



ADVENTHEALTH HEALTHY FUTURES PROGRAM AGREEMENT

This *AdventHealth Healthy Futures Program Agreement* (“Agreement”) is entered on _____, 2021, by and among the Flagler County Education Foundation, School Board of Flagler County, Florida (“School Board”), a political subdivision of the State of Florida, and Memorial Health Systems, Inc. d/b/a AdventHealth Palm Coast, a Florida not-for-profit corporation (collectively “AdventHealth”).

RECITALS

WHEREAS, AdventHealth owns and operates an acute care hospital in Flagler County along with physician offices and outpatient healthcare facilities;

WHEREAS, the School Board currently operates 10 schools with a total enrollment exceeding 13,000 students and is the largest employer in Flagler County with approximately 1,676 employees;

WHEREAS, the Flagler County Education Foundation generates financial support and community awareness to enhance educational programs that benefit students, families and teachers in Flagler County Schools;

WHEREAS, the School Board’s leadership supports a strong emphasis on creating career and technical education opportunities for its students, including healthcare;

WHEREAS, AdventHealth is committed to supporting public education and embraces the School Board’s efforts to prepare students for successful careers in healthcare fields;

WHEREAS, the School Board, the Flagler County Education Foundation and AdventHealth believe in a collaborative philosophy based on working together to reach a common goal; utilizing each other’s unique abilities and services; forging a deeper relationship between themselves to innovate, accelerate change and inspire the Flagler County community; uniting together to make a difference and extending their relationship as partners beyond the simple provision of financial support to each other;

WHEREAS, the School Board embraces AdventHealth as its exclusive partner in providing medical and healthcare education and support to its over 13,000 students as set forth in this Agreement;

WHEREAS, the School Board, like all school districts in the state of Florida, experiences behavioral health challenges affecting 1,400 students annually;

WHEREAS, it is well established that a student's likelihood for academic success is directly correlated to mental health;

WHEREAS, suicide is the tenth leading cause of death in the United States, with Flagler County ranking 24th in the State of Florida for death by suicide;

WHEREAS, AdventHealth relishes the opportunity to help the School Board address behavioral health for the benefit of the parents, students, and community abroad;

WHEREAS, AdventHealth endeavors to benefit the School Board by providing complementary athlete care, assisting with the management of the student athlete's health to include improved protocols, providing network of providers, facilitating access to clinicians and specialists as needed, educating and training school athletic trainers and coaches, and assisting the School Board in its efforts to reduce and better manage the injuries of student athletes;

WHEREAS, concussion management is important, not only in diagnosing a concussion, but in obtaining the proper treatment necessary to allow the athlete to return to competition. Baseline testing on cognitive and memory functions of the brain is a tool that will enhance care for a concussed athlete;

WHEREAS, sudden cardiac arrest is the leading cause of death in student athletes. 1 in 300 student athletes have an abnormal heart rhythm, which could be detected through an electrocardiogram screening;

WHEREAS, exertional heat illness is a leading cause of death in student athletes and is treatable and survivable with proper management through rapid cold-water immersion. Modifications of dangerous environment conditions can be made with the guidance of a Wet Bulb Globe Thermometer, lowering the risk of illness;

WHEREAS, AdventHealth believes that a commitment to inspiring and educating future healthcare innovators, caregivers and leaders will help ensure that our community continues to have comprehensive, convenient, and expedited healthcare into the future; and

WHEREAS, the School Board and AdventHealth believe that developing learning communities that focus on career readiness, providing students with access and exposure to professionals established in medical careers, will advance the School Board's school-based health care Classroom to Career Programs.

The parties agree to the following:

