

Reg # 364967

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business. QR Fit Trail, LLC Merrifield, VA United States

Certificate Number: 2017-282630

Date Filed: 11/10/2017

Date Acknowledged:

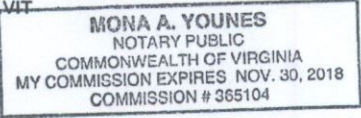
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Hidalgo County Human Services

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 361226 Fitness Trail Signage

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), Nature of interest (Controlling, Intermediary). Row 1: Salinas, Ricardo; Edinburg, TX United States; Controlling: , Intermediary: X.

5 Check only if there is NO Interested Party. []

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of Kurt L Kohls, Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kurt L Kohls, this the 19 day of December 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath: [Signature] Printed name of officer administering oath: Mona Younes Title of officer administering oath: Notary /FCM

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2017-282630

Date Filed:
11/10/2017

Date Acknowledged:
01/18/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
QR Fit Trail, LLC
Merrifield, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Human Services

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
361226
Fitness Trail Signage

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Salinas, Ricardo	Edinburg, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Ref# 364967

QR FIT TRAIL

Fitness on your phone

SALES AGREEMENT

This Sales Agreement ("Agreement") is entered into by and between QR FIT Trail ("Company") and Hidalgo County Human Services, as signed below ("Customer").

1. Sale of Equipment. Customer hereby agrees to purchase from Company the equipment (the "Equipment") set forth on the attached Purchase Order. Customer shall own the Equipment upon purchase.

2. Price. The price and time for payment for the Equipment is as set forth on the attached Purchase Order. Sales are made on an annual subscription basis (\$200/year), and all fees are due at the beginning of the annual period. Upon payment of the annual subscription fee, Customer will have access to periodically-refreshed video footage and quarterly usage reports. *Any amounts payable by Customer hereunder which remain unpaid after the due date shall be subject to a late charge equal to 10% of the purchase price per month from the due date until such amount is paid.*

3. Delivery. Company shall use its reasonable efforts to deliver the Equipment to Customer on the delivery date set forth on the Purchase Order. Delivery shall be made F.O.B. at the desire location. If the delivery is not made within 30 days of the scheduled delivery date, other than because of the fault of Customer or by *force majeure* (as set forth in Section 9(l)), Customer may cancel its purchase of the Equipment. All transportation, shipping and handling charges shall be paid by Customer. Customer bears all risk of loss or damage to the Equipment after delivery to the transportation shipping point.

4. Design and Installation of the Equipment. Customer is responsible for reviewing and approval of the final visual layout of the Equipment before production, and any costs relating to changes requested by Customer to be made to the final design after production will be born solely by Customer. Customer shall be exclusively responsible for installation of the Equipment. Customer shall install the Equipment in a reasonably competent manner. Customer shall comply with all applicable rules, laws, and regulations in connection with installation of the Equipment. Company shall not be responsible for damage done to the Equipment caused by installation by the Customer, or for any violation of rules, laws or regulations by Customer relating to installation.

5. Infringement Indemnity. Company will defend and indemnify Customer against a claim that the Equipment infringes a United States copyright or patent, provided that: (a) Customer notifies Company in writing within 30 days of the claim; (b) Company has sole control of the defense and all related settlement negotiations; and (c) Customer provides Company with the assistance, information and authority necessary to perform Company's obligations under this Section. Reasonable out-of-pocket expenses incurred by Customer in providing such assistance will be reimbursed by Company. Company shall have no liability for any claim of infringement based on use of Equipment altered by Customer. In the event the Equipment is held or is believed by Company to infringe, Company shall have the option, at its expense, to (a) modify the Equipment to be non-infringing; (b) obtain for Customer a license to continue using the Equipment; or (c) refund the fees paid for the Equipment. Customer explicitly agrees that this Section 5 states Company's entire liability and Customer's exclusive remedy for infringement, misappropriation or related claims.

