

## **Health Care Medical Services Agreement**

This Health Care Medical Services Agreement (this “Agreement”) is made and entered into to be effective as of this 9<sup>th</sup> day of June 2026, by and between The City Of North Port, Florida, a municipal corporation of the State of Florida, whose address is 4970 City Hall Boulevard, North Port, Florida 34286, (“Client”) and Medical Risk Solutions, LLC (“MRS”), (doing business as “My Health Onsite”, also known as “Crowne Consulting Group”) a Florida limited liability corporation with principal offices at 2710 Rew Circle, Suite 200, Ocoee, FL 34761. Client and MRS are jointly referred to herein as the “Parties.”

### **Recitals:**

A. MRS and its affiliates provide comprehensive employee health, occupational health and wellness programs and services to employers for eligible employees, retirees and dependents, through health centers located at facilities provided by its client employers;

B. The Client desires to offer to its authorized, eligible employees and retirees, and their respective dependents, the benefits of a dedicated on or near-site health facility while enjoying anticipated savings in the cost of insurance and other Client expenses for the benefit of taxpayers within Sarasota County, Florida; and

C. The Client desires to contract with MRS and MRS desire to contract with the Client, as described in this Agreement, for MRS to furnish medical professionals and medical assistants as agreed-upon medical staff and equipment to provide certain onsite medical services to the authorized, eligible employees and retirees of the Client, and their respective dependents, on the terms and subject to the conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE I DEFINITIONS**

1.01 “Medical Professional” means a person duly trained, licensed and authorized in the state of Florida as a Physician, Advanced Registered Nurse Practitioner (“ARNP”), Licensed Physician’s Assistant (“PA”), Licensed Registered Nurse (“RN”), Licensed Practical Nurse (“LPN”), Licensed Radiologic Technologist (“Rad Tech”), Registered Dietitian or other professionally licensed medical staff.

1.02 “Medical Assistant” means a person who is a medical assistant (MA), phlebotomist or other staff who is trained to perform health, wellness and medical-related activities within the Health Facility. May also include administrative positions.

1.03 “Health Care Services” means the health care/medical-related services that MRS has agreed to provide to the Client as described in Exhibit “A,” which is attached hereto and incorporated herein by this reference. The Client and MRS may, at any time and from time to time, amend or supplement Exhibit “A” by written agreement, signed by both parties.

1.04 “Health Facility” means the site(s) selected which may or may not be provided by the Client and approved by MRS for the delivery of the Health Care Services pursuant to this Agreement.

1.05 “Participant” means an eligible employee, retiree or COBRA participant (except in special terminated cases) identified by the Client and their respective dependents (Scope of Medical Professional(s) will determine service age of dependents) and are determined to be eligible by Client.

1.06 “Employee Benefit Plans” means the programs and services provided under this Agreement which are not designed nor intended to be defined as any Client employee benefit plan or insurance program. Accordingly, MRS, nor any of the third-party contractors it may engage, is a fiduciary, trustee, or sponsor with respect to these programs or services and shall be considered to be acting only as a consultant to Client with respect to such matters and shall not be considered in a fiduciary, trustee or sponsor relationship in such plan.

## **ARTICLE II DUTIES OF MRS**

2.01 Provision of Medical Professional(s). MRS shall furnish adequate staffing of Medical Professionals, together with Medical Assistants, as appropriate, to provide Medical Services at the Health Facility to the Participants of the Client. Physicians and mid-level Providers shall be employees of MRS to provide Medical Services through MRS and MRS shall be solely responsible for the operation of the Health Facility and the Health Care services. In the event MRS is unable to furnish particular persons as the Medical Professionals and/or Medical Assistants, MRS may at any time and from time to time out of operational necessity, change any given Medical Professional and/or Medical Assistant provided to Client under this Agreement. Client, or its designee, shall have the opportunity to meet with recommended final Provider candidates, except in situations where temporary staff are utilized to meet an immediate PRN need (i.e. emergency, illness, vacations, etc.), identified by MRS. Client may request MRS to consider the replacement of a Medical Professional provider upon written notice for agreed-upon reasonable cause, subject to the contractual obligations between said Medical Professional providers and MRS.

2.02 Standards of Medical Professional Performance. MRS shall arrange to contract with each Physician/Provider such that the Physician/Provider is obligated to perform or deliver the following services, supported by other Medical Professionals and Medical Assistants working under the Physician’s medical review:

(a) The Medical Professional(s) shall provide the Health Care/Medical Services in accordance with this Agreement to the extent such services are required to be provided by licensed Physicians, Pharmacists, Nurse Practitioners, Physician's Assistants, Registered or Licensed Practical Nurses or other licensed medical support professionals.

(b) The Medical Professional(s) shall comply with all applicable laws and regulations with respect to the licensing and the regulation of Medical Professionals and shall at all times oversee the Medical Staff in a manner consistent with applicable medical practice and standards.

(c) The Medical Professional(s) shall provide Health Care/Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner that meets or exceeds prevailing standards for Health Care/Medical Services provided in the community in which the Health Facility is located.

(d) The Medical Professionals shall maintain, during the term of this Agreement, appropriate and applicable credentials including without limitation:

- (1) A duly issued and active license to practice medicine and prescribe medications as a provider in the State of Florida;
- (2) A good standing with his or her profession and state licensing authority;
- (3) The absence of any license restriction, revocation, or suspension;
- (4) The absence of any involuntary restriction placed on his or her federal DEA registration; and
- (5) The absence of any conviction of a felony.

(e) In the event that any Medical Professional (1) has his or her license to practice medicine or prescribe medication restricted, revoked or suspended, (2) has an involuntary restriction placed on his or her federal DEA registration, (3) is convicted of a felony, or (4) is no longer in good standing with his or her professional or state licensing authority, MRS shall promptly remove that Medical Professional from service at the Health Center and replace such Medical Professional with another Medical Professional that meets the requirements of Section 2.02 (d).

(f) MRS shall require that any Medical Professional or Medical Assistant complies with Section 2.02 with respect to performance, licensing, certification and good standing, as applicable, except as otherwise provided in Section 2.08 with respect to medical students, interns and/or residents. MRS shall require the Medical Professional(s) to notify MRS immediately in the event the Medical Professional(s) learns of the possibility that any of the events specified in Section 2.02(e) may occur with respect to the Medical Professional(s) or Medical Assistant and MRS shall immediately notify the Client of such notification.

2.03 Scheduling of Services. MRS shall be solely responsible for the scheduling of the Medical Professional(s) and Medical Assistant(s) to provide Health Care Services at the Health Facility during agreed and stated operating hours.

2.04 Noncompliance by the Medical Professional Provider. In the event that Client becomes aware of any failure by the Medical Professional Provider to comply with the obligations of the Medical Professional(s) which are contemplated by this Agreement, Client shall provide written or electronic notice to MRS of such failure, which notice shall describe the failure in reasonable detail, and MRS shall use its best efforts to promptly address such issue. In the alternative, MRS may arrange for the substitution of another person as the Medical Professional Provider. As provided in Section 2.01, Client may elect to suggest the prompt and reasonable removal of the Medical Professional Provider by MRS if mutually agreed-upon, as jointly determined by Client and MRS.

2.05 Equipment and Supplies. If Client requests, MRS shall assist with the furnishings, equipment and supplies necessary to support the operation of the Health Facility. Client agrees to pay MRS for such equipment and supplies, and MRS agrees to purchase them in a commercially reasonable manner, including obtaining competitive pricing or price comparisons when practicable. MRS will invoice Client for MRS' cost to purchase equipment and supplies. MRS and the Client shall agree upon the initial order of equipment and supplies to equip the Health Facility and the Client will promptly submit payment in 45 days for the same as invoiced by MRS. Subsequent orders of furniture, fixtures, equipment and supplies as are reasonably necessary for the restocking of the Health Facility may be performed by MRS without pre-approval (except for single items costing more than \$5,000 which require prior written approval by Client and shall be reimbursed to MRS by the Client promptly following submission by MRS of an invoice. All furniture, fixtures and equipment purchased or reimbursed by the Client for use at the Health Facility shall become the property of the Client immediately. Upon the expiration or termination of Agreement, all supplies shall become the property of the Client. In the unusual event MRS deems it necessary to purchase items (requiring sales tax collection) due to Client not being able to purchase such items in a timely and/or more cost-effective manner, Client agrees to reimburse full amount of MRS's invoice for purchase including passed-through sales tax. Client agrees to be responsible for collecting any credit due from appropriate taxing authority.

2.06 General and Professional Liability Insurance. MRS shall ensure that all Medical Professionals assigned under this Agreement and throughout the Term of this Agreement will be insured by general and professional liability insurance covering liability, acts and omissions of the Medical Professionals, in the minimum annual coverage amounts of \$1,000,000/\$3,000,000 (Claims-Made) under MRS's Professional Liability Program. The General liability program is at the minimum annual coverage amounts of \$1,000,000/\$3,000,000 (Occurrence form). The Commercial Cyber and Privacy Liability Program is at the minimum coverage Insurance Clause \$2,000,000, Legal & Regulatory \$2,000,000, and IT Security & Forensic \$2,000,000. MRS shall provide Client with proof of such liability insurance coverage maintained on behalf of the Medical Professionals. MRS shall list the Client as an additional insured.

2.07 Responsibilities of Parties/Indemnity. MRS and each of the third-party contractors delivering services hereunder, is an independent contractor with respect to the services provided under this Agreement and is not the agent or employee of Client. Notwithstanding any authority granted to Client herein, MRS and/or any Medical Professional or Medical Assistant shall retain the authority to direct or control his/her health care/medical decisions, acts or judgments. MRS agrees to indemnify and hold harmless Client from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which

Client may incur in connection with MRS's furnishing of Medical Professionals and Medical Assistants, or with the Health Care/Medical Services provided by them under this Agreement. Notwithstanding the foregoing, this section and all other provisions of this Agreement relating to indemnity and insurance are not intended to and shall not be construed to waive the Client's or MRS's applicable sovereign immunity under the provisions of Section 768.28, Florida Statutes, or to allow MRS to claim or rely on the Client's sovereign immunity. MRS shall indemnify, defend, and hold harmless the Client, its employees, officers, directors, commissioners, and affiliated departments from any and all claims, losses, damages, or liabilities arising from the acts or omissions of MRS or its personnel, including but not limited to administrative errors, HIPAA or other data breaches, slip-and-fall accidents, or other non-medical incidents occurring on City premises. Without limiting the foregoing, MRS remains fully responsible for any claims, losses, or damages arising from its acts or omissions, including amounts exceeding statutory sovereign immunity limits. The provisions of this Agreement are solely for the benefit of the named Parties and shall not give rise to any rights or claims by any person or entity not expressly a Party to this Agreement.