1. Incorporation of Recitals. The Recitals set forth in the wherefore clauses above are incorporated by reference herein as if set forth in their entirety and are material terms, conditions, and consideration for the execution of this Agreement.
2. Purpose. The parties enter this exclusive Agreement whereby AdventHealth will be the Official Healthcare Champion (as defined in Section 6) of the School Board, with special emphasis on healthcare related academic academies and Classroom to Career Programs at Flagler Schools (identified on Exhibit D) which are currently, or may later be, established during the term of this Agreement. AdventHealth shall be the exclusive healthcare sponsor of student education and student wellness of the School Board for all purposes and on all levels, including but not limited to sponsorships of healthcare for students and student athletes wellness and safety at the Schools; and healthcare academic programs at the Schools; all as more fully described in Section 6 below.
3. Name of Program. (Trade Secret) The program established by the Agreement shall be referred to as the “AdventHealth Healthy Futures Program of Flagler County Schools” (“Program”), or as otherwise determined by AdventHealth.
4. Authority. The parties enter this Agreement pursuant to policies 832, 904 and 905 of the School Board.
5. Term. The term of this Agreement shall be for a period of three (3) years commencing on July 1, 2021, and expiring on June 30, 2024, except as otherwise provided herein. AdventHealth shall have the exclusive right of first refusal to renew this exclusive Agreement for one additional two (2) year term on the same terms and conditions by giving written notice to the School Board not later than January 1, 2024.
6. Relationship; Exclusivity. As stated in Section 2 above, AdventHealth is designated as the School Board’s “Official Healthcare Champion” (or such other designation mutually agreed by the Parties) at all 10 schools presently and directly operated by School Board within the boundaries of Flagler County, Florida and any additional schools constructed and opened during the term of this Agreement. AdventHealth shall have exclusive naming rights, marketing and health care related sponsorship rights in Flagler Schools. The School Board shall not authorize any other Health Care Provider (as defined below) to use any School Board marks or otherwise jointly promote or sponsor School Board or its schools or programs during the Term; and it shall not depict or allow AdventHealth, or any AdventHealth Materials or AdventHealth trademarks, logos and other identifying marks, to be depicted in a manner that is inconsistent with instructions provided by AdventHealth or in a manner, nor engage in any activities, that could reasonably be perceived as negative, derogatory or detrimental to the brands, name, reputation or trademarks of AdventHealth. For purposes of this Section 6, the term “Health Care Provider” shall mean an institution or system or person, or conglomeration thereof, which provides, either in-person or remotely, healthcare services related to the treatment or diagnosis of medical conditions, including but not limited to hospital services, services related to imaging (e.g. x-rays, magnetic resonance imaging, sonograms), rehabilitation, urgent care, professional medical

services (i.e. physician services), or other healthcare services. Nothing in this Agreement shall interfere with any existing or future contracts with health insurance providers for the benefit of employees or arrangements for health care services, however, AdventHealth will have the opportunity to respond to any RFP issued by the School District related to employee health benefits or other arrangement for health care services, should the opportunity become available.

Notwithstanding the foregoing, nothing contained in this Agreement shall require School Board to refer or recommend to, or order any goods or services from, AdventHealth. The Parties enter this Agreement with the intent of conducting their relationship in full compliance with all applicable State, local and federal law including but not limited to the Medicare/Medicaid and State Fraud and Abuse Laws, anti-kickback, and self-referral laws. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself in a manner to constitute a violation of any laws or implementing regulations.

7. Rights and Obligations of Parties.

A. *Behavioral Health Solutions (Trade Secret).*

- (1) AdventHealth, in conjunction with the School Board, agrees to assist School Board's pursuit and development of innovative solutions to the School Board's attention to behavioral health, with a focus on suicide prevention, in accordance with such plans as mutually agreed by the parties from time to time.
- (2) As part of the model moving forward, AdventHealth will provide financial support as described in Section 8 for nontraditional solutions to assist the School Board in addressing behavioral health needs at the Schools.
- (3) AdventHealth will provide mutually agreed upon educational opportunities including preventative education to parents and students through written, electronic, and video formats.

B. *Athlete Safety (Trade Secret).*

- (1) AdventHealth, in collaboration with the School Board, agrees to develop and implement a high school athlete healthcare ecosystem as set forth in Exhibit C to this Agreement.
- (2) AdventHealth will provide the services identified on Exhibit C pertaining to onsite support and such other programs as the parties mutually agree to from time to time.

(3) Additionally, AdventHealth will provide the following:

- a. Two dedicated certified athletic trainers to serve as Flagler County School head athletic trainers to implement on-site sports medicine services and streamline and coordinate care, all as described in Exhibit C hereto;
- b. Coordinate care to outpatient services such as urgent care and physician appointments; and imaging, sports medicine, and rehabilitation services should there be an athlete in need of those medical services;
- c. Tailored health related education content for students, parents, and faculty; and
- d. Provide education and training for coaches, trainers and athletic team members including the implementation of “best practices” sharing on mutually agreed upon topics.

