

MOBILE MAMMOGRAPHY SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made effective as of the 1st day of May, 2015 (the "Effective Date") by and between St. Vincent's Medical Center, Inc. d/b/a St. Vincent's Medical Center Riverside ("Hospital") and The School Board of Clay County, Florida ("Board").

ARTICLE 1: RECITALS

1.1 Hospital operates a mobile mammography unit that provides screening mammogram technical component services to members of the community (the "Services").

1.2 Board operates a school district in Clay County, Florida.

1.3 The parties desire for SV to utilize space on Board's premises to provide the Services.

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: MUTUAL AGREEMENTS

SV may use space at various premises owned or operated by Board free of charge on mutually agreed upon dates and times to set-up the mobile unit and provide the Services. Upon conclusion of the Services, SV will return the space to Board in the condition in which it was received.

ARTICLE 4: 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. 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 5: TERM AND TERMINATION

5.1 Term; Termination by Notice. This Agreement shall continue for period of one year, at which time it shall automatically renew for additional periods of one-year each. Either party may elect to terminate at any time after first giving not less than 30 calendar days written notice to the other party of intention to terminate.

5.2 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.

5.3 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 6: ADDITIONAL PROVISIONS

6.1 Insurance.

(a) Hospital. Hospital will maintain the following insurance (or self-insurance) covering Hospital with respect to the Services Hospital provides under this Agreement:

(i) Commercial General Liability in the minimum amounts of \$1 million per occurrence, \$2 million general aggregate, and \$2 million products/completed operations aggregate. Hospital will name Board as an additional insured for Commercial General Liability.

(ii) Workers' Compensation in the minimum amounts of \$500,000 each accident, \$500,000 each employee, and \$500,000 each disease.

(iii) Umbrella in the minimum amounts of \$2 million each occurrence and \$2 million aggregate.

(iv) Automobile Liability in the minimum amount of \$1 million per accident.

(v) Hospital will name Board as an additional insured and as a certificate holder for the Commercial General Liability, Workers' Compensation, and Automobile Liability coverages specified above.

(b) Board. Board will maintain reasonable insurance to cover its own negligence and misconduct and that of its employees and agents.

(c) Certificates. Each party will provide the other with certificates of insurance or other evidence of the required coverage upon request and upon termination of the Agreement.

ARTICLE 7: STANDARD PROVISIONS

7.1 Authority; Avoidance of Violations; Modification. Board represents and warrants it has authority to permit Hospital to utilize the space. Board will provide the space in good condition and free of defect and debris. Board maintains liability and responsibility for the space. Hospital will repair any damage it makes to the space. 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.

7.2 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.

7.3 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 Board, to:

If to SV, to:

St. Vincent's Medical Center Riverside
1 Shircliff Way
Jacksonville, FL 32204
Attn: President

with a copy to:

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

7.4 Corporate Compliance. SV has in place a Corporate Responsibility Program ("Program") which has as its goal to ensure that SV 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. Board acknowledges SV's commitment to corporate responsibility and agrees that it will not act or conduct business in a manner that requires SV to violate or act in a manner that contravenes the Program.

7.5 Ethical and Religious Directives. The parties acknowledge that the operations of SV 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 SV 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 SV 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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 Clay County, Florida, or in the United States District Court for the Middle District of Florida, Jacksonville Division.

7.16 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.

SV

By: _____
Name: _____
Title: _____

Board

By: _____
Name: _____
Title: _____