2.08 Other Licensed Professionals. MRS is hereby authorized to assign, from time to time, one or more alternate Medical Professionals to supplement or substitute for the Medical Professional(s) selected for health care service at the Health Facility. All terms of this Agreement shall be applicable to any replacement Medical Professional. MRS shall also ensure that all replacement Medical Professionals who provide services hereunder have insurance coverage consistent with the requirements of Section 2.06. From time to time the Medical Professional Providers, upon consent of Client and MRS, may have medical students, interns or residents associated with a recognized and approved College of Medicine observe and assist the Medical Professional Providers (patient permission must be granted) for educational and teaching purposes under the Medical Professional Provider's direct supervision. The same level of professional standards as set forth in Section 2.02 shall apply as well to replacement Medical Professional Providers, other than medical students, interns or residents working under the direct supervision of the Medical Professional Provider.

2.09 Billing by Medical Professionals. MRS shall prohibit any Medical Professional assigned to the Health Facility from billing or otherwise soliciting payment from Client or any Participants for any Health Care Services provided by the Medical Professional(s). All billing for the Health Services provided pursuant to this Agreement shall be solely from MRS to Client.

2.10 Medical Records. MRS shall require the Medical Professional Providers to agree they will maintain medical records with respect to all of the patients, all of which medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Professional Providers provide the Health Care/Medical Services in connection with this Agreement. MRS shall also require the Medical Professional(s) to comply with HIPAA and state privacy requirements. All patient records maintained by the Medical Professional Providers in connection with this Agreement shall be the sole property of MRS with MRS Medical Director serving as Custodian. In the event medical records require transfer of ownership (e.g., termination, transfer, assignment of Agreement), MRS shall represent the designated records owner.

All medical records and other protected health information maintained by the Medical Professional Providers will be held by the Medical Professional Providers and MRS in strict

confidence and in accordance with state and federal law. Client will not be entitled to have access to said medical records (HIPAA protected) in the absence of an appropriate written authorization from the patient (except those occupational/workers' compensation records that are exempted from HIPAA/Privacy requirements, which Client may access upon written request to MRS). To ensure compliance with the above, MRS shall develop and implement policies, standards and procedures to protect the confidentiality and security of the medical records and ensure that medical professionals and medical assistants (and any other employees or contractors of MRS) are trained in these policies, standards, and procedures.

2.11 Reporting Services Included In Fixed Fees. MRS shall provide utilization activity reports on medical and if/when applicable occupational services, monthly client activity reports and annual reports on health center activity, population health status and return on investment. Reports requiring health plan data care-gap analysis are contingent upon receiving necessary health plan claims information, etc.:

- Utilization reports on number of employees, retirees or dependents for ancillary, medical and occupational type visits
- Client activity and trends report including visit volume (visits for acute care, occupational health to include workers' compensation, risk reduction and disease management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 or 10 code, prescriptions dispensed/written
- Annual reports including:
  - Population stratification report identifying percent of the population screened, size and nature of high-risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
  - Year-end report identifying results of health center operations including health center volumes, patient engagement, overall improvement in population health status, customer satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
  - Custom reporting per year, if applicable and customized ad hoc report projects scope of work and their costs will be defined and agreed upon mutually between Client and MRS prior to custom report engagement.

2.12 Facilitation of Rehab Projects. MRS shall be responsible for the pre-construction and construction of the build-out of the Employee Healthcare Center to meet the operational, functional, and clinical needs of the facility.

MRS shall perform the Scope of Services, as described in this Agreement, for a lump sum, not-to-exceed fee of One Million One Hundred Twenty-four Thousand Seven Hundred and Seventy-Three Dollars (\$1,124,773.00). This fee shall be inclusive of all profit; direct and indirect labor costs; personnel-related expenses; overhead and administrative costs; travel and other out-of-pocket expenses; and any other costs reasonably necessary to provide the services described in this Agreement. Direct costs shall include labor, materials, equipment, subcontractors, and permits, and indirect costs shall include project management, scheduling, site mobilization, utilities, testing and inspections, reinspection fees, insurance, and bonds.

MRS shall exercise commercially reasonable and prudent fiscal responsibility in procuring all work, services, and materials for the Project. This includes, without limitation, obtaining competitive bids or quotations where appropriate, evaluating alternative approaches, and seeking the most cost-effective solutions that deliver the highest overall value to the Client while maintaining quality, safety, and compliance with applicable standards.

MRS shall maintain complete and accurate records of all procurement decisions, cost estimates, and vendor selections, and shall provide such documentation to the Client upon request. MRS shall promptly notify the Client of any circumstances that could materially affect cost, schedule, or quality, and shall propose reasonable alternatives to mitigate such impacts.

Notwithstanding the foregoing, the Client's designated Project Manager shall have final approval over all Project-related details, including, without limitation, the scope of work, specifications, and materials to be utilized. MRS shall not proceed with implementation of any items without prior written approval from the Client's Project Manager, except as otherwise expressly authorized in writing.

#### Construction Administrative Fee.

Contractor and Client agree that an administrative fee equal to five percent (5%) of the total cost of the construction build-out ("Construction Administrative Fee") shall be applied. This fee is intended to cover project management, coordination, oversight, documentation, and related administrative services provided by MRS.

The Construction Administrative Fee is included within, and not in addition to, the not-to-exceed amount set forth above, and shall not cause the total compensation under this Agreement to exceed such not-to-exceed amount. The fee shall be calculated based on the total cost of labor, materials, subcontractor services, and other direct construction costs, and shall be invoiced in accordance with the payment provisions of this Agreement.

- Pre-construction services shall include development of the design concept, design support and coordination with the City's management team, preparation of architect- and engineer-stamped plans, evaluation and recommendations for equipment and materials, project scheduling and cost estimation, and coordination with subcontractors and vendors as required.
- Construction services shall include procurement, hiring, and management of subcontractors, securing all required permits, coordination of subcontractors throughout construction, delivery of warranties for all equipment, systems, and construction work, completion of construction within agreed timelines, and site clean-up and restoration upon completion of the build-out.
- All costs associated with the pre-construction and construction of the build-out shall be reimbursed by the City upon submission of supporting documentation, including invoices and proof of payment, in accordance with this Agreement; provided, however, the Administrator shall not be entitled to, and the City shall not be obligated to pay, any amount in excess of the not-to-exceed (NTE) limit unless such additional compensation is approved through a formal written amendment signed by both parties. Reimbursement shall comply with the timing and requirements set forth in the Florida Prompt Payment Act applicable

to construction projects, pursuant to Florida Statutes. The Administrator shall submit reimbursement requests on a periodic basis, but not more frequently than once per month, unless otherwise approved in writing by the City. All invoices shall be submitted to the City's Project Manager for review and approval prior to payment. The City shall make payment within forty-five (45) days after receipt of a properly submitted invoice and all required supporting documentation, consistent with applicable law.

- Optional services or additional work not included in this Agreement must be approved in writing by the City prior to commencement and will be reimbursed separately. Any administrative or project management fees, shall be fixed and clearly identify the services included, such as project management, scheduling, and reporting. Administrative or project management fees, will be included in the NTE.
- The Administrator shall notify the City Project Manager when cumulative billing reaches 80% of the NTE. All pre-construction and construction services shall comply with applicable federal, state, and local laws, building codes, safety regulations, and City policies, and the build-out shall be designed to support the long-term functional, clinical, and operational flow of the Center as set forth in this Agreement and any applicable exhibits.
- All funding under this Agreement is subject to annual appropriation by the City Commission, and the City's obligation to pay shall not arise unless appropriations are approved for the applicable fiscal year. If appropriations are not approved or are excluded from the budget, the City shall have no obligation to pay such costs, and no Commissioner, officer, employee, director, member, or other agent of the City shall have any personal liability in connection with such non-appropriation.

### **ARTICLE III DUTIES OF CLIENT**

3.01 Provision of Location. Client shall provide at no charge to MRS adequate and agreed-upon facilities for the provision of the Health Care/Medical Services as outlined in this Agreement, at a site selected or shared by the Client, subject to the satisfaction of MRS's specification. Included but not limited to telephone services, utilities and unrestricted internet connections, Client is responsible for routine cleaning of the health center space, including vacuuming, trash removal, bathroom cleaning and overall sanitized cleanliness that may be necessitated on a daily basis. Should the location prove to be unsuitable when growth cannot be sustained with initial facilities, Client and MRS will collaborate on expansion and/or additional location(s) in regard to location, adequate facilities and timing.

3.02 Internet Connections. MRS shall be responsible for ordering and provisioning dedicated cable or fiber internet access. The City shall reimburse MRS for the reasonable and documented costs associated with such service. Ethernet handoff to be implemented into a MRS owned and operated firewall/router. Client is responsible for premise wiring to facilitate connectivity from the MRS firewall to desktops/laptops at health center. Two jacks are required for each medical staff workstation, and the location of jacks is dependent upon build-out of facilities. The web-based (cloud-hosted) EMR system is designed to run via web browsers, such as Google Chrome, on PCs, Macs, or iPad devices. Required secure, stable, and high-speed internet connection to ensure smooth performance of MRS' cloud-hosted services, including

telehealth/video, real-time data sharing, and data search engine functionalities. Internet services will also be required to operate any VOIP phone systems.

3.03 Publicity and Promotion. Client will publicize and provide descriptive information including those standard marketing materials provided by MRS as described within this Agreement. This information will be delivered to all of Client's participants who are authorized to seek services at location(s) agreed upon by Parties. Client will provide MRS with copies of other documents and materials prepared independently by Client describing, publicizing or affecting the services provided by MRS prior to the distribution of such materials. MRS shall review and comment on such materials within a reasonable time after receipt. Client will seek MRS's input prior to publicizing and distributing such information to its Participants.

3.04 Eligibility Files. Client will provide to MRS on a monthly basis a Participant eligibility file, which is necessary to enable MRS to provide the services outlined and agreed-upon in this Agreement. The Participant eligibility file will contain the updated and entire population of Participants, including a monthly file of all termed employees, and comply with MRS's file specifications.