C.1 *Exclusive Sponsorship Rights.*

- (1) AdventHealth shall be granted the exclusive naming rights for the healthcare-related Classroom to Career Programs. The current list of Programs are fully set forth in Exhibit “A”;
- (2) The revised names of the Classroom to Career Programs during the term of this exclusive Agreement are set forth in Exhibit “B.” The terms of this Agreement shall also apply to any new healthcare Classroom to Careers Program established by the School Board during the term of this Agreement. The style of healthcare programs established during the term of this Agreement shall follow that set forth in Exhibit “B” for existing Programs. Each healthcare-related Program shall be referred to by the School Board with the use of these names, including any related marketing or promotional materials; and
- (3) AdventHealth shall provide signage identifying AdventHealth and/or the name of each applicable Classroom to Career Program to attach in a reasonable manner to each field and sports facility including athletic training rooms, weight rooms, gymnasiums, etc. AdventHealth shall provide signage (interior and exterior) identifying AdventHealth and/or the name of each applicable Classroom to Career Program to attach in a reasonable manner to each healthcare Classroom to Career Program building(s) and related classrooms. Signage shall conform to all applicable local, city and county code requirements and School Board policies and shall be subject to review and approval by the Superintendent or designee.

C.2 *Professional Interaction Opportunities.*

- (1) AdventHealth shall:
 - a. Make available a representative from AdventHealth to speak to each school health-care Classroom to Career Program and on a minimum of two occasions each school year;
 - b. Allow for a tour of a hospital facility for the students in the Classroom to Career Programs no less than once each semester as requested by Flagler County Education Foundation and subject to AdventHealth policies;
 - c. Participate annually in job fairs organized by the School District or district high school health-care related Classroom to Career Programs, to recruit graduates for employment; and
 - d. Participate annually in the Classroom to Careers Program and Career Coaching program of the Flagler County Education Foundation, a direct support organization of the School Board.

D. *Marketing (Trade Secret).*

(1) *Right of use.*

School Board grants AdventHealth limited, non-transferable, royalty-free, fully paid-up, revocable, exclusive (to the extent described in this Agreement) license to utilize the trademarks, logos and other identifying marks of the School Board and its schools and programs (“School Board Marks”) in connection with AdventHealth’s marketing, advertising and other promotional materials, including the use of each parties’ respective logos, for activities related to this Agreement. AdventHealth’s use of School Board’s Marks shall be subject to the approval of the School Board.

AdventHealth grants School Board and the Flagler County Education Foundation a non-exclusive, non-transferable, royalty-free, fully paid-up, revocable license to utilize the trademarks, logos, and other identifying marks of AdventHealth (“AdventHealth Marks”) as specifically directed and approved by AdventHealth. School Board’s use of AdventHealth’s Marks shall be subject to the approval of AdventHealth.

Neither party shall have the right to sublicense or otherwise transfer the marks of the other party without the prior written consent of the other party, which may be withheld in such party's sole discretion, except that AdventHealth may sublicense its rights to an entity controlled by or under common control with AdventHealth. Each AdventHealth and School Board shall remain the sole owner in their respective marks.

- (2) *Coordination.* AdventHealth, School Board and Flagler County Education Foundation shall coordinate promotional efforts as mutually agreed to by the parties during the term of this Agreement, such as use of social media and the development of videos for public distribution by both parties.
- (3) *Smart phone app.* The School Board maintains a smart phone app for use by the public and employees to provide information on district and school services and activities. AdventHealth shall be granted a link within the app for community health care information and services to promote AdventHealth services and facilities during the term of this Agreement if such a smart phone app is made available by the School Board. Additional links may be available upon approval by, and coordination with, the Superintendent. AdventHealth shall have the exclusive opportunity to provide promotional material regarding healthcare services on the smart phone app, which for clarity does not prohibit any directory information provided by the District's employee group health insurance provider, district departments/schools or other governmental agency.
- (4) *Websites.* The Program shall be displayed on all school websites and Foundation websites and digital platforms during the term of this Agreement. In addition, AdventHealth shall have a page on the district's website subject to approval by the district. A link to that page shall be displayed on the district's primary website.
- (5) *School year kick-off.* All district student and families are provided information and materials at the beginning of each school year through the District's digital distribution network. Beginning in the 2021 school year, AdventHealth shall be granted exclusive right to include brochures and informational material promoting the services of AdventHealth subject to review and approval by the district. AdventHealth will be responsible for providing these materials to the District if it invokes the privileges of this paragraph by a deadline specified by the District to timely prepare for the upcoming school year.
- (6) *Digital and social media plan.* AdventHealth may provide sponsored and original content to be shared on school channels, school websites

and smartphone applications monthly, and is subject to review and approval by the district.