6. Disclaimers and Warranty. (a) Company warrants to the original purchaser of Equipment that for the Warranty Period (as defined below), the Equipment will be free from material defects in materials and workmanship. The foregoing warranty is subject to the proper installation, operation and maintenance of the Equipment in accordance with installation instructions and the operating manual supplied to Customer, as noted in Section 4. Warranty claims must be made by Customer in writing within sixty (60) days of the manifestation of a problem. Company also warrants that, if Company ceases operations or goes out of business, videos will be available for five (5) years after the date operations have ceased. (b) Company warranties Equipment that has not been tampered with by third parties for 60 days from the date of delivery. Company will provide replacement Equipment upon request and upon receipt of the damaged Equipment for a cost to Customer of \$100.00 per sign, and will resurface damaged Equipment upon request and upon receipt of the damaged Equipment for a cost to Customer of \$50.00. (c) Excluded from the warranty are problems due to accidents, misuse, misapplication, storage damage, negligence, or modification to the Equipment or its components. (d) Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Equipment except as set forth herein. (e) THE INDEMNITY IN SECTION 5 AND WARRANTY IN SECTION 6(a) ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER INDEMNITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Nondisclosure. By virtue of this Agreement, Customer may have access to information that is confidential to Company ("Confidential Information"). Confidential Information shall include, but not be limited to, the terms and pricing under this Agreement, the technical and other specifications for the Equipment and all information identified as confidential in the sole and exclusive discretion of the Company. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of Customer; (b) was in the Customer's lawful possession prior to the disclosure and had not been obtained by Customer either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the Customer by a third party without restriction on disclosure; or (d) is independently developed by Customer. Customer agrees to hold Confidential Information in confidence during the term of this Agreement and for a period of five years after termination of this Agreement. Customer agrees that unless required by law, it shall not make Confidential Information available in any form to any third party or to use Confidential Information for any purpose other than the implementation of this Agreement. Customer agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, representatives or agents in violation of the terms of this Agreement unless otherwise provided by law.

8. Limitation of Liability. Customer shall indemnify and hold harmless the Company, its parent, subsidiaries, affiliates, successors, assigns, employees, officers, directors, agents, or subcontractors from and against any and all suits, claims,

QR FIT TRAIL

Fitness on your phone

losses, forfeitures, demands, fees, damages, liabilities, costs, expenses, obligations, proceedings, or injuries, of any kind or nature, including reasonable attorney's fees which that Party may hereafter incur, become responsible for, or pay out as a result of injuries of any kind sustained by ultimate users of the equipment to the extent permitted under the Constitution and laws of the Texas. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN COMPANY AND CUSTOMER. COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

9. Termination. This Agreement is terminable at any time by Customer. No pro-rata or other refunds will be made upon termination. If Customer terminates the Agreement and/or fails to pay the annual subscription fee, Customer shall have access only to archived video footage (and not periodically refreshed video footage) and shall not be provided with quarterly usage reports.

10. Miscellaneous. (a) This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the Commonwealth of Virginia (exclusive of conflict of laws principles). (b) All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail or by fax to the address listed below. (c) Prices for Equipment specified herein are exclusive of all city, state and federal taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Customer agrees to pay such taxes directly or to reimburse Company for all such taxes, whether imposed on Customer required to be collected by Company, or imposed on Equipment or on Customer in connection with this sale. Wherever applicable, such tax or taxes shall be added to the invoice as a separate charge on invoiced separately. Customer agrees to pay all personal property taxes that may be levied against Equipment after the date of delivery. (d) To secure payment and performance of all Customer's obligations hereunder, Company hereby retains title to equipment and a security interest therein until payment in full and performance by Customer of all said obligations. When requested by Company, Customer shall duly acknowledge this Agreement, and execute, acknowledge and deliver to Customer, in Company's usual form, a supplement hereto, security agreement, financing statement and other appropriate instruments to constitute Equipment as the unencumbered security for the obligations of Customer hereunder, or to enable Company to comply with all applicable filing or recording laws. (e) In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force. (f) The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. (g) Company is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or

agency relationship between the parties. (h) This Agreement constitutes the complete agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like, written or oral. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement shall supersede the terms in any Customer purchase order or other ordering document, if any. (i) In any proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred. (j) This Agreement shall be construed as to its fair meaning and not strictly for or against either party. (k) Company shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, or other events beyond Company's reasonable control. (l) No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action arose, or in the case of non-payment, more than two years from the date of last payment. (m) This Agreement is not assignable, directly or indirectly, by Customer. (n) This Agreement may be executed in counterparts and by scanning and exchange via electronic mail.