3.05 Claims Data. To assist in the identification of Participants with chronic conditions and the development of appropriate treatment regimens, including but not limited to diabetes, asthma, heart disease, pulmonary disease, and hypertension, the Client shall provide the Contractor (MRS) with full access to all medical claims data through its insurance carrier, third-party administrator, or other designated vendor for purposes of claims analysis and data mining. Such data shall include the twenty-four (24) months preceding the initiation of onsite services and shall be updated at minimum on a monthly basis throughout the term of this Agreement. Prior to implementation, the Client and Contractor (MRS) shall execute a Business Associate Agreement and Non-Disclosure Agreement to ensure compliance with HIPAA and all applicable privacy and health plan requirements. If Workers' Compensation services are requested, the Client shall provide complete claims data, including loss ratios, experience modification factors, and both open and closed claims information for the preceding three (3) years. Such information shall be updated at minimum on a semi-annual basis throughout the term of this Agreement.

3.06 Availability of Resources. Client agrees to allow MRS to utilize any internal resources of Client and to assist MRS in such utilization, including but not limited to training, marketing tools and resources and technical support necessary to maintain the requirements outlined in Article 3, as mutually agreed upon by Parties in order to enhance the effectiveness and utilization of the MRS onsite health services. Client will identify a single primary point of contact (management-level employees) for implementation project management and ongoing account management.

## **ARTICLE IV COMPENSATION**

4.01 Monthly Administrative Fixed-Fee. No later than forty-five (45) days immediately following the receipt of MRS' invoice, Client shall pay to MRS the amount equal to \$23 for each authorized, eligible employee/retiree per month (per employee per month) for furnishing the management and oversight of the Medical Professional(s) and the other included services provided pursuant to this Agreement during the invoiced period. The billing for the monthly fee will commence upon the date the Client receives a Certificate of Occupancy in order for staff to initiate setup of center and training of staff to commence medical services. This monthly fee will remain at \$23 PEPM for first full term of Agreement. This monthly fee will remain at \$23 PEPM for first full term of agreement (5) five years. After the initial term, the PEPM will increase 3% for subsequent renewal periods. Client shall pay MRS upon receiving invoice in accordance with Florida's Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

4.02 Ongoing Operational Expenses. On or about the 10<sup>th</sup> of each month, MRS shall submit an amount equal to the sum of the estimate of that month's medical expenditures and an adjustment from prior months' expenses required to operate and maintain the health center in order to provide the Health Care/Medical Services under this Agreement. These expenses may include, but are not limited to, Medical Professional and/or Medical Assistant costs (payroll to include cost of FICA, Insurance, WC, PTO, etc.), Medical Professional and Medical Assistant training expenses, DOT certification, approved medical staff travel expenses, required taxes (federal, state, local, or other), technology-related licenses, costs and fees, wellness staff costs, data analytic services, medical supplies, medications, laboratory expenses, office supplies and equipment. On an annual basis, MRS will establish a market range of annual payroll increases (performance review, increases typically from 3 to 5% or based on market conditions) to be enacted for Medical Staff and invoiced to Client as payroll cost. Client shall pay MRS within forty-five (45) days after receipt of a properly submitted invoice with all required supporting documentation, in accordance with Florida's Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. Past-due amounts outstanding for more than forty-five (45) days may be subject to a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less.

The City's reimbursement obligation under this Agreement shall not exceed the amount appropriated and approved in the City's adopted annual budget ("Approved Annual Budget"). MRS shall provide monthly financial reports including actual year-to-date expenses and forecast remaining fiscal year's operational expenses. If projected expenses are expected to exceed the Approved Annual Budget, MRS shall notify the City in writing within five (5) business days. The total reimbursement payable to Operator during each fiscal year shall not exceed this Approved Annual Budget without budget amendment approved by the City Commission.

## **ARTICLE V TERM AND TERMINATION**

5.01 Term. This Agreement shall be for a term of five (5) years following the fiscal year of 2024 or after the date in which patient visits begin, whichever is later. After the initial five-year Term, renewals will be on a two-year basis.

5.02 Termination With or Without Cause. This Agreement may be terminated by either Client or MRS at any time by providing the other party a minimum of 120 days prior written notice following the second full year of the Agreement.

5.03 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of Client to pay compensation to MRS or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of any Party to provide monthly reports for the periods prior to the effective date of such expiration or such termination.

5.04 Non-Compete. In the event of termination or expiration of this Agreement and for a period of one (1) year from the date Agreement ends, Client agrees they shall not employ, contract with or utilize the professional health care services of any MRS medical, wellness or management staff providing or overseeing health center services.

## **ARTICLE VI MISCELLANEOUS**

6.01 Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

6.02 Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

6.03 Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing or electronic, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 6.01. All notices and other communications shall be (a) mailed by certified mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by electronic means with a receipt confirmation. Notices mailed pursuant to this Section 6.01 shall

be deemed given as of three days after the date of mailing and notices personally delivered or sent by electronic shall be deemed given at time of opening.

6.04 Transferability. Except as provided in Section 6.07, neither Client nor MRS may assign or otherwise transfer this Agreement or their respective obligations arising pursuant to this Agreement to any third party without the prior written consent of the other party, which consent may be given or withheld by the other party in its sole discretion.

6.05 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Client and MRS with respect to the subject matter hereof and supersedes all prior oral representations or discussions and agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by Client and MRS.

6.06 Governing Law. This Agreement shall be governed in accordance with Florida law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Sarasota County, Florida.

6.07 Non-Disclosure. Client and MRS shall take all reasonable steps to ensure that information with respect to the terms of this Agreement or with respect to the business of Client or MRS acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of either party; provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of either party; or (d) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.

6.08 Mutual Access to Books and Records. Client and MRS will maintain accounting records in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Subject to patient confidentiality obligations, including without limitation, HIPAA restrictions, Client and MRS shall ensure that such accounting records are available for examination by each Party during their respective normal business hours. Client and MRS shall maintain all such records for a period of not less than five (5) years after the date of the service or invoice. Further, subject to patient confidentiality obligations, including without limitation, HIPAA restrictions, Client or MRS, and any duly authorized agents or representatives of Client or MRS shall have the right to audit, inspect and copy all of each Party's and any subcontractors' records and documentation as often as reasonably necessary and each Party shall cooperate in any audit, inspection or copying of the records.

6.09 Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. MRS shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

This Section, including without limitation all access, inspection, copying, auditing, reimbursement and repayment rights, shall survive the termination of this Agreement.

6.10 Successors. This Agreement is binding upon the current parties, their successors and assigns with their consent. Sixty (60) days' notice of any change in control of any Party shall be given to all other Parties by the party experiencing the change. In such event, this Agreement shall be assumed by the successor entity only upon the written consent of the remaining Parties.

6.11 Severability. If any provision of this Agreement is determined to be void, illegal, unenforceable or invalid, the enforceability of any other provision is unaffected.

6.12 Insurance:

(a) MRS shall maintain throughout this Agreement the following insurance coverages for its employees and those Independent Contractors providing services to it under this Agreement:

- (i) Professional Liability Insurance (Claims-Made) in the minimum amount of One Million Dollars /Three Million Dollars aggregate (\$1,000,000/\$3,000,000); and
- (ii) Comprehensive General Liability (Occurrence form) including Contractor's Protective Liability; Hired/Non-Owned Auto Liability and Product – Completed Operations – Coverage and Contractual Liability - in the amount of One Million Dollars/Three Million Dollars Aggregate (\$1,000,000/\$3,000,000); and
- (iii) Workers' Compensation Insurance for all employees of MRS and the professionals at the Health Facility location(s) as applicable and Employer Liability at \$1,000,000 limit; and
- (iv) Commercial Cyber and Privacy Liability Insuring Clause 1 \$2,000,000 – Legal and Regulatory \$2,000,000 – IT Security and Forensic \$2,000,000

(b) The City of North Port, Florida and its members, officers and employees shall be an additional named insured on those coverages/policies listed above except for Professional Liability Insurance and Workers' Compensation Insurance.

(c) The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of MRS and the professionals at the Health Facility. MRS shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:

- (i) The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better

according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or

- (ii) With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes, or with a commercial insurance company approved to operate in Florida.
- (d) Neither approval nor failure to disapprove the insurance furnished by MRS to Client shall relieve MRS of the full responsibility to provide insurance as required under this Agreement.
- (e) MRS shall be responsible for assuring that the insurance remains in force throughout the Term of this Agreement, including any and all option years that may be granted to MRS. The certificate of insurance shall contain the provision that Client be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, MRS shall be responsible for submitting new or renewed certificates of insurance to Client at a minimum of fifteen (15) calendar days in advance of such expiration.
- (f) Unless otherwise notified, the certificate of insurance shall be delivered to:

City of North Port  
4970 City Hall Blvd.  
North Port, FL 34286

- (g) The name and address of the Certificate Holder on the certificate of insurance must be:

City of North Port  
4970 City Hall Blvd.  
North Port, FL 34286

(h) In the event that MRS fails to maintain insurance as described in Section 2, paragraph (a) of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement should MRS not reasonably cure such breach. If such a breach occurs without remedy, then MRS agrees that Client may take any action necessary at law or in equity to preserve and protect Client's rights.

## **ARTICLE VII**

### **SOVEREIGN IMMUNITY**


The Client expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of \$100.00 for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Client which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

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*Signature Page to Follow*

**MEDICAL RISK SOLUTIONS, LLC dba My Health Onsite**

By:   
Printed Name: Brian Branham \_\_\_\_\_  
Title: Vice President \_\_\_\_\_  
Address: 2710 Rew Circle, Suite 200 Ocoee, FL 34761

**CITY OF NORTH PORT, FLORIDA**

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL FUINO, B.C.S.  
CITY ATTORNEY

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## **EXHIBIT A**

### **DESCRIPTION OF SERVICES**

Ongoing Services: As of the Commencement Date, MRS shall operate an onsite health center(s) in Sarasota County, FL for eligible employees, retirees and dependents of Client.

Implementation Services: During the period beginning on the Effective Date and continuing through the start of the Ongoing Services on the Commencement Date (the “Implementation Period”), MRS shall provide the Implementation Services detailed in Exhibit A1.

#### **Location and time of services:**

- a. The services provided under this Agreement will be provided at a site or sites to be located in Sarasota County, FL.
- b. Hours of operation will be projected to begin with an estimated 40 provider hours per week. Adjustments to provider hours are permitted under contract terms with mutual agreement of Client and MRS.
- c. Notwithstanding the hours of operation described above, the health center shall be closed for up to 9 holidays and for 3 professional development days per year. The number of holidays is to be determined with mutual agreement of Client and MRS during Implementation process.
- d. In the event of an unexpected clinician absence due to illness, the health center shall remain open for services to be continued, to the extent possible, by the other regular health center staff members. Up to 5 days of such absences that result in no direct care services being provided shall be allowed per year.

