

AGREEMENT FOR PEDIATRIC OBESITY PROGRAM SERVICES (MOMENTUM)

THIS AGREEMENT (this "Agreement") is made effective as of the 15th day of January, 2015 (the "Effective Date") by and between St. Vincent's Health System, Inc. d/b/a St. Vincent's HealthCare ("SVHS") and the Clay County School Board ("School Board").

ARTICLE 1: RECITALS

1.1 SVHS is in the business of providing a Pediatric Obesity Program as described in Exhibit A (the "Momentum Program").

1.2 SVHS complies with all Federal and state laws and regulations including the requirement not to contract with sanctioned individuals or companies. SVHS has not been listed by any federal agency as barred, excluded, or otherwise ineligible for participation in federally funded health care programs.

1.3 School Board desires to retain SVHS to provide the Momentum Program to its students, and SVHS desires to accept on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

ARTICLE 2: INCORPORATION OF RECITALS, EXHIBITS, ETC.

The parties agree that the recitals are true and correct, and are hereby incorporated. The parties also agree that any referenced exhibits, schedules, documents, or instruments are hereby incorporated.

ARTICLE 3: PROVISION OF SERVICES

School Board hereby retains SVHS to provide the Momentum Program.

ARTICLE 4: CERTAIN COVENANTS OF SCHOOL BOARD

4.1 Performance of Momentum Program. SVHS warrants and represents it will provide the Momentum Program in a high quality, workmanlike, efficient and timely manner in accordance with industry best practices.

4.2 Qualifications. SVHS shall ensure that SVHS and its employees and agents ("Workers") maintain all licenses and certifications in good standing required by the State of Florida to provide the Momentum Program.

4.3 Conduct. SVHS shall adhere to the rules of professional ethics, all applicable Federal, state, and local laws, rules, and regulations applicable to the Momentum Program, and all applicable requirements of licensing or certifying organizations, if any. SVHS shall act in a professional and cooperative manner in all matters concerning the Momentum Program.

4.4 Reporting. With respect to the Momentum Program, SVHS shall be responsible to and report to the Director of K-12 Academic Support Services.

4.5 Insurance. SVHS shall, at all times and at its own expense, maintain: (i) professional liability insurance covering SVHS and Workers the minimum amounts of \$1,000,000 per claim and \$3,000,000 annual aggregate; and (ii) worker's compensation Insurance as required by the State of Florida. Prior to the Effective Date and from time to time thereafter at the request of School Board, SVHS shall provide School Board with certificates of insurance evidencing the foregoing coverages and provisions.

4.6 Non-disclosure. SVHS shall not use or disclose to any unauthorized person any information relating to the business or affairs of School Board or its students except pursuant to the express written consent of School Board, court order, or as required by law.

ARTICLE 5: CERTAIN COVENANTS OF SCHOOL BOARD

5.1 Compensation. There is no compensation to be paid by the School Board for the Momentum Program.

ARTICLE 6: CERTAIN MUTUAL AGREEMENTS REGARDING SERVICES

6.1 Duties of SVHS. Changes to the Momentum Program will be mutually agreed upon by SVHS and School Board.

6.2 Days and Hours of Work. Days, hours of work, and schedules, if applicable, will be mutually agreed upon by SVHS and School Board.

6.3 Independent Professional Judgment. Nothing contained herein is intended to interfere with the exercise of independent professional judgment by SVHS.

6.4 Ownership and Retention of Files, Documents, and Medical Records.

(a) All records and related documents (collectively, "Records") created by SVHS, if any, while performing Momentum Program under this Agreement shall belong to SVHS.

(b) SVHS shall maintain all records and reports required by applicable law, regulation, policies, or procedures.

ARTICLE 7: INDEPENDENT CONTRACTOR

Each party shall be regarded as an independent contractor for all purposes, including, without limitation, income tax and employment tax purposes, and shall represent such status to third parties. Neither party shall withhold any portion of the other's compensation for income, employment, or other tax purposes. SVHS shall be solely responsible for compensation of its Workers. Neither party shall provide health, workman's compensation, or unemployment insurance, or any other benefits to the other. This Agreement shall not make either party an employee, partner, or joint venturer of or with the other, and neither party shall bind or transact business in the other's name, or make representations or commitments on the other's behalf without prior written approval.

ARTICLE 8: TERM AND TERMINATION

8.1 Term. Unless earlier terminated, this Agreement shall be for a term of one (1) year, beginning on the Effective Date. This Agreement shall automatically renew for successive one (1) year terms.

8.2 Termination by Notice. This Agreement shall continue until either School Board or SVHS elects to terminate after first giving not less than 30 calendar days written notice to the other party of intention to terminate.