- (7) *Health and Wellness related materials.* AdventHealth may provide health and wellness related materials to the district for distribution to students and parents subject to approval by the School Board in electronic format for posting on relevant district and/or school websites. Should the School Board develop the technical capacity to offer email notifications by AdventHealth to parents on wellness and/or the Program, the School Board will coordinate a program to that effect with AdventHealth.
- (8) *Signage.* AdventHealth is granted the exclusive right to place all signage at all home athletic venues in accordance with the applicable policies of the School Board. Existing signage agreements with other parties which conflict with this limited exclusivity shall not be renewed or extended.
- (9) *Public education.* AdventHealth shall have the opportunity to speak at “beginning of the season” parent meetings to discuss sport related health and wellness, including concussion awareness exertional heat illness and electrocardiogram screenings.
- (10) *Announcements at events.* AdventHealth shall have the opportunity to provide content to the School Board to be delivered during four PA announcements as available at each sporting event.
- (11) *AdventHealth materials.* AdventHealth may elect to share health, wellness, and other related information monthly with School Board employees via its e-mail system subject to review and approval by the District. The School Board agrees to provide AdventHealth with the school email addresses of its employees for such purpose.
- (12) *Sponsor.* School Board shall recognize AdventHealth as the exclusive healthcare sponsor of school running series with all usual benefits, and as presenting sponsor of FCEF Annual Golf Tournament and FCEF annual dinner.

E. *Right to bill.*

Each recipient of healthcare services shall be responsible for charges incurred for the provision of healthcare services, including but not limited to copays and deductibles as applicable, and the provision of services shall be subject to such consents, authorizations, and requests AdventHealth (and other health care providers) may require from time to time. AdventHealth (and other healthcare providers) shall have the right to bill the patient, the patient’s medical insurance, or other third party, as applicable, for health care services in accordance with its usual and customary practices. Nothing

in this Agreement, however, shall create any obligation of the School Board to pay for said services. School Board acknowledges that the physicians and other personnel providing services related to this Agreement may not be agents or employees of AdventHealth.

8. Consideration. (Trade Secret)

A. *AdventHealth Consideration schedule.* In exchange and in support of the obligations and opportunities set forth in sections in this Agreement, AdventHealth agrees to contribute SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) in cash and in-kind services and donation of equipment to the School Board consisting of the following:

- i. The cash portion shall be ONE HUNDRED THOUSAND DOLLARS (\$100,000) in the aggregate over the term of the Agreement (subject to reduction in the event of opt-out by AdventHealth as provided in this Agreement), payable in a first installment of TWENTY THOUSAND DOLLARS (\$20,000) for first year followed by annual installments in subsequent years of TWENTY THOUSAND DOLLARS (\$20,000). Flagler County Education Foundation shall allocate TEN THOUSAND DOLLARS (\$10,000) of the cash portion to exclusively support the Health Care Classroom to Career Program academic programs and TEN THOUSAND DOLLARS (\$10,000) to exclusively support behavioral health programs. Allocated amounts shall only be disbursed by the Flagler County Education Foundation when such program is planned, approved and ready for implementation.
- ii. In addition, AdventHealth and the School Board acknowledge in-kind services and other obligations of AdventHealth outlined throughout this Agreement are deemed to have an estimated value of not less than SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) in the aggregate.

B. *School Board Consideration.* In exchange and in support of the obligations and opportunities set forth in Exhibit C in this Agreement, School Board agrees to pay AdventHealth THIRTY THOUSAND DOLLARS (\$30,000) per year and to contribute in-kind benefits to AdventHealth all as described below:

- i. The School Board agrees to pay AdventHealth THIRTY THOUSAND DOLLARS (\$30,000) per year, to partially defray the cost of the two (2) certified athletic trainers to be furnished by AdventHealth, in support of the athletic training program. These funds shall be set aside annually by the School Board as a stipend for two certified athletic trainers, and will be paid directly to AdventHealth for the term of this Agreement, which will employ the athletic trainers and assume responsibility for the Athletic Training program, as set forth in Exhibit C.