### **PROGRAM SERVICES**

#### **Primary Care:**

- Initial Health Center Staffing Recommendation:  
Staffing projected to include (see Exhibit B1) FTE practice support specialists.
- Acute Conditions - evaluation, treatment and management
  - Sore throats/ears/headache
  - Cough, Sinus-related
  - Strains/sprains/musculoskeletal problems
  - Urinary complaints
- Ordinary chronic and routine primary care of the nature of a visit to a primary care physician’s office – evaluation, treatment and management
- Lab draws onsite
- Immunizations of Participants 18 years of age and above (unless otherwise changed)
- Allergies
- Well-women’s and well-men’s health
- Laboratory testing
- Personal hygiene related conditions - evaluation, treatment and management

**Workers' Compensation/Occupational Health Services:**

- Workers' Compensation-related injuries on a First Report of Injury/Triage-level only
- Minor surgical procedures, such as sutures for laceration treatment
- Orthopedic injury treatment – sprains, strains
- Urine Drug screening
- Pre-employment, routine and annual physicals
- Pre-employment drug testing, reasonable suspicion and random, breath-alcohol (BAT, if equipment supplied at County cost)
- CDL and DOT services

**Pre-Packaged Pharmaceutical Dispensing Program**

- Dispensing Module
- Inventory Management Module

**Health Maintenance & Prevention:**

- Biometric Screening to include Vital Health Profile (also known as health risk assessment)
- Physician/Nurse "Reach Out" Program to touch the people with the highest health risks
- Chronic Disease Management programs targeted for the greatest impact of population
- Referral Service: Providers recommend and assist employees in voluntary or management in mandatory referrals as appropriate and coordinated with Client's request
- Self-Care Education Tools and Manual online and in print form
- Comprehensive Health Education Training
- Physician Health Seminars
- Population Promotions

**Disease Management:**

- Chronic diseases - evaluation, treatment and management
  - Diabetes
  - High Cholesterol
  - Hypertension
  - COPD
  - Other as applicable

**Integrated Health Engagement Technology Platform:**

- Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging
- Electronic Health Record Program

**Account Management, Advisory and Support Services:**

- Implementation and Orientation programs for start-up of Health Center
- Health Facility Best Practices Sharing
- Health Facility Inventory Management (supplies, medications, etc.)
- Medical Staff Recruiting

- Medical Staff Management and Oversight

**Participant Communications & Promotions:**

Schedule A3

**Management Reporting & Analysis:**

Analysis, Trends, Reporting & Survey Results

**OPTIONAL SERVICES NOT INCLUDED IN FIXED FEES OR INITIAL PROJECTIONS**

The following services are an example of services that can be provided at a cost over and above the “Primary Health Care Services” described above. Client agrees that MRS will quote these services separately from “Primary Health Care Services” and will be provided at additional costs at such time Client gives written notice of interest for expanded/additional services listed below. Should Client desire for MRS to provide other services not specified in this Agreement, Client and MRS will mutually agree in writing or amendment to this Agreement, as to such services desired, the timing and cost of such additional services to be paid to MRS.

**Treatment of Workers’ Compensation injuries beyond First Report of Injury/Triage level**

If Occupational services are requested, they may include but not be limited to treatment of acute and chronic work-related injuries. Should an outside physician be selected, the Medical Professional(s) shall coordinate and monitor process.

**Medical Surveillance**

- **Hearing** - Administration and performance of audiometric exam, STS review, work relationship determination and report/documentation, including employee notification letters.
- **Respiratory** - Administer all medical elements of respiratory protection program including spirometry testing/PFT for employees required to wear a respirator.
- **Mobile Equipment Exams** - Conduct medical history review, vision testing, and medical exam for employees required to operate mobile equipment; fork truck physicals
- **Drug Screen/Alcohol** - Collect pre-employment hair testing samples; administer post rehabilitation random testing. Provide MRO and reporting services, which maybe through a third party for these expanded services.

## **Exams**

- **Extensive Pre-Employment** - Coordinating/conducting functional capacity testing, medical history, audiometric testing, biometrics, etc.
- **Ergos** - Assist with fitness evaluations using on-site evaluation equipment if available
- **Fitness for Duty** - Conduct fitness for duty exams for both work-related cases and for employees returning from personal medical leave.
- **Functional Capacity Exam (FCE)** - Contract with physical therapy vendor to conduct FCE's as requested by a treating physician.

## **NOT INCLUDED IN ONGOING SERVICES**

- Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings
- Travel costs for health center staff and health screeners to visit participants at offsite locations
- Internet connectivity and telephone service for MRS onsite health staff
- Additional Account Management and Advisory Services, Communications Services or Reporting Services not included in the projected costs, per Exhibit A2, A3, A4.
- Additional Data Services, such as custom interfaces for integration, uploads or exchange of prior provider data, or more than 3 ongoing activity reports.

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**EXHIBIT A1  
IMPLEMENTATION SERVICES**

MRS shall provide the following standard Implementation Services, which are included in the fixed fees. Additional services provided beyond the scope of the deliverables such as additional site visit days will be billed as Additional Services:

<b>Standard Implementation Package</b>	<b>Deliverables (exact media to be determined)</b>
Pre-Kick Off Implementation Meeting	Sales Transition Meeting: Client, Sales VP and Project Manager meet via conference call to initiate steps in the Implementation process.
Kick Off Implementation Meeting	Initial Implementation Team meeting to start the implementation process. This conference call will include all members of the implementation team (from both MRS and Client) to provide the foundation and expectations for the implementation process.
Functional Workgroup Implementation Meeting	Within 3 to 6 weeks, MRS will provide members of the implementation team to be onsite at the Client location for a workgroup session/meeting. Other members of the MRS Implementation Team will join as needed by conference call.
Clinical Coverage Plan	MRS to establish and provide coverage plan for clinical staff absences.
Clinical Training	MRS will provide initial implementation training for all health center staff during onboarding and onsite at the health center during the go-live week. This includes travel, lodging, meals and materials (does not include salary/hourly pay) for shadowing at other MRS Health Centers, orientation week and go-live week.
Communication Services	MRS will provide the Pre-Launch Communication Program included in Schedule A3
Project Management	
-Project Manager Client Site Visits	MRS will provide onsite visits by the Project Manager during the implementation process.
-Implementation Calls	MRS will provide weekly or as needed implementation calls with the implementation team/client project manager during implementation process.
Health Center Set Up	

-Décor	MRS will assist with placing site posters and accent décor throughout health center.
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**EXHIBIT A2**  
**ACCOUNT MANAGEMENT & ADVISORY SERVICES**

**ACCOUNT MANAGEMENT & ADVISORY SERVICES INCLUDED IN FIXED FEE**

<b>Account Management &amp; Advisory Services</b>	<b>Deliverables</b>
Account Manager introduction During Implementation	The Account Manager will be integrated as part of the team early on in the process, allowing him/her to assimilate with the senior management team on the Client side.
Point of Contact	The Account Manager provides the point of contact for triaging issues that may be handled by our team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly.
Monthly Reviews	To ensure the client has the resources and information to inform senior management of progress and return on investment of the health center), the account manager will provide the monthly reports described in Exhibit A4 to be reviewed on a formal quarterly/monthly meeting or call.
Annual Review	At a minimum, the Account Manager will provide a face-to-face annual review of the health center business, ROI, incorporating the Client-specific key performance metrics with projections for the next year following 18 months of each year of operations.
Ongoing Health Promotions	The Account Manager will work together with Client to ensure ongoing communications are managed proactively in order to provide timely and appropriate communications and health promotions and in collaboration with the Client's wellness initiatives, take advantage of other educational opportunities to provide a seamless, synergistic approach to messaging. The promotional outreach may occur in the form of lunch and learns, mailings, posters, etc. as appropriate for the specific initiative.
Strategic Planning	Working with each Client's unique business needs, the Account Manager will work together with Client's senior management to ensure that the goals of the health center, and the annual cycles (whether it be surveys,

	annual report-outs, etc.) are aligned with the client's strategic goals and objectives. The Account Manager will also communicate collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) to ensure existing resources are being leveraged.
Clinical Coverage Plan	MRS will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME); Salary/pay costs to be passed-through
Clinical Training Program	MRS will conduct on-going training for all health center staff. This includes continuing education on motivational interviewing and mindfulness, CME, training on new features within the electronic medical record, updates from the MRS clinical advisory team and guidelines for disease management from sources such as the CDC.

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**EXHIBIT A3  
COMMUNICATION SERVICES**

**COMMUNICATION SERVICES INCLUDED IN FIXED FEES**

**Implementation Communication Program (Pre-Launch Deliverables customized)**

- During the Implementation period, MRS shall provide the following standard implementation package:
  - Design and production of material will be done in collaboration with Client.
  - Printing costs, if applicable, will be passed-through

**Ongoing Communication Program (Customized for each Client by MRS)**

- After the Commencement date, MRS shall provide an Ongoing Communication Program as part of the MRS Services:
  - Health Promotions Catalog: Health promotion programs, both group and individual, including program materials (presentations, educational handouts, email promotions) as well as communication materials such as posters, postcards and website awareness.
  - Health Fair Coordination and Communication Assistance

The standard communication package includes all development, design and layout work.

**ADDITIONAL COMMUNICATION SERVICES BILLED AT ADDITIONAL COST**

MRS will create and design additional communications at Client's request. Production and printing costs, if applicable, will be passed-through after mutual agreement of specific designs and costs.

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**EXHIBIT A4  
REPORTING SERVICES**

**REPORTING SERVICES INCLUDED IN FIXED FEES**

MRS shall provide Client's management team with activity reports on medical and, if/when applicable occupational services, monthly client activity reports and annual reports on health center activity, population health status and return on investment projections (assumes all medical claims data provided as requested for data mining):

- Monthly utilization reports on number of employees, retirees and dependents for ancillary, medical and occupational type visits reported on a monthly basis
- Monthly client activity and trends report including visit volume (visits for acute care, occupational health to include workers' compensation, risk reduction and disease management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 or 10 code, prescriptions dispensed/written within health center
- Annual reports including:
  - Population stratification report identifying percent of the population screened, size and nature of high-risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
  - Year-end report identifying results of health center operations including health center volumes, patient engagement, overall improvement in population health status, customer satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
  - Custom reporting per year if selected by Client

All such reports and any underlying data shall be treated as confidential and handled in compliance with HIPAA and any other applicable privacy laws. MRS shall ensure that only authorized personnel have access to this information and that it is used solely for the purposes described in this Agreement.