8.3 Termination upon Breach. In the event either party gives written notice to the other that such party has substantially and materially breached the terms of this Agreement, and such breach shall not have been cured within 10 calendar days of the giving of such notice, the party giving such notice shall have the right to terminate this Agreement at any time thereafter.

8.4 Effect of Termination. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations or covenants contained herein that are expressly intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to confidentiality and indemnification.

ARTICLE 9: STANDARD PROVISIONS

9.1 Avoidance of Violations; Modification. Notwithstanding any provision of this Agreement, the parties shall not violate any applicable laws, rules, or regulations, including those relating to Medicare, Medicaid, similar Florida programs, or the provision of health care or medical services. The parties shall modify this Agreement to the extent necessary to comply with such laws, rules, and regulations.

9.2 Confidentiality. Except to the extent required by law or court order, the parties agree to maintain strict confidentiality with regard to any and all information which comes into their possession as a result of this Agreement or any details pertaining to this Agreement. Notwithstanding the foregoing, each party shall have the right to disclose the relationship and general parameters of this Agreement. This provision shall survive the termination of this Agreement.

9.3 Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only when (i) delivered personally, by messenger, or by recognized courier service such as Federal Express, (ii) sent by electronic facsimile with proof of confirmation, or (iii) four days following the day when deposited in the U.S. Mail by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to School Board, to:

If to SVHS, to:

St. Vincent's HealthCare
1 Shircliff Way
Jacksonville, FL 32204
Attn: Chief Operating Officer

with a copy to:

St. Vincent's HealthCare
2 Shircliff Way, Suite 600
Jacksonville, FL 32204
Attn: Chief Legal Officer

9.4 Corporate Compliance. SVHS has in place a Corporate Responsibility Program ("Program") which has as its goal to ensure that SVHS complies with federal, state and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. School Board acknowledges SVHS's commitment to corporate responsibility and agrees that it will not act or conduct business in a manner that requires SVHS to violate or act in a manner that contravenes the Program.

9.5 Ethical and Religious Directives. The parties acknowledge that the operations of SVHS and its affiliates are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor (the "Directives") and the principles and beliefs of the Roman Catholic Church are a matter of conscience to SVHS and its affiliates. The Directives are located at <http://www.usccb.org/bishops/directives.shtml>. It is the intent and agreement of the parties that neither the Agreement nor any part hereof shall be construed to require SVHS or its affiliates to violate the Directives in their operation and all parts of the Agreement must be interpreted in a manner that is consistent with the Directives.

9.6 Amendment. No amendment to this Agreement shall be effective unless it is in writing, attached to, or made a part of this Agreement, and executed by a duly authorized representative of each party.

9.7 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party.

9.8 Entire Agreement. This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

9.9 No Third Party Rights. This Agreement is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.

9.10 Severability. If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.

9.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

9.12 Captions. The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the provisions of this Agreement.

9.13 Interpretation. Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice-versa, and the use of any gender shall include any other or all genders as used in this Agreement. This Agreement has been negotiated at arms-length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties to this Agreement.

9.14 Waiver of Compliance. Except as otherwise provided in this Agreement, any breach by a party may only be waived by the other party in a written instrument signed by the waiving party. Such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other breach.

9.15 Applicable Law and Courts. This Agreement shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Jurisdiction and venue shall lie, and all legal proceedings shall be brought, in the Fourth Judicial Circuit in and for Duval County, Florida, or in the United States District Court for the Middle District of Florida, Jacksonville Division.

9.16 Cooperation. The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

SVHS

By: Moody Chisholm
Title: President and CEO

SCHOOL BOARD

By: _____
Name: _____

EXHIBIT A

MOMENTUM Pediatric obesity treatment and prevention program

Program Description:

Obesity in children has reached an unprecedented level, creating far-reaching health and economic implications. Of particular concern is the recent increase in obesity-related diseases that are being diagnosed in children and adolescents. Type 2 Diabetes diagnoses account for up to 45% of all new cases of diabetes in children and adolescents (American Dietetic Association, 2000). Modification of eating and exercise patterns in childhood is substantially more effective and less costly than treating obesity related disease such as metabolic syndrome or Type II Diabetes. However, general pediatricians are constrained by lack of time, training, and clinic resources to adequately pursue these intensive interventions. Unlike typical outpatient clinical care, treating pediatric obesity is more analogous to treating eating disorders and substance addictions. It requires intensive behavioral modification and the education, support, and participation of patient caregivers. Thus, while these programs are somewhat resource-intensive, these costs pale in comparison to the health care costs consumed by these patients once they have developed co-morbid conditions.

