of the final signature below (the "Effective Date").

Preliminary Statement. PATH develops and implements corporate wellness programs for the benefit of employers, health plans and their employees, members and beneficiaries ("Participants"). Client desires that a corporate wellness program be made available to its Participants and PATH desires to provide such a program for Client. Accordingly, for and in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

1. **TERM** - The term of this Agreement shall commence on the Effective Date and continue in full force and effect for three (3) years unless sooner terminated in accordance with the terms herein.
2. **SERVICES** - PATH will perform the services and provide the deliverables set forth in Exhibit A.
3. **FEES** - Client shall pay PATH an annual fee of \$648.00 per screened Participant for services listed in Exhibit A. An invoice will be sent to client within 45 days of the last assessment conducted.
4. **TERMS AND CONDITIONS** - This agreement shall be subject to, and governed by, the terms and conditions set forth in Exhibit B of this Agreement.

IN WITNESS WHEREOF, the undersigned elected officers, or other duly authorized representatives, of the parties hereto have executed this Agreement, intending to be bound thereby.

CLIENT

PATH

Daniel B. Leeper

By: 

Its: Chairman

Date: 3 / 18 / 2020

By: 

Its: Director

Date: 1 / 13 / 2020

EXHIBIT A

SCOPE OF SERVICES

1. **DEDICATED PATH COORDINATOR** - PATH provides a dedicated Coordinator to manage the following:
 - Coordination of annual screening, on-site programs and other contracted services
 - Management of program and solution communication to Participants
 - Development of communication timelines and materials
 - Utilization and satisfaction tracking

2. **PERSONAL HEALTH SURVEY (Health Risk Assessment)** - State of the art, evidence-based Personal Health Survey developed by a team of health behavior experts from Vanderbilt University. The assessment is supported by the most recent clinical literature and is reviewed on an annual basis to ensure the data, risk-stratification methodology and protocols adhere to the most up-to-date information made available by reputable health resources. Delivery methods include electronic and/or paper and accommodations are available for other languages, though additional fees may be required for delivery beyond electronic or English surveys.

3. **ANNUAL PHYSICAL ASSESSMENT** - PATH will manage all aspects of performing annual physical assessments. PATH will work with the Client to identify a schedule that provides the best opportunity to reach the most Participants in a convenient manner. Assessments will be conducted at the Baptist Medical Center Nassau located at 1250 S 18th St, Fernandina Beach, FL 32034.

Pricing Includes the following physical & testing:

- Comprehensive Blood Panel
 - with optional HIV Test
 - PSA Test for male employees over 40 years of age
- Urinalysis
 - For Hazmat Team: Cholinesterase and Heavy Metals
- Chest X-ray; *every 2 years and/or if medically indicated*
- Hearing Screening
- Vision Screening
- TB (PPD)
- 12 Lead EKG (resting)
 - If over 45 years of age, a stress test shall be performed if three (3) or more cardiovascular risk factors are present or the examining provider recommends.
 - Cardiac Calcium Score CT – to evaluate occult coronary artery disease (*as indicated*)
- Stress Test
- Fitness Assessment
- Spirometry
 - Pulmonary Function Test; *if medically indicated*
- PAP Smear
 - Optional for female employees
- Physical Fitness Assessment
- Ultrasound Option Alternate available in 2021

After testing is complete, Participants will meet with a medical provider to discuss their results and formulate a plan for next steps.

4. **PATH CARE COORDINATORS** - Care Coordination shall be available to assist Participants in search of medical or wellness resources, locating primary care physicians and scheduling appointments.

EXHIBIT B

TERMS AND CONDITIONS

1. **TERMINATION** - Either party may terminate the Agreement without cause upon ninety (90) days prior written notice to the other party. The Agreement may also be terminated for cause upon thirty (30) days prior written notice should a party default in the performance of any of its obligations under the Agreement and fail to cure the default within thirty (30) days.
2. **PAYMENT TERMS** - All payments are due net (45) days of invoice. The invoices will be sent to Client within forty five (45) days of the last screening date (or the date an additional service is provided if applicable). If payment is not received, services may be suspended or terminated.
3. **PARTICIPANT PRIVACY** - PATH shall use reasonable efforts to protect Participant information and data. PATH will use, store and disclose such information and data as described in the privacy notice to Participants which is attached hereto and incorporated herein as Attachment 1 to this exhibit.
4. **CONFIDENTIAL AND PROPRIETARY INFORMATION** - Each party acknowledges that as a result of its performance of its duties herein, it, its employees, agents, representatives and subcontractors may either directly or indirectly receive information that is confidential and proprietary to the other party ("Proprietary Information"). The Receiving Party will not disclose, and will ensure that its employees, agents, representatives and subcontractors do not disclose, Proprietary Information to any third party or otherwise utilize Proprietary Information without the prior written consent of the Disclosing Party, unless such disclosure is pursuant to the order or requirement of a court of competent jurisdiction, administrative agency or other governmental body and only after the Receiving Party has provided the Disclosing Party with prompt notice of such order or requirement and a reasonable opportunity to object to such order or requirement. Any disclosure of Proprietary Information by the Disclosing Party to the Receiving Party under the Agreement shall not constitute a waiver of any applicable legal privilege held by the Disclosing Party with respect to that information.
5. **LIMITED WARRANTY** - PATH warrants that it will perform, or will cause a qualified subcontractor to perform on its behalf, all services required under the Agreement in a professional and workmanlike manner in accordance with industry practices and standards generally applicable for such services. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. **LIMITATION OF LIABILITY** - IN NO EVENT SHALL PATH'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATED TO, THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY PARTICIPANT HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CLIENT'S PAYMENT