**ADDITIONAL REPORTING SERVICES NOT INCLUDED IN FIXED FEES**

- Custom Analytic reporting beyond the scope above that requires special programming will be billed as Pass-Through Costs as approved by the Client and MHO

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## EXHIBIT B

### PAYMENT ARRANGEMENT

MRS shall invoice Client for the cost of all service-related expenses on a monthly basis.

Client agrees to pay for all initial start-up and set-up expenses, including but not limited to equipment, supplies, pharmaceutical and initial inventory.

Client will pay all fees described in this Exhibit in accordance with the Florida's Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. If Client disagrees with any MRS invoice, Client shall pay all undisputed invoiced amounts, notify MRS of the disputed amount and the reasons for which it is disputed, and MRS will segregate such disputed amounts from undisputed amounts until the matter is resolved. Items will not be billed if not necessary.

Fees for optional services:

Additional Services will be billed as agreed-upon costs

\*First-year Monthly Admin Fee: fee remains constant for full term of agreement (5) five years as mutually agreed-upon by all Parties. After the initial term of agreement, the Monthly Admin will increase 3% each renewable periods.

Payment Schedule:

Service fees and expenses are invoiced and payable as follows:

- Start-up Costs in single installment
- Set-up costs (equipment, furnishings, and medical supplies, etc.) will be invoiced at cost.
- Service Fees monthly (Monthly Administrative Fee, etc.) billed each month thereafter for term of the agreement.
- Payroll, equipment, medications, labs and supply expenses billed each month thereafter  
Additional services, billable travel cost and other unexpected costs incurred as a result of service modifications requested by client as incurred

Billed invoices to Client shall be payable within forty-five (45) days after receipt of a properly submitted invoice with all required supporting documentation, in accordance with the payment terms of this Agreement and Florida's Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

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## EXHIBIT C

### EXAMPLE FACILITY SET UP

#### MEDICAL SUPPLIES, EQUIPMENT AND INITIAL RX INVENTORY

Below is a list that illustrates items that may be required by the Medical Professional to deliver Medical Services in accordance with the Agreement. This list is not intended to be all-inclusive or exhaustive.

Exam tables/stools	Disinfectants
Small refrigerator	Waste cans
Lockable cabinet	Waste can liners
Gooseneck light	Gloves
Diag Set 3.5V Halogen/disposable covers	Suture supplies
Sundry jars	Glucose test supplies
Pillow/pillow covers (cloth and disposable)	Urinalysis supplies
Table paper	Strep testing supplies
Thermometer/disposable covers	Mono testing supplies
4 X 4's	Disposable gowns
Tongue depressors	Disposable drapes
Cotton balls	Thermometer (freezer)
Alcohol	3" Elastic bandage
Alcohol dispenser	Cold pack
Blood pressure cuffs	Emesis basins
Stethoscope	Medications/Injectables (by physician order)
Surgical tape	Lab supplies Tubes, requisitions, tourniquets)
Biohazard bags and Removal Service	Wall Posters, Charts
Biohazard stickers	Small desk and chair (if not provided by Employer)
"Allergic To" stickers	Needles
Sharps containers	Syringes

Computers, Fast Internet Connection, "4 in 1" Printer/Fax/Copier/Scanner	Trash removal, Clean-up, and General Maintenance
Fire Extinguisher	Initial Stock of medications and Key Pad entry for Pharmacy door

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## EXHIBIT D1

### BUSINESS ASSOCIATE AGREEMENT

**THIS CONTRACTOR BUSINESS ASSOCIATE AGREEMENT** (this “Agreement”) is made and entered into this 9<sup>th</sup> day of June, 2026 (the “Effective Date”), by and between **MEDICAL RISK SOLUTIONS, LLC dba MY HEALTH ONSITE** (“Contractor”), and **CITY OF NORTH PORT** (“Business Associate”). Business Associate and Contractor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. Business Associate furnishes services for Covered Entities involving the use or disclosure of protected health information (“PHI”) of the Covered Entity and has entered into a business associate agreement or business associate addendum (each, as amended from time to time, an “Upstream BAA”) with such Covered Entity.

B. Contractor has entered into an agreement for one or more Covered Entities serviced by Business Associate pursuant to which Contractor furnishes, or will furnish, certain services described therein involving the creation, receipt, maintenance or transmission of certain Health Information, some of which may constitute PHI of one or more of the Covered Entities.

C. Business Associate and Contractor intend to protect the privacy and provide for the security of Covered Entity PHI in compliance with the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164 (the “HIPAA Rules”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and applicable state laws and regulations to the extent that they are not preempted (“State Laws”).

D. The purpose of this Agreement is to satisfy certain standards and requirements of the HIPAA Rules relating to business associate agreements.

E. This Agreement is intended to supersede, as of the Effective Date, any prior business associate agreement between Business Associate and Contractor related to the Underlying Agreement or to any other agreement to furnish the Services to Business Associate.

**NOW THEREFORE**, in consideration of the premises and of the covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meanings (if any) given such terms in the applicable HIPAA Rules. A change to a HIPAA Rule which modifies any defined HIPAA Rule term, or which alters the regulatory citation for the definition, shall be deemed incorporated into this Agreement. Terms defined above shall have the meanings set forth above, except as otherwise provided in this Agreement.

(a) **“Business Day”** shall mean a day other than a Saturday, Sunday or legal

holiday under federal law.

(b) “**Covered Entity PHI**” shall mean (i) PHI created, received, maintained or transmitted by or on behalf of a Covered Entity, and (ii) PHI created, received, maintained or transmitted by Business Associate or Contractor (or any of their agents or Downstream Contractors) from or on behalf of a Covered Entity.

(c) “**Damages**” shall mean claims, losses, liabilities, costs, fines, penalties and other expenses (including, without limitation, reasonable attorneys’ fees).

(d) “**Data Aggregation**” shall have the meaning given such term in 45 CFR §164.501.

(e) “**Designated Record Set**” shall have the meaning given such term in 45 CFR §164.501.

(f) “**Discover**” and “**Discovery**” shall have the meanings given such terms in 45 CFR §164.410.

(g) “**Downstream Contractor**” shall mean a “Contractor” (as such term is defined in 45 CFR §160.103) that creates, receives, maintains or transmits Covered Entity PHI on behalf of Contractor.

(h) “**ePHI**” shall have the meaning given to the term “electronic protected health information” in 45 CFR §160.103.

(i) “**Health Information**” shall have the meaning given to such term in 45 CFR §160.103.

(j) “**Individual**” shall have the meaning given to such term in 45 CFR §160.103, and shall include, without limitation, a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(k) “**Notification Event**” shall have the meaning set forth in Section 2(k).

(l) “**Privacy Law**” shall mean any applicable law or regulation relating to the privacy, security or confidentiality of PHI, including, without limitation, the HIPAA Rules, HIPAA, the HITECH Act, and State Laws relating to the privacy, security or confidentiality of PHI or to breach notification.

(m) “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(n) “**Protected Health Information**” or “**PHI**” shall have the meaning given to such term in 45 CFR §160.103.

(o) “**Required By Law**” shall have the meaning given to such term in 45 CFR §164.103, and shall be subject to any additional requirements created under the HIPAA Rules.

(p) “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(q) “**Security Breach**” shall mean a “breach” as defined in 45 CFR §164.402 with respect to Unsecured PHI.

(r) “**Security Incident**” shall have the meaning given such term in 45 CFR §164.304.

(s) “**Security Rule**” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(t) “**Unsecured PHI**” shall have the meaning given such term in 45 CFR §164.402.

## 2. **Obligations and Activities of Contractor.**

(a) Contractor shall not use or disclose Covered Entity PHI other than as permitted or required by this Agreement or as Required By Law.

(b) Contractor shall use appropriate safeguards, and comply with the Security Rule with respect to ePHI, to prevent use or disclosure of Covered Entity PHI other than as provided for by this Agreement.

(c) Contractor shall comply with all laws, rules and regulations (including, without limitation, all Privacy Laws) relating to the use or disclosure of Covered Entity PHI.

(d) Contractor agrees to comply with and be subject to the same restrictions, conditions and requirements that apply to Business Associate with respect to Covered Entity PHI.

(e) In accordance with 45 CFR §164.308(b)(2) and 45 CFR §164.502(e)(1)(ii), contractor shall ensure that any Downstream Contractors agree to the same restrictions, conditions and requirements that apply to

(f) Contractor with respect to Covered Entity PHI. Such agreements shall be documented in writing in accordance with the HIPAA Rules.

(g) Contractor shall make available Covered Entity PHI maintained by Contractor in a Designated Record Set to the applicable Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR §164.524. Such information and access shall be provided by Contractor within five (5) Business Days of receiving a request from Business Associate. If Contractor receives from an Individual a request for access to PHI, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving the request.

(h) Contractor shall make available Covered Entity PHI for agreement and

incorporate any amendments to Covered Entity PHI in accordance with 45 CFR §164.526. If Contractor receives from an Individual a request to amend PHI, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving such request.

(i) Contractor shall maintain and make available to Business Associate such information required in order to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528. Such information shall be provided by Contractor within five (5) Business Days of receiving a request from Business Associate. If Contractor receives from an Individual a request for an accounting of disclosures, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving such request.

(j) To the extent, if any, that Contractor is to carry out one or more of a Covered Entity's or Business Associate's obligations under the Privacy Rule, Contractor shall comply with the requirements of the HIPAA Rules that apply to such Covered Entity and/or Business Associate, as applicable, in the performance of such obligations.

(k) Contractor shall make Contractor's internal practices, books and records available to the Secretary for purposes of determining compliance with the HIPAA Rules. From time to time upon reasonable notice and during business hours, Business Associate may inspect the relevant facilities, systems, books and records of Contractor to monitor compliance with this Agreement.