- ii. The School Board shall allow AdventHealth's personnel to wear AdventHealth gear and clothing at all events, tournaments, and contests.
 - iii. The School Board shall allow AdventHealth to promote its services at mutually agreed upon venues and events.
 - iv. Marketing Benefits. In addition to the above compensation and benefits, the School Board will afford AdventHealth the following marketing benefits per school:
 1. Scoreboard spot (4 scoreboards – gym, stadium, baseball and softball).
 2. Gym Banners
 3. Stadium Banner
 4. Weight Room Banner
 5. Signage in Athletic Training Room
 6. PA Announcements (A script provided by AdventHealth advertising its business at the end of each quarter or set for – volleyball, lacrosse, soccer, baseball, basketball, football).
 7. Website Advertising
9. *Termination provision.* In the event AdventHealth or the School Board elect to terminate this Agreement at the end of the third year as more particularly set forth in Section 5 above, no sum of money shall be due from AdventHealth to School Board for years four and five. The Athletic Trainer services will be re-evaluated and a continuing agreement for these services may be entered into by the parties.
10. Entire Agreement. This Agreement constitutes the entire contract between School Board and AdventHealth regarding the services covered under this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. Any amendment to this Agreement shall be in writing and approved by the parties.
11. Florida's Public Records Act. AdventHealth agrees to comply with Florida's Public Records Act under Chapter 119, as applicable, specifically to:
- A. Keep and maintain public records ordinarily and necessarily required by the School Board to perform the services being provided by the AdventHealth.
 - B. Provide the public with access to public records on the same terms and conditions that the School Board would provide and at a cost that does not exceed the cost

provided for in Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.

- C. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer to the School Board, at no cost, all public records in possession of the AdventHealth upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Nothing in this subsection shall be construed or interpreted as the AdventHealth acting on behalf of the School Board when providing Services or otherwise performing or receiving benefits pursuant to this Agreement.

- E. Notwithstanding anything in this Agreement or the Florida Public Records Act to the contrary, the School Board will provide the AdventHealth with reasonably prompt written notice (and a copy of the public records request) if the School Board receives a public records request related to any AdventHealth record in the School Board's possession, custody or control including, without limitation, this Agreement.
- F. School Board is a public agency subject to Chapter 119, Florida Statutes. The AdventHealth agrees to comply with Florida's Public Records Law. Specifically, the AdventHealth shall:
 - i. Keep and maintain public records required by Flagler County School Board to perform the service.
 - ii. Upon request from School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the AdventHealth does not transfer the records to School Board.
 - iv. Upon completion of the contract, AdventHealth agrees to transfer at no cost to School Board all public records in possession of the AdventHealth or keep and maintain public records required by School Board to perform the service. If the AdventHealth transfers all public record to School Board upon completion of the contract, the AdventHealth shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AdventHealth keeps and maintains public records upon completion of the contract, the AdventHealth shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to School Board, upon request from School Board's custodian of public records, in a format that is compatible with the information technology systems of School Board.

If AdventHealth fails to provide the public records to School Board within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

IF ADVENTHEALTH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOSPITAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Kristy Gavin
1769 East Moody Blvd., Bldg. 2
Bunnell, FL 3110
(386)437-7526 ext. 1105
gavink@flaglerschools.com

This Section 10 shall survive termination of this Agreement.

12. Trade Secret – Public Records Act Exemption.

- A. "Trade Secrets" include, among other information, all information not subject to public records disclosure as it pertains to, and without limitation, AdventHealth's business, directors, officers, employees, contractors, professionals, confidential information, proprietary information, supplier and customer lists, pricing and cost information, business plans and objectives, purchasing and marketing strategies and know-how, finances, contracts, strategies, legal claims, billing and collection practices, insurance, patients, affiliates, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding the services, staffing models, delivery systems, and/or other information that AdventHealth identifies and wishes to remain confidential. Information made known to the general public is not a Trade Secret; however, all information not considered subject to public records disclosure under applicable law, furnished or exchanged under this Agreement and identified by the AdventHealth is to be Trade Secrets. The AdventHealth shall clearly mark all information identified by it as a Trade Secret with "Trade Secret, not subject to public disclosure pursuant to Florida Statute 815.045" prior to supplying such information to the County. All items marked Trade Secret shall cite the exempting legislation permitting the information to be marked confidential.