FOR COMPANY:

By: Jay Levesque/Kurt Kohls
Title: Co-founders, QR F.I.T. Trail LLC
Address: P.O. Box 3778, Merrifield, VA 22116
Phone: 571.259.4104/571.499.1145
Email: jay.levesque@qrfittrail.com

FOR CUSTOMER:

By: Ramon Garcia
Title: Hidalgo County Judge
Address: 100 East Cano
City, ST, Zip: Edinburg, Texas 78539
Phone: 956-318-2600
Email: ramon.garcia@co.hidalgo.tx.us

Signature: _____

Ref# 364907

QR FIT TRAIL

Fitness on your phone

QUOTE

QR F.I.T. Trail, LLC
Fitness on Your Phone!

P.O. Box 3778
Merrifield, VA 22116-3778
Phone: 571-259-4104 or 571-499-1145

DATE: 1/18/2018
INVOICE #
FOR: Dynamic Trail; Hidalgo County Human Services

Reference Invoice #
Tax Exempt Id#

Bill To:
Hidalgo County Human Services
Address: 1304 S. 25th Ave.
City, State, Zip: Edinburg, Texas 78542
Contact: Rick Salinas
Phone: 956-318-2011 ext. 7371 Fax

Delivery Shall be Made to:
Hidalgo County Human Services; ATTN: Rick Salinas
1304 S. 25th Ave.
Edinburg, Texas 78542

DESCRIPTION	AMOUNT
QR Fit Trail Dynamic System – 5 DiBond, UV protected, and anti-graffiti laminated station signs with 4 exercise QR Codes and 1 content QR Code on each (signs are 18"X18" each) 1 DiBond, UV protected, and anti-graffiti laminated Welcome sign with 1 exercise QR Code and 1 content QR Code (sign is 18"X18") 60+ exercise video presentations for SmartPhones Videos changed out monthly at stations 1 year of quarterly usage reports provided from the date of installation	\$4,495.00
Customized Hidalgo County Human Services logo placed on all 6 signs	Included
VA Sales Tax	Exempt
Shipping	\$40.00
** \$200.00 annual fee from date of delivery required to keep videos active and quarterly reports tracked **	
TOTAL	\$4,535.00

Terms of Payment: Thank you for your business. We do expect payment within 21 days of receipt of materials, so please process this invoice within that time. Any amounts payable by Customer hereunder which remain unpaid after the due date shall be subject to a late charge equal to 10% per month from the due date until such amount is paid. Make all checks payable to **QR F.I.T. Trail, LLC.**

Inquiries: If you have any questions concerning this invoice, please contact:
Kurt Kohls, 571-499-1145, kurt.kohls@qrfittrail.com or Jay Levesque, 571-259-4104, jay.levesque@qrfittrail.com

Key # 304967

Subject: FW: FW: Request for Review - QR Fit Sales Agreement - Health Dept.
From: "Ricardo Salinas" <ricardo.salinas@hchd.org>
Date: 11/1/2017 3:51 PM
To: "Josie Escalante" <josie.escalante@hchd.org>

Josie,

Below please find the "ok" from legal for QR Fit Trail.

Rick

From: Josephine Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, November 01, 2017 3:51 PM
To: Ricardo Salinas
Subject: Re: FW: Request for Review - QR Fit Sales Agreement - Health Dept.