(l) Contractor agrees to implement effective systems for Discovery and prompt reporting to Business Associate of any Security Breach. Contractor shall notify Business Associate without unreasonable delay, and in no case later than five (5) Business Days after becoming aware of or otherwise Discovering, any of the following events ("Notification Events"): (i) any Security Incident relating to Covered Entity PHI, (ii) any use or disclosure of Covered Entity PHI that is not provided for by this Agreement, the Underlying Agreement or Required By Law, (iii) any Security Breach relating to Unsecured PHI, or (iv) any access, use or disclosure of Covered Entity PHI in violation of this Agreement, the Underlying Agreement or the Privacy Rule. Such notification shall include, at a minimum, the following, to the extent possible:

- The date and time of each Notification Event;
- The date each Notification Event was Discovered;
- Identification of the PHI accessed, used or disclosed;
- Identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used or disclosed
- Description of the Notification Event;
- Description of the mitigation steps taken to contain the Notification Event and an assessment of the level of compromise to PHI;
- Description of the plan to correct the compromises and to prevent reoccurrences of the Notification Event in the future;

- Such information as required in order to satisfy breach reporting obligations of Covered Entity, Business Associate or Contractor; and
- Such other information as Business Associate may reasonably request.

Contractor shall cooperate with Business Associate and Covered Entity to investigate the applicable Notification Event, mitigate or take corrective action to cure any Notification Events, and inform affected Individuals in compliance with applicable law, including, without limitation, Privacy Laws. Contractor shall be responsible for any and all costs associated with responding to and mitigating Notification Events that arise out of the acts or omissions of Contractor or any Downstream Contractor or of their officers, directors, employees, agents or contractors, or out of a breach of this Agreement by Contractor.

(m) If Contractor receives a subpoena, court or administrative order or other discovery request or mandate for release of Covered Entity PHI, Contractor shall immediately notify Business Associate, in writing, of the request, so that Business Associate and/or the applicable Covered Entity, as applicable, may seek a protective order or other appropriate remedy, and Contractor shall reasonably cooperate with Business Associate and/or the applicable Covered Entity, as applicable, should Business Associate and/or the applicable Covered Entity, as applicable, seek such protective order or other remedy. Contractor shall, to the extent possible, consult with Business Associate and the applicable Covered Entity prior to responding and shall advise Business Associate of how it intends to respond as soon as such determination is made.

### **3. Permitted Uses and Disclosures by Contractor.**

(a) Contractor may use or disclose Covered Entity PHI only (i) as necessary to perform the Services of Subcontractor in accordance with this underlying Agreement, (ii) as Required By Law, provided that Contractor promptly provides advance written notice to Business Associate of its intent to disclose PHI so that Business Associate and/or the applicable Covered Entity, as applicable, may seek a protective order or other appropriate remedy, and that Contractor shall cooperate fully with Business Associate and/or the applicable Covered Entity, as applicable, should Business Associate and/or the applicable Covered Entity, as applicable, seek such protective order or other remedy, (iii) to a Downstream Contractor in accordance with and subject to 45 CFR §164.308(b)(2), 45 CFR §164.502(e), or the terms of this underlying Agreement.

(b) Contractor may, to the extent (if any) reasonably necessary in order for Contractor to perform its Services pursuant to this Agreement, use PHI of Covered Entity to de-identify the information in accordance with 45 CFR §164.514(a)-(c), so that the Health Information (i) does not identify an Individual, and (ii) with respect to which there is no reasonable basis to believe the information can be used to identify an Individual.

(c) When using, disclosing or requesting Covered Entity PHI, Contractor shall make reasonable efforts to limit the use, disclosure or request of the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, and shall comply with the minimum necessary policies and procedures of the applicable Covered Entity. Contractor shall also comply with guidance as issued from time to time by the

Secretary on minimum necessary standards under the Privacy Rule and with applicable minimum necessary requirements under the HIPAA Rules.

(d) Contractor may, to the extent (if any) reasonably necessary in order for Contractor to perform its Services pursuant to the Underlying Agreement, use Covered Entity PHI to provide Data Aggregation services relating to the health care operations of Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(e) Contractor shall not use or disclose Covered Entity PHI in any manner that would violate the Privacy Rule or an Upstream BAA if done by Business Associate, except for the specific uses and disclosures set forth in subsection (a) of this Section.

(f) **Obligations of Business Associate to Provide Information.** Business Associate shall use reasonable efforts to notify Contractor of:

(g) any terms of Upstream BAAs, to the extent that such terms may affect Contractor's use or disclosure of Covered Entity PHI pursuant to this Addendum;

(h) any limitation(s) in the notice of privacy practices of any Covered Entity under 45 CFR §164.520, to the extent that such limitation is known to Business Associate and may affect Contractor's use or disclosure of Covered Entity PHI pursuant to this Agreement;

(i) any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes are known to Business Associate and may affect

(j) Contractor's use or disclosure of Covered Entity PHI pursuant to this Agreement; and

(k) any restriction on the use or disclosure of PHI that a Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction is known to Business Associate and may affect Contractor's use or disclosure of Covered Entity PHI.

#### 4. **Term and Termination.**

(a) The term of this Agreement shall be effective as of the Effective Date, and shall terminate on the earlier of: (i) termination of the Underlying Agreement, unless upon termination of the Agreement Contractor needs to access Covered Entity PHI in order to perform the Services pursuant to this Agreement, in which case termination of this Addendum pursuant to this subsection (a)(i) shall occur when Contractor no longer has any need to access Covered Entity PHI in order to perform the Services pursuant to this Agreement, (ii) termination as authorized in this Section 5 or in Section 7, or (iii) written notice by Business Associate to Contractor of the termination of the BAA.

(b) A breach or violation by Contractor of any material term of this Agreement shall constitute a breach and shall provide grounds for immediate termination of the Underlying Agreement by Business Associate, notwithstanding any terms of the

Underlying Agreement or any other agreement to the contrary. If Business Associate determines that

(c) Contractor has violated or breached a material term of this Agreement, Business Associate may:

- (1) Provide an opportunity for Contractor to cure the breach or end the violation within such time deemed appropriate by Business Associate in its sole discretion, and terminate this Agreement upon written notice to Contractor if Contractor does not cure the breach or end the violation within the time specified by Business Associate in its sole discretion; or
- (2) Terminate this Agreement upon written notice to Contractor.

(d) Upon termination of this Agreement for any reason, Contractor shall, with respect to Covered Entity PHI:

- (1) Return to Business Associate (or, if agreed to by Business Associate, destroy) all Covered Entity PHI that Contractor still maintains in any form, provided that if Contractor determines in good faith that returning or destroying Covered Entity PHI is infeasible, Contractor shall immediately provide to Business Associate notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible;
- (2) Continue to use appropriate safeguards and comply with the Security Rule with respect to ePHI to prevent use or disclosure of the ePHI, other than as provided for in this Section 5, for as long as Contractor retains the ePHI; and
- (3) Not use or disclose any Covered Entity PHI that is retained by Contractor, other than for the purposes for which such PHI was retained and subject to the terms of this Agreement.
- (4) Upon termination of this Agreement with respect to Covered Entity PHI of a particular Covered Entity, the terms of subsection (c) of this Section shall apply with respect to the Covered Entity PHI of such Covered Entity, notwithstanding that this Agreement may continue in effect with respect to Covered Entity PHI of other Covered Entities.

## 5. **Indemnification; Remedies.**

(a) Contractor shall indemnify, hold harmless and defend Business Associate and its officers, directors, managers, members, employees, and agents, from and against

any and all Damages incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any breach of this Agreement by Contractor, (ii) any negligent, willful or improper use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor, (iii) any violation of any Privacy Law by Contractor or any Downstream Contractor, or (iv) Notification Events that arise out of the acts or omissions of Contractor or any Downstream Contractor.

(b) Contractor acknowledges and stipulates that its unauthorized use or disclosure of Covered Entity PHI would cause irreparable harm to Covered Entity and Business Associate, and in such event, Business Associate shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain Damages and injunctive relief, together with the right to recover from Contractor costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of this Agreement or any such unauthorized use or disclosure.

(c) To the extent, if any, that Business Associate is obligated to indemnify, defend or hold harmless Contractor or any Downstream Contractor in the Underlying Agreement or in any other agreement to which Contractor and Business Associate are parties or are hereafter parties, such obligations shall not apply to any matter arising out of (i) Contractor's or any Downstream Contractor's breach of this Agreement or violation of any Privacy Law, or (ii) the use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor where such use or disclosure involved a breach of this Agreement or violation of any Privacy Law by Contractor or any Downstream Contractor.

(d) To the extent, if any, that Contractor has limited its liability, whether with a maximum recovery for damages or a disclaimer against any consequential, indirect or punitive damages, or other limitations (including, without limitation, caps on legal fees or other Damages) in the Underlying Agreement or in any other agreement to which Contractor and Business Associate are parties or are hereafter parties, such limitations shall exclude all Damages to Business Associate arising out of (i) Contractor's or any Downstream Contractor's breach of this Agreement or violation of any Privacy Law or (ii) the use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor.

6. **Agreement to Comply with Law.** The Parties hereby acknowledge that Privacy Laws relating to electronic data security and privacy are rapidly evolving and that amendment of the Underlying Agreement may be required to provide for different or additional procedures to ensure compliance with such developments. The Parties agree to cooperate in amending this Agreement from time to time as necessary for compliance with the requirements of the HIPAA Rules and any other Privacy Laws. Business Associate may terminate the Underlying Agreement upon written notice in the event Contractor fails or refuses to amend this Agreement as reasonably requested by Business Associate in order to comply with Privacy Laws.

7. **Effect on Agreement.** Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Agreement shall remain in full force and effect. This Addendum shall control to the extent of any inconsistency between this Addendum and the Agreement.

8. **Independent Contractors.** Contractor is retained by Business Associate as an independent contractor, and not as an agent. The provisions of this Agreement are intended to create any partnership, joint venture, agency or employment relationship between Business Associate and Contractor or between any Party and the employees, agents or independent contractors of the other Party. Business Associate shall neither have nor exercise any direction or control over the manner or methods by which Contractor performs the services under this Agreement.

9. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules and other Privacy Laws. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

10. **Regulatory References.** A reference in this Agreement to any section or subsection of any Privacy Law shall mean the section or subsection as in effect or as amended.

11. **Notification.** All notifications by Contractor required under this Agreement shall be in writing addressed to Business Associate at the address for notices to Business Associate as set forth in this Agreement (or, in the absence of any such address, at its principal place of business), and shall be in addition to (and not in lieu of) any notifications pursuant to the Agreement. All notifications by Business Associate required under this Agreement shall be in writing addressed to Subcontractor at the address for notices to Contractor as set forth in the Agreement (or, in the absence of any such address, at its principal place of business), and shall be in addition to (and not in lieu of) any notifications pursuant to this Agreement.