Momentum is designed to address these specific challenges. The program is multi-tiered will be a collaborative effort of the St. Vincent's Healthcare, the Clay County School System, and the St. Vincent's Foundation. Program sessions will be located at area middle schools and sessions will be held after school is dismissed. By partnering with community middle schools we will minimize transportation issues for participants and will minimize program costs by utilizing school space for the program sessions. We will pilot the Program at Wilkinson Junior High School with a goal start date of early February 2015 for the behavioral and nutritional program and late January 2015 for the fitness program.

Following is a description of the levels of intervention encompassed by *Momentum*.

1. *Momentum's* community-based component will consist of a concentrated 10-week behavioral and nutritional program (*Momentum Nutrition*). This program will be taught by St. Vincent's Pediatrician and by the *Momentum* Program Director. The classes will be two hours each with a short break in between. They will be family oriented and conducted in small group settings with participants and their caregivers in attendance. Participation in this program is open to area children ages 9-14 years with a body mass index of \geq 95%. Pre-participation screening of children will be performed by St. Vincent's Pediatrician and by the Program's Director.
2. An intensive fitness program will augment the *Momentum* behavioral and nutritional program (*Momentum Fitness*). Modeled after an existing, successful program in Alachua County, Youth Combine (youthcombine.org), participants will attend three, two-hour sessions weekly. The sessions will be conducted by trained volunteers recruited from local University exercise physiology and kinesiology programs. The volunteers will be trained and supervised by our Program Coordinator. Participation in this program is open to all interested children ages 9-14 years. It is designed to be all-inclusive with activities modified to the ability level of participants. Activities will include a warm up and cool down session and water breaks.
3. The Program's clinical component will consist of monthly office based medical evaluations to assess a participant's overall health and nutritional status, set goals for improvement, and monitor progress. The *Momentum Nutrition* participants will attend the clinical component as a necessary safety requirement of their participation.
4. A user designed electronic application will be integrated into *Momentum* (*Momentum On The Go*). This application can be downloaded to patient's and parents cell phones. It is designed to engage children

and adolescents with continued nutrition and exercise tracking, goal setting and monitoring. It will provide maintenance support following the end of the program sessions. This application is currently under development and the application developers are interested in providing initial access to the service to our Program as a beta test site.

Recruitment of participants will come from several sources. Participants in *Momentum Fitness* will all be screened for BMI. At risk participants will be identified and the Program Director or the Pediatrician will make the participant's parent aware of the program. Area primary care physicians will also be informed of the program so that they may refer their at risk patients. We will also request that we be able to present the program to Wilkinson faculty.

Aggregating results from our pilot participants provides an opportunity to validate the *Momentum* program. This data will be used to obtain financial support to continue the program and to expand it to other schools. We also intend to examine data as a quality improvement effort, to evaluate the effectiveness of our multi-tiered approach to treating Pediatric obesity. Data will be de-identified and accumulated in aggregate. No data will be obtained without the express consent of a participant's legal guardian. The process of consent and data accumulation will be subject to a rigorous Internal Review Board (IRB) process before the program begins. Informed consent for participation will be done by the Program Director or by the Pediatrician, both of whom have undergone the IRB approval process.

The primary goal of *Momentum* is to create a healthier pediatric population and contribute to reducing overall population risk for diabetes, high cholesterol, hypertension, and other comorbid obesity-related diseases. A secondary benefit to participants will be involvement in an inclusive, "club-like" activity with mentoring by college students. Another secondary benefit will be the availability of a free, supervised after school program. By combining supervised intense physical activity, behavioral medication utilizing motivational interviewing techniques, nutritional education, and caregiver involvement, *Momentum* addresses the many challenges of treating and preventing pediatric obesity. The Program will provide for appropriate medical supervision of at risk patients. And, by using "coaches", group membership, parental involvement, an interactive curriculum, and gaming technology, it will utilize techniques and tools that are designed to stimulate and motivate children.

EXHIBIT B

Additional Terms-

Notwithstanding any language to the contrary in standard form agreement, the parties agree to the following terms which override all other agreements to the contrary:

BACKGROUND CHECK- Employees of SVHS shall, at their own expense, submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this agreement or entering upon school grounds when students are present. In the alternative, School may, in accordance with F.S.1012.468, exempt SVHS employees from this requirement only if SVHS employees are, at all times, under the direct line of sight supervision of a School employee who has submitted to and passed a level 2 background check. SVHS may satisfy the requirement for a background check by supplying School proof that SVHS employees have passed such a screening for another school district and that said background check is still valid.