OBLIGATIONS. IN NO EVENT SHALL PATH HAVE ANY LIABILITY TO CLIENT FOR, AND CLIENT HEREBY WAIVES ITS CLAIM FOR, ANY LOST PROFITS OR REVENUES, LOST DATA OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

7. NON-SOLICITATION – During the term of the Agreement and for a period of one (1) year thereafter, neither party shall, without the prior written consent of the other party, hire or solicit for hire any employee of the other party which such party or its employees or agents have had contact with pursuant to the Agreement. The parties acknowledge that the violation of this provision could cause irreparable harm that would not be adequately compensable by monetary damages. In addition to any other relief, it is agreed that injunctive relief shall be available to prevent any actual or threatened violation of this provision by any party, its employees or agents. Nothing herein shall be construed as prohibiting any party from pursuing any other remedies available for such violation or threatened violation, including the recovery of damages.
8. ASSIGNMENT - The Agreement shall not be assigned by either party without the prior written approval of the other party, which may not be unreasonably withheld.
9. NOTICES – Any notice required to be given herein shall be in writing and may be delivered personally or by United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective address indicated below, or at any address as may have been specified by either party:

If to Client: Contract Management Nassau County
 96135 Nassau Place Suite 6
 Yulee, Florida 32097
 Attn: Grayson Hagins

If to PATH: Corporate Health
 3563 Philips Highway
 Building A, Suite 106
 Jacksonville, Florida 32207
 Attn: Karen Coleman, Director

with a copy to: Baptist Health
 841 Prudential Drive, Suite 1802
 Jacksonville, Florida 32207
 Attn: Scott Baity, SVP & General Counsel

10. ENTIRE AGREEMENT – The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, discussions, representations and negotiations between the parties. The recitals or preliminary statement to the Agreement and any footnotes, exhibits (including the terms and conditions), schedules and attachments are incorporated within, and made part of, the Agreement. The headings in the Agreement are inserted for the convenience only and shall not be used to define, limit, or describe the scope of the Agreement or any of the obligations set forth therein.

Grayson Hagins
[Email Grayson](#)

96135 Nassau Place
Suite 6
Yulee, FL 32097

Phone: 904-530-6040

11. **WAIVER** – No consent or waiver, express or implied, by a party hereto of any breach or default by the other party in the performance by such other party of its other obligations herein shall be deemed or construed to be a consent to, or waiver of, any other breach or default in the performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.
12. **FORCE MAJEURE** - Neither party shall be deemed in default of the Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, act of war, act of terrorism, fire, natural disaster, accident, act of government, labor strikes, or any other cause beyond the control of such party. This Section shall not be construed, however, to limit Client's payment obligations.
13. **SEVERABILITY** - If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and the Agreement shall, to the extent possible and without destroying the intent of the Agreement, be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision. In such event, there shall be added automatically as a part of the Agreement a legal, valid and enforceable provision as similar as possible in terms to such illegal, invalid or unenforceable provision.
14. **SURVIVAL** – The parties acknowledge and agree that the provisions of Sections 3, 4, 6, 7, 9, 13-17 of this Exhibit C B and any other provision of the Agreement, including this and its other exhibits, that by its terms is reasonably intended by the parties to survive termination, shall survive termination of the Agreement.
15. **GOVERNING LAW AND VENUE** – The Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Florida, provided, however, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply to the laws of another state. Exclusive jurisdiction for any lawsuit or claim in connection with the services and the Agreement shall be in the state or federal courts located in Jacksonville, Duval County, Florida. Venue shall lie in Jacksonville, Duval County, Florida.
16. **DISPUTE RESOLUTION** – If a dispute arises out of, or relates to, the Agreement, or the breach thereof, such dispute must first be submitted to mediation administered by the American Arbitration Association under its Commercial Financial Disputes Mediation Rules, before resorting to any other legal or arbitrative remedies. Such mediation will be administered in Jacksonville, Duval County, Florida as the exclusive initial forum and venue by the American Arbitration Association in accordance with its Commercial Financial Disputes Arbitration Rules. Disputes will be addressed by a single mediator unless the parties agree to resolution by a panel of mediators. Each party will share equally in the fees payable to the mediator.
17. **ATTORNEY'S FEES** – In the event that either party commences any action or proceeding under the Agreement to enforce any right or remedy herein, the prevailing party (as determined by the trier of facts) shall be entitled to recover its reasonable costs and attorneys' fees.

18. **COUNTERPARTS** - The Agreement may be executed in two or more counterparts (via facsimile or otherwise), each of which shall be deemed an original and all of which together shall constitute one instrument.