12. **Survival.** The obligations of Contractor and the rights of Business Associate under Sections 2, 3, 5(c) and (d), 6, 7 and 12 of this Agreement shall survive the termination of this Agreement.

[Signature page follows]

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the Effective Date.

**BUSINESS ASSOCIATE:  
CITY OF NORTH PORT**

**CONTRACTOR:  
MEDICAL RISK SOLUTIONS, LLC dba  
MY HEALTH ONSITE**

By: \_\_\_\_\_  
Print Name: A. Jerome Fletcher, MPA, ICMA-CM  
Title: City Manager

By:  \_\_\_\_\_  
Print Name: Brian Branham  
Title: Member

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## EXHIBIT D2

### BUSINESS ASSOCIATE AGREEMENT

**THIS CONTRACTOR BUSINESS ASSOCIATE AGREEMENT** (this “Agreement”) is made and entered into this 9<sup>th</sup> day of June, 2026 (the “Effective Date”), by and between **CITY OF NORTH PORT** (“Contractor”), and **MEDICAL RISK SOLUTIONS, LLC dba MY HEALTH ONSITE** (“Business Associate”). Business Associate and Contractor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

#### RECITALS

A. Business Associate furnishes services for Covered Entities involving the use or disclosure of protected health information (“PHI”) of the Covered Entity and has entered into a business associate agreement or business associate addendum (each, as amended from time to time, an “Upstream BAA”) with such Covered Entity.

B. Contractor has entered into an agreement for one or more Covered Entities serviced by Business Associate pursuant to which Contractor furnishes, or will furnish, certain services described therein involving the creation, receipt, maintenance, or transmission of certain Health Information, some of which may constitute PHI of one or more of the Covered Entities.

C. Business Associate and Contractor intend to protect the privacy and provide for the security of Covered Entity PHI in compliance with the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164 (the “HIPAA Rules”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and applicable state laws and regulations to the extent that they are not preempted (“State Laws”).

D. The purpose of this Agreement is to satisfy certain standards and requirements of the HIPAA Rules relating to business associate agreements.

E. This Agreement is intended to supersede, as of the Effective Date, any prior business associate agreement between Business Associate and Contractor related to the Underlying Agreement or to any other agreement to furnish the Services to Business Associate.

**NOW THEREFORE**, in consideration of the premises and of the covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

13. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meanings (if any) given such terms in the applicable HIPAA Rules. A change to a HIPAA Rule which modifies any defined HIPAA Rule term, or which alters the regulatory citation for the definition, shall be deemed incorporated into this Agreement. Terms defined above shall have the meanings set forth above, except as otherwise provided in this Agreement.

(a) **“Business Day”** shall mean a day other than a Saturday, Sunday or legal

holiday under federal law.

(b) **“Covered Entity PHI”** shall mean (i) PHI created, received, maintained or transmitted by or on behalf of a Covered Entity, and (ii) PHI created, received, maintained or transmitted by Business Associate or Contractor (or any of their agents or Downstream Contractors) from or on behalf of a Covered Entity.

(c) **“Damages”** shall mean claims, losses, liabilities, costs, fines, penalties and other expenses (including, without limitation, reasonable attorneys’ fees).

(d) **“Data Aggregation”** shall have the meaning given such term in 45 CFR §164.501.

(e) **“Designated Record Set”** shall have the meaning given such term in 45 CFR §164.501.

(f) **“Discover”** and **“Discovery”** shall have the meanings given such terms in 45 CFR §164.410.

(g) **“Downstream Contractor”** shall mean a “Contractor” (as such term is defined in 45 CFR §160.103) that creates, receives, maintains or transmits Covered Entity PHI on behalf of Contractor.

(h) **“ePHI”** shall have the meaning given to the term “electronic protected health information” in 45 CFR §160.103.

(i) **“Health Information”** shall have the meaning given to such term in 45 CFR §160.103.

(j) **“Individual”** shall have the meaning given to such term in 45 CFR §160.103, and shall include, without limitation, a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(k) **“Notification Event”** shall have the meaning set forth in Section 2(k).

(l) **“Privacy Law”** shall mean any applicable law or regulation relating to the privacy, security or confidentiality of PHI, including, without limitation, the HIPAA Rules, HIPAA, the HITECH Act, and State Laws relating to the privacy, security or confidentiality of PHI or to breach notification.

(m) **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(n) **“Protected Health Information”** or **“PHI”** shall have the meaning given to such term in 45 CFR §160.103.

(o) **“Required By Law”** shall have the meaning given to such term in 45 CFR §164.103, and shall be subject to any additional requirements created under the HIPAA Rules.

(p) “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(q) “**Security Breach**” shall mean a “breach” as defined in 45 CFR §164.402 with respect to Unsecured PHI.

(r) “**Security Incident**” shall have the meaning given such term in 45 CFR §164.304.

(s) “**Security Rule**” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(t) “**Unsecured PHI**” shall have the meaning given such term in 45 CFR §164.402.

14. **Obligations and Activities of Contractor.**

(a) Contractor shall not use or disclose Covered Entity PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Contractor shall use appropriate safeguards, and comply with the Security Rule with respect to ePHI, to prevent use or disclosure of Covered Entity PHI other than as provided for by this Agreement.

(c) Contractor shall comply with all laws, rules and regulations (including, without limitation, all Privacy Laws) relating to the use or disclosure of Covered Entity PHI.

(d) Contractor agrees to comply with and be subject to the same restrictions, conditions and requirements that apply to Business Associate with respect to Covered Entity PHI.

(e) In accordance with 45 CFR §164.308(b)(2) and 45 CFR §164.502(e)(1)(ii), contractor shall ensure that any Downstream Contractors agree to the same restrictions, conditions and requirements that apply to

(f) Contractor with respect to Covered Entity PHI. Such agreements shall be documented in writing in accordance with the HIPAA Rules.

(g) Contractor shall make available Covered Entity PHI maintained by Contractor in a Designated Record Set to the applicable Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR §164.524. Such information and access shall be provided by Contractor within five (5) Business Days of receiving a request from Business Associate. If Contractor receives from an Individual a request for access to PHI, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving the request.

(h) Contractor shall make available Covered Entity PHI for agreement and

incorporate any amendments to Covered Entity PHI in accordance with 45 CFR §164.526. If Contractor receives from an Individual a request to amend PHI, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving such request.

(i) Contractor shall maintain and make available to Business Associate such information required in order to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528. Such information shall be provided by Contractor within five (5) Business Days of receiving a request from Business Associate. If Contractor receives from an Individual a request for an accounting of disclosures, Contractor shall notify Business Associate, in writing, of such request as soon as practicable, and in no event more than two (2) Business Days after receiving such request.

(j) To the extent, if any, that Contractor is to carry out one or more of a Covered Entity's or Business Associate's obligations under the Privacy Rule, Contractor shall comply with the requirements of the HIPAA Rules that apply to such Covered Entity and/or Business Associate, as applicable, in the performance of such obligations.

(k) Contractor shall make Contractor's internal practices, books and records available to the Secretary for purposes of determining compliance with the HIPAA Rules. From time to time upon reasonable notice and during business hours, Business Associate may inspect the relevant facilities, systems, books and records of Contractor to monitor compliance with this Agreement.

(l) Contractor agrees to implement effective systems for Discovery and prompt reporting to Business Associate of any Security Breach. Contractor shall notify Business Associate without unreasonable delay, and in no case later than five (5) Business Days after becoming aware of or otherwise Discovering, any of the following events ("Notification Events"): (i) any Security Incident relating to Covered Entity PHI, (ii) any use or disclosure of Covered Entity PHI that is not provided for by this Agreement, the Underlying Agreement or Required By Law, (iii) any Security Breach relating to Unsecured PHI, or (iv) any access, use or disclosure of Covered Entity PHI in violation of this Agreement, the Underlying Agreement or the Privacy Rule. Such notification shall include, at a minimum, the following, to the extent possible:

- The date and time of each Notification Event;
- The date each Notification Event was Discovered;
- Identification of the PHI accessed, used or disclosed;
- Identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used or disclosed
- Description of the Notification Event;
- Description of the mitigation steps taken to contain the Notification Event and an assessment of the level of compromise to PHI;
- Description of the plan to correct the compromises and to prevent reoccurrences of the Notification Event in the future;

- Such information as required in order to satisfy breach reporting obligations of Covered Entity, Business Associate or Contractor; and
- Such other information as Business Associate may reasonably request.

Contractor shall cooperate with Business Associate and Covered Entity to investigate the applicable Notification Event, mitigate or take corrective action to cure any Notification Events, and inform affected Individuals in compliance with applicable law, including, without limitation, Privacy Laws. Contractor shall be responsible for any and all costs associated with responding to and mitigating Notification Events that arise out of the acts or omissions of Contractor or any Downstream Contractor or of their officers, directors, employees, agents or contractors, or out of a breach of this Agreement by Contractor.

(m) If Contractor receives a subpoena, court or administrative order or other discovery request or mandate for release of Covered Entity PHI, Contractor shall immediately notify Business Associate, in writing, of the request, so that Business Associate and/or the applicable Covered Entity, as applicable, may seek a protective order or other appropriate remedy, and Contractor shall reasonably cooperate with Business Associate and/or the applicable Covered Entity, as applicable, should Business Associate and/or the applicable Covered Entity, as applicable, seek such protective order or other remedy. Contractor shall, to the extent possible, consult with Business Associate and the applicable Covered Entity prior to responding and shall advise Business Associate of how it intends to respond as soon as such determination is made.

#### **15. Permitted Uses and Disclosures by Contractor.**

(a) Contractor may use or disclose Covered Entity PHI only (i) as necessary to perform the Services of Subcontractor in accordance with this underlying Agreement, (ii) as Required By Law, provided that Contractor promptly provides advance written notice to Business Associate of its intent to disclose PHI so that Business Associate and/or the applicable Covered Entity, as applicable, may seek a protective order or other appropriate remedy, and that Contractor shall cooperate fully with Business Associate and/or the applicable Covered Entity, as applicable, should Business Associate and/or the applicable Covered Entity, as applicable, seek such protective order or other remedy, (iii) to a Downstream Contractor in accordance with and subject to 45 CFR §164.308(b)(2), 45 CFR §164.502(e), or the terms of this underlying Agreement.