- B. Each Party acknowledges that, during the Term of this Agreement, it (the “Receiving Party”) may receive or be exposed to information that the other Party (the “Disclosing Party”) considers to be a Trade Secret. Each Party agrees that, except as contemplated in fulfilling its obligations, it will not, during the Term of this Agreement and thereafter, use directly or indirectly, for its own account or for the account of any other person or entity, or disclose to any other person or entity any Trade Secret. Each Party shall take such precautions regarding the Trade Secrets of the other Party as it normally takes regarding its own Trade Secrets, but it will not exercise less than ordinary care regarding such information. If a conflict arises between this Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, this Agreement shall control. Except that such information may be disclosed to the proper authority should the Receiving Party, in good faith, believe that a crime is being committed.
 - C. Notwithstanding anything to the contrary contained in this Section, in the event the Receiving Party is required to disclose any Trade Secret of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of any required disclosure so that the Disclosing Party may seek an appropriate protective order or other legal recourse and/or waive the Receiving Party’s obligation to comply with the provisions of this Section.
 - D. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party’s Trade Secrets to the Disclosing Party or, at the Disclosing Party’s election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party where permitted by law. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of the Trade Secrets.
 - E. The AdventHealth shall indemnify and hold harmless, to the fullest extent provided by law, the County and its elected and non-elected officials, employees and agents (collectively “Indemnified Parties”) against all losses, judgments, damages, costs and expenses (including, without limitation, reasonable attorney’s fees, court costs and costs of settlement) which result from or arise out of the County’s failure to release information marked by the AdventHealth as “Trade Secret, not subject to public disclosure” pursuant to a valid public records request, but which is ruled by a court of competent jurisdiction as a public record.
 - F. This Section 11 shall survive termination of this Agreement.
13. Independent Contractors. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

14. Non-Discrimination. Neither Party will subject any person to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.
15. Jessica Lunsford Act. The State of Florida's Jessica Lunsford Act requires the School Board to fingerprint and background check all individuals permitted access to school grounds when students are present, individuals who may have direct contact with children or any student of School Board, or who may have access to or control of school funds, subject to applicable law. Subject to applicable law, AdventHealth shall assign only individuals in its organization to perform services under this Agreement in any such category who agree to submit to a level 2 FDLE background check and FBI screening, including fingerprinting, at the sole cost of AdventHealth. AdventHealth shall not provide any services until School Board provides AdventHealth with notice of clearance and issues official School District badges. AdventHealth affirms that it will indemnify and hold harmless School Board, its officers, agents, and employees from any liability in the form of physical injury, death or property damage resulting from AdventHealth's failure to comply with the requirements of this paragraph or Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468, Fla. Stats. (2020).
16. E-Verify. Under Executive Order 11-116 AdventHealth shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. And providing services under this Agreement. AdventHealth shall also require all sub-contractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
17. Subject to Approval. This Agreement shall not be considered an offer by either party when exchanged but is subject to approval by the School Board, Flagler County Education Foundation and AdventHealth.
18. Medical Records; Compliance with Laws:
 - A. Ownership of Medical Records. The ownership and right of control of all reports, records and documentation prepared in connection with the operations of AdventHealth, including but not limited to patient medical records, care paths, standard practice patterns, and other patient care systems and medical management programs, shall vest exclusively in AdventHealth; and School Board shall not have any right of access to or use of such reports, records and documentation.
 - B. Compliance with Applicable Laws. The parties agree to comply with all federal and state laws or regulations. Without limiting the forgoing, AdventHealth agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations. If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein. In the event

either Party, on the advice of legal counsel, believes the Agreement or any portion thereof would violate in applicable law, it may propose such modifications to the Agreement that would enable the Parties to continue the arrangement with appropriate modification. If no modification is mutually agreed and memorialized by formal amendment to this Agreement within 30 days, either Party may terminate the Agreement on written notice to the other Party.

C. Without limiting the foregoing, AdventHealth will comply with the regulations of the Health Insurance Portability and Accountability Act (HIPAA), governing the privacy and security of health information. AdventHealth will treat all information regarding diagnosis, history or treatment that allows unique identification of an individual (“Protected Health Information”), as that term is defined by 45 CFR § 160.103, as Confidential Information. To the extent required by applicable law, the Parties will implement and maintain such privacy and security safeguards as are necessary to ensure that Protected Health Information is adequately protected from unauthorized access.