Looks good.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

Ref # 304967

On Wed, Nov 1, 2017 at 3:00 PM, Ricardo Salinas <ricardo.salinas@hchd.org> wrote:
Josephine,

Good afternoon. I hope all is well. Attached please find the final sales agreement with changes that you requested. Could you review it one more time and make sure that it's correct? Thank you in advance.

Rick

From: Josephine Ramirez [<mailto:josephine.ramirez@da.co.hidalgo.tx.us>]
Sent: Tuesday, October 10, 2017 2:40 PM
To: Ricardo Salinas
Subject: Re: FW: Request for Review - QR Fit Sales Agreement - Health Dept.

Rick,

I made a mistake on the language. I see that they changed it ...but on paragraph 8 it should read the Constitution and Laws of the State of Texas. Otherwise, you're good to go.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

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(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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Req# 364967

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On Tue, Oct 10, 2017 at 9:10 AM, Ricardo Salinas <ricardo.salinas@hchd.org> wrote:
Josie,

Good morning. I hope all is well. Can you read the email below and direct me on what to do on this contract?

Rick

From: Kurt Kohls [<mailto:kurt.kohls@qrfittrail.com>]
Sent: Tuesday, October 03, 2017 7:19 PM
To: Ricardo Salinas
Cc: Jay Levesque
Subject: RE: Request for Review - QR Fit Sales Agreement - Health Dept.

Rick-

I have spoken with our attorney regarding the changes to the contract that you all are requesting. I have changed the wording for Paragraph 7 and Paragraph 8 to the wording suggested. For the changes proposed in Paragraph 10, we'd like to ask for the venue to remain silent, and in the event any case is ever brought forward, whomever brings the case forward may choose the venue. We are a small company, and having everything based in Texas would be extremely expensive for us to be represented, thus effectively giving us no recourse. I have attached an updated version. Would this work for you all?

Thanks!

Kurt

Kurt Kohls
Co-Founder QR F.I.T. Trail
(c) 571.499.1145
www.qrfittrail.com
"Fitness On Your Phone"





Fitness on your phone | qrfittrail.com

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From: Ricardo Salinas [<mailto:ricardo.salinas@hchd.org>]
Sent: Monday, October 02, 2017 9:10 AM
To: Kurt Kohls <kurt.kohls@qrfittrail.com>
Subject: FW: Request for Review - QR Fit Sales Agreement - Health Dept.

Kurt,

Good morning. I hope all is well. Thank you for notice. Below are the changes that are legal team would like to be see on the sales agreement.

Rick

From: Josephine Ramirez [<mailto:josephine.ramirez@da.co.hidalgo.tx.us>]
Sent: Friday, September 29, 2017 4:12 PM
To: Mike Escaname
Cc: eddie.olivarez@hchd.org; ricardo.salinas@hchd.org
Subject: Re: Request for Review - QR Fit Sales Agreement - Health Dept.

Mike

I have reviewed the attached sales agreement and I have a few concerns:

Paragraph 7. Nondisclosure - requires confidentiality of the agreement, terms, rates, etc. I would recommend adding the following language at the end of the paragraph..."unless otherwise provided by law." The County may be required to disclose this agreement under the Public Information Act or by other law

Paragraph 8 Indemnification - requires the County to defend and indemnify the vendor. I am recommending including the following language..."to the extent permitted under the Constitution and laws of the United States."

Paragraph 10 Miscellaneous - requires that any disputes over this agreement are governed by Virginia law. Mandatory venue for Hidalgo County is in Texas.

Let me know if you need any further assistance.

Reg# 361967

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

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On Fri, Sep 29, 2017 at 10:04 AM, Mike Escaname <miguel.escaname@hchd.org> wrote:
Hello Josephine:

I'd appreciate if you can review the attached sales agreement and advise if it's acceptable. The agreement is to procure items in support of one of our grants.

After your review, if approved, we plan to present it to Commissioner's Court for approval.

Thanks,

Mike Escaname
Chief Financial Officer
Hidalgo County Health & Human Services Department

Req 364867

1304 S. 25th Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

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