(b) Contractor may, to the extent (if any) reasonably necessary in order for Contractor to perform its Services pursuant to this Agreement, use PHI of Covered Entity to de-identify the information in accordance with 45 CFR §164.514(a)-(c), so that the Health Information (i) does not identify an Individual, and (ii) with respect to which there is no reasonable basis to believe the information can be used to identify an Individual.

(c) When using, disclosing or requesting Covered Entity PHI, Contractor shall make reasonable efforts to limit the use, disclosure or request of the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, and shall comply with the minimum necessary policies and procedures of the applicable Covered Entity. Contractor shall also comply with guidance as issued from time to time by the

Secretary on minimum necessary standards under the Privacy Rule and with applicable minimum necessary requirements under the HIPAA Rules.

(d) Contractor may, to the extent (if any) reasonably necessary in order for Contractor to perform its Services pursuant to the Underlying Agreement, use Covered Entity PHI to provide Data Aggregation services relating to the health care operations of Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(e) Contractor shall not use or disclose Covered Entity PHI in any manner that would violate the Privacy Rule or an Upstream BAA if done by Business Associate, except for the specific uses and disclosures set forth in subsection (a) of this Section.

(f) **Obligations of Business Associate to Provide Information.** Business Associate shall use reasonable efforts to notify Contractor of:

(g) any terms of Upstream BAAs, to the extent that such terms may affect Contractor's use or disclosure of Covered Entity PHI pursuant to this Addendum;

(h) any limitation(s) in the notice of privacy practices of any Covered Entity under 45 CFR §164.520, to the extent that such limitation is known to Business Associate and may affect Contractor's use or disclosure of Covered Entity PHI pursuant to this Agreement;

(i) any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes are known to Business Associate and may affect

(j) Contractor's use or disclosure of Covered Entity PHI pursuant to this Agreement; and

(k) any restriction on the use or disclosure of PHI that a Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction is known to Business Associate and may affect Contractor's use or disclosure of Covered Entity PHI.

16. **Term and Termination.**

(a) The term of this Agreement shall be effective as of the Effective Date, and shall terminate on the earlier of: (i) termination of the Underlying Agreement, unless upon termination of the Agreement Contractor needs to access Covered Entity PHI in order to perform the Services pursuant to this Agreement, in which case termination of this Addendum pursuant to this subsection (a)(i) shall occur when Contractor no longer has any need to access Covered Entity PHI in order to perform the Services pursuant to this Agreement, (ii) termination as authorized in this Section 5 or in Section 7, or (iii) written notice by Business Associate to Contractor of the termination of the BAA.

(b) A breach or violation by Contractor of any material term of this Agreement shall constitute a breach and shall provide grounds for immediate termination of the Underlying Agreement by Business Associate, notwithstanding any terms of the

Underlying Agreement or any other agreement to the contrary. If Business Associate determines that

(c) Contractor has violated or breached a material term of this Agreement, Business Associate may:

- (1) Provide an opportunity for Contractor to cure the breach or end the violation within such time deemed appropriate by Business Associate in its sole discretion, and terminate this Agreement upon written notice to Contractor if Contractor does not cure the breach or end the violation within the time specified by Business Associate in its sole discretion; or
- (2) Terminate this Agreement upon written notice to Contractor.

(d) Upon termination of this Agreement for any reason, Contractor shall, with respect to Covered Entity PHI:

- (1) Return to Business Associate (or, if agreed to by Business Associate, destroy) all Covered Entity PHI that Contractor still maintains in any form, provided that if Contractor determines in good faith that returning or destroying Covered Entity PHI is infeasible, Contractor shall immediately provide to Business Associate notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible;
- (2) Continue to use appropriate safeguards and comply with the Security Rule with respect to ePHI to prevent use or disclosure of the ePHI, other than as provided for in this Section 5, for as long as Contractor retains the ePHI; and
- (3) Not use or disclose any Covered Entity PHI that is retained by Contractor, other than for the purposes for which such PHI was retained and subject to the terms of this Agreement.
- (4) Upon termination of this Agreement with respect to Covered Entity PHI of a particular Covered Entity, the terms of subsection (c) of this Section shall apply with respect to the Covered Entity PHI of such Covered Entity, notwithstanding that this Agreement may continue in effect with respect to Covered Entity PHI of other Covered Entities.

17. **Indemnification; Remedies.**

(a) Contractor shall indemnify, hold harmless and defend Business Associate and its officers, directors, managers, members, employees, and agents, from and against

any and all Damages incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any breach of this Agreement by Contractor, (ii) any negligent, willful or improper use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor, (iii) any violation of any Privacy Law by Contractor or any Downstream Contractor, or (iv) Notification Events that arise out of the acts or omissions of Contractor or any Downstream Contractor.

(b) Contractor acknowledges and stipulates that its unauthorized use or disclosure of Covered Entity PHI would cause irreparable harm to Covered Entity and Business Associate, and in such event, Business Associate shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain Damages and injunctive relief, together with the right to recover from Contractor costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of this Agreement or any such unauthorized use or disclosure.

(c) To the extent, if any, that Business Associate is obligated to indemnify, defend or hold harmless Contractor or any Downstream Contractor in the Underlying Agreement or in any other agreement to which Contractor and Business Associate are parties or are hereafter parties, such obligations shall not apply to any matter arising out of (i) Contractor's or any Downstream Contractor's breach of this Agreement or violation of any Privacy Law, or (ii) the use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor where such use or disclosure involved a breach of this Agreement or violation of any Privacy Law by Contractor or any Downstream Contractor.

(d) To the extent, if any, that Contractor has limited its liability, whether with a maximum recovery for damages or a disclaimer against any consequential, indirect or punitive damages, or other limitations (including, without limitation, caps on legal fees or other Damages) in the Underlying Agreement or in any other agreement to which Contractor and Business Associate are parties or are hereafter parties, such limitations shall exclude all Damages to Business Associate arising out of (i) Contractor's or any Downstream Contractor's breach of this Agreement or violation of any Privacy Law or (ii) the use or disclosure of Covered Entity PHI by Contractor or any Downstream Contractor.

18. **Agreement to Comply with Law.** The Parties hereby acknowledge that Privacy Laws relating to electronic data security and privacy are rapidly evolving and that amendment of the Underlying Agreement may be required to provide for different or additional procedures to ensure compliance with such developments. The Parties agree to cooperate in amending this Agreement from time to time as necessary for compliance with the requirements of the HIPAA Rules and any other Privacy Laws. Business Associate may terminate the Underlying Agreement upon written notice in the event Contractor fails or refuses to amend this Agreement as reasonably requested by Business Associate in order to comply with Privacy Laws.

19. **Effect on Agreement.** Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Agreement shall remain in full force and effect. This Addendum shall control to the extent of any inconsistency between this Addendum and the Agreement.

20. **Independent Contractors.** Contractor is retained by Business Associate as an independent contractor, and not as an agent. The provisions of this Agreement are intended to create any partnership, joint venture, agency or employment relationship between Business Associate and Contractor or between any Party and the employees, agents or independent contractors of the other Party. Business Associate shall neither have nor exercise any direction or control over the manner or methods by which Contractor performs the services under this Agreement.

21. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules and other Privacy Laws. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

22. **Regulatory References.** A reference in this Agreement to any section or subsection of any Privacy Law shall mean the section or subsection as in effect or as amended.

23. **Notification.** All notifications by Contractor required under this Agreement shall be in writing addressed to Business Associate at the address for notices to Business Associate as set forth in this Agreement (or, in the absence of any such address, at its principal place of business), and shall be in addition to (and not in lieu of) any notifications pursuant to the Agreement. All notifications by Business Associate required under this Agreement shall be in writing addressed to Subcontractor at the address for notices to Contractor as set forth in the Agreement (or, in the absence of any such address, at its principal place of business), and shall be in addition to (and not in lieu of) any notifications pursuant to this Agreement.

24. **Survival.** The obligations of Contractor and the rights of Business Associate under Sections 2, 3, 5(c) and (d), 6, 7 and 12 of this Agreement shall survive the termination of this Agreement.

[Signature page follows]

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the Effective Date.

**BUSINESS ASSOCIATE:**  
**MEDICAL RISK SOLUTIONS, LLC dba**  
**MY HEALTH ONSITE**

**CONTRACTOR:**  
**CITY OF NORTH PORT**

By:   
Print Name: Brian Branham  
Title: Member

By: \_\_\_\_\_  
Print Name: A. Jerome Fletcher, MPA, ICMA-CM  
Title: City Manager

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## EXHIBIT E1

### **Nondisclosure and Confidentiality Agreement**

This Nondisclosure Confidentiality Agreement (the "Agreement") is entered into by and between **City of North Port**, with its principal offices at **4970 City Hall Blvd., North Port, FL 34286** ("Disclosing Party") and **Medical Risk Solutions, LLC, dba My Health Onsite** located at **2710 Rew Circle, Suite 200, Ocoee, FL 34761** ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.

3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the management an Employee Health Center for the **City of North Port** and its employees, retirees and dependents by the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its

possession pertaining to Confidential Information immediately upon termination of this Agreement if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**Disclosing Party – CITY OF NORTH PORT**

\_\_\_\_\_ (Signature)

A. Jerome Fletcher, MPA, ICMA-CM (Typed or Printed Name)

Date: \_\_\_\_\_

**Receiving Party - Medical Risk Solutions, LLC dba My Health Onsite**



\_\_\_\_\_ (Signature)

Brian Branham (Typed or Printed Name)

Date: 5/21/2024

## EXHIBIT E2

### Nondisclosure and Confidentiality Agreement

This Nondisclosure Confidentiality Agreement (the "Agreement") is entered into by and between **Medical Risk Solutions, LLC, dba My Health Onsite** located at **2710 Rew Circle, Suite 200, Ocoee, FL 34761** ("Disclosing Party") and **City of North Port**, with its principal offices at **4970 City Hall Blvd., North Port, FL 34286** ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order..

3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the management an Employee Health Center for the **City of North Port** and its employees, retirees and dependents by the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written,

printed, or tangible materials in its possession pertaining to Confidential Information immediately upon termination of this Agreement if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**Disclosing Party - Medical Risk Solutions, LLC dba My Health Onsite**

 \_\_\_\_\_ (Signature)

Brian Branham (Typed or Printed Name)

Date: 5/21/2026

**Receiving Party – CITY OF NORTH PORT**

\_\_\_\_\_ (Signature)

A. Jerome Fletcher, MPA, ICMA-CM (Typed or Printed Name)

Date: \_\_\_\_\_