19. No Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any other person or entity any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

20. Effective date. This Agreement is effective as of the date last signed by either party.

21. Notice. Written notice to either party under this Agreement shall be submitted to the following:

To the School Board:

Cathy Mittlestadt

Superintendent

The School Board District of Flagler County AdventHealth Palm Coast

To AdventHealth:

Dr. Ron Jimenez

President/CEO

With copy to:

Flagler School District
1769 East Moody Blvd., Bldg. 2

Bunnell, FL 32110
Attn: Legal Department

With copy to:

AdventHealth
900 Hope Way
Altamonte Springs, FL 32714

Attn: Legal Services

Joe Rizzo

Flagler County Education Foundation

22. Signatures. This Agreement shall become effective only upon the final approval by the School Board.

The signatures below indicate approval of this Agreement:

FOR THE SCHOOL BOARD:

ADVENTHEALTH PALM COAST:

Trevor Tucker
Chairperson

Ron Jimenez
President/CEO

Advent Health Palm Coast

Dated: _____

Cathy Mittlestadt
Superintendent

Dated: _____

Joe Rizzo
Flagler County Education Foundation

Dated: _____

Exhibit A

**ADVENTHEALTH HEALTHY FUTURES PROGRAM
OF FLAGLER COUNTY SCHOOLS AGREEMENT**

Inventory of health care Classroom to Career Programs and programs

Rymfire Elementary School – Medical Lab

Buddy Taylor Middle School – Exploration of Health Science Professions

Flagler Palm Coast High School – Allied Health Assisting

Exhibit B

**ADVENTHEALTH HEALTHY FUTURES PROGRAM
OF FLAGLER COUNTY SCHOOLS AGREEMENT**

New names of health care academies and programs under the terms of sponsorship agreement with AdventHealth:

Health Related Academies by School

Note: AdventHealth may elect to modify references to its name upon notification to the School Board

Exhibit C (Trade Secret)

**ADVENTHEALTH HEALTHY FUTURES PROGRAM
OF FLAGLER COUNTY SCHOOLS AGREEMENT**

SCOPE OF ADVENTHEALTH SERVICES AND SUPPORT ONSITE AT SCHOOLS.

Subject to the provisions of this Agreement, AdventHealth shall provide certain sports medicine services and other services and support to those public high schools listed on Exhibit D to this Agreement (the "Schools," individually, "School") as amended by the Parties from time-to-time. AdventHealth agrees to provide services to the Athletic Training program on an annual basis, at forty hours per week for the public high schools listed in Exhibit D. The Athletic Trainer will provide game coverage for away Varsity Football games and the Athletic Trainer will also provide home game coverage for JV or Varsity Football games. One athletic trainer coverage at home varsity collision School athletic contests that are identified by the School to AdventHealth at a reasonable time beforehand. AdventHealth will ensure one Athletic Trainer attends the following Home Sporting Events: Varsity Football, Basketball, Wrestling, Soccer, Lacrosse, Baseball, Softball, and other sporting events that are identified and listed in a reasonable time beforehand. The School will provide a list of at home varsity District/Region Championship contests where an athletic trainer will be needed. The sport with the highest position in the prioritization of risk schedule should take priority, whether it is a practice or a game or event. In the event, that a coach advises that a practice will be a walk-through, coverage should transfer to the next-highest sport in the prioritization of risk schedules. AdventHealth will communicate with parents the treatment of all musculoskeletal conditions and physician referral when appropriate. In addition, the School will communicate participation status with coaches if permissible. If the School District or Schools require additional athletic training coverage, AdventHealth will make best efforts to provide a certified athletic trainer, requested at least two weeks in advance of the event, at the preferred rate of \$33.50 per hour. Travel costs and daily per diem may apply.

AdventHealth will develop a sports medicine team to support the AdventHealth athletic trainer at each high school. The sports medicine team will include a team physician who will provide the medical oversight for the athletic trainer, event coverage based on location and risk level (as mutually agreed by School and AdventHealth), evaluations and injury assessments, and medical direction for follow up care.

In addition to the above, AdventHealth agrees to provide the following during the term of this Agreement:

1. Pre-Participation Sports Screenings. AdventHealth will assist each School's Athletic Trainer with sports pre-participation screenings event development. AdventHealth will assist by making available appropriate health care providers to each school for the event, as mutually agreed by the Parties. Such health care providers may include, if and as mutually agreed, AdventHealth Team Physicians, physicians, physician assistants, ARNPs, physical therapists, athletic trainers, registered nurses, and medical assistants, or any combination thereof (subject to availability) to conduct or support, as appropriate, sports pre-participation screenings. AdventHealth will furnish assistance for one (1) combined pre-participation screening event for the county high schools at no charge to the School Board, the School or the athletes receiving the screenings. Assistance will

be provided once a year for sports pre-participation screenings. Dates and times are to be mutually agreed upon by the Parties, no later than three (3) month before the screening event is to take place.

2. **ECG Screening.** As part of the annual pre-participation sports physical (“PPP”) event, AdventHealth will coordinate with Who We Play For (or such other programs AdventHealth selects from time to time) to provide an electrocardiogram (ECG) test to all students, free of charge, who participate in the annual PPP event. An ECG is a medical test that detects cardiac (heart) abnormalities by measuring the electrical activity generated by the heart as it contracts. Students who do not attend the annual pre-participation sports physical event provided by AdventHealth will be responsible for any School required annual sports physical and ECG screening elsewhere, including any costs for same.

3. **AdventHealth Concussion Program** AdventHealth agrees to provide the Schools with The Concussion Care program, and in connection therewith, agrees to provide the following services:

(1) Licensing agreements for the ImPACT™ neurocognitive testing software (or such other programs Hospital selects from time to time) for the Schools, which software will be used to establish a baseline for participating student athletes, which such software is provided “as-is” and all without any guarantee or warranties, expressed or implied, of any kind, including without limitation any warranty of without any warranty of merchantability, warranty of fitness for a particular purposes, or warrant of non-infringement, are expressly disclaimed except to the extent expressly stated in this Agreement.

(2) Provide education to coaches and school staff on administering baseline testing prior to the start of the seasons (fall, winter, and spring) based on scheduling prioritization and availability.

(3) Provide informational material for the concussion program including banners, brochures, and web site information

(4) Provide educational material and up to two (2) presentations per year on concussions for parents and/or coaches and staff

(5) Provide access to a clinic, at the patient, School Bord of School’s expense, during the concussion clinic hours for any student athlete suspected of a concussion.

(6) Arrange for education for each AT to become ImPACT Trained Athletic Trainer (ITAT) certified. Certification is a one-time training.

(7) Offer priority scheduling with The Sports Concussion Program in the event of a concussion.

4. **Heat Related Illness.** Exertional heat stroke (EHS) can be prevented through proper heat acclimatization and environmental monitoring. Environmental monitoring utilizing wet bulb globe temperature (WBGT) is the gold standard for 1) identifying potential environmental hazards and 2) providing mandated activity modifications to reduce the incidence of EHS. Through the

collaboration between AdventHealth and Flagler County School Board, AdventHealth will provide proper funding for supplies and training for Cold Water Immersion and WBGT monitoring.

5. **CPR/AED Training.** The School Board and AdventHealth recognize the need to ensure the wellbeing of students participating in extracurricular activities training. Since Flagler County School District is a member of the Florida High School Athletic Association it must have an operational automated external defibrillator on the school grounds and a school employee or volunteer with current training in cardiopulmonary resuscitation and the use of a defibrillator at each athletic event during and outside of the school year, including athletic contests, practices, workouts, and conditioning sessions. On an annual basis, at the request of the School Board and at times mutually agreed, AdventHealth will assist with providing the training necessary in cardiopulmonary resuscitation or a basic first aid course that includes cardiopulmonary resuscitation training, and training in the use of a defibrillator to the coaches and/or volunteers designated by the School District. AdventHealth will not be responsible for any costs associated with the cardiopulmonary resuscitation certification or AED training of School District employees or volunteers.

6. **Healthy Roster** AdventHealth will utilize Healthy Roster, an electronic medical records cloud-based program for athletic trainers that allow the athletic trainer to document and easily communicate with coaches and parents through a secure, HIPAA compliant platform.

Exhibit D

To

**ADVENTHEALTH HEALTHY FUTURES PROGRAM
OF FLAGLER COUNTY SCHOOLS AGREEMENT**

1. Flagler Palm Coast High School
2. Matanzas High School

Note: This list shall automatically be updated annually to include or remove any schools that come within the School Board's responsibility after the commencement date of this Agreement upon written notification of AdventHealth.