

**MASTER ACADEMIC CLINICAL AND NON-CLINICAL AFFILIATION  
AGREEMENT  
BETWEEN**

**THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA DOING BUSINESS AS  
SCHOOL BOARD AND EAST RIDGE HIGH SCHOOL, EUSTIS HIGH SCHOOL,  
LAKE MINNEOLA HIGH SCHOOL, LEESBURG HIGH SCHOOL, MOUNT DORA  
HIGH SCHOOL, SOUTH LAKE HIGH SCHOOL, TAVARES HIGH SCHOOL,  
UMATILLA HIGH SCHOOL**

**AND**

**FLORIDA HOSPITAL WATERMAN, INC. DOING BUSINESS AS ADVENTHEALTH  
WATERMAN**

**THIS MASTER ACADEMIC CLINICAL AND NON-CLINICAL AFFILIATION  
AGREEMENT (the "Agreement"), entered into and effective June 28, 2021 (the  
"Effective Date"), is between THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, a  
Florida School Board (hereinafter the "Academic Institution"), and FLORIDA HOSPITAL  
WATERMAN, INC., a Florida not for profit corporation doing business as AdventHealth  
Waterman (hereinafter the "Facility"). Academic Institution and Facility are collectively referred  
to as the "Parties" and individually referred to as the "Party."**

**WHEREAS, Academic Institution desires that students (collectively, "Students" and  
individually, "Student") enrolled in non-clinical and clinical education programs (collectively,  
"Programs" and individually, "Program"); obtain non-clinical and clinical training and  
experience at the Facility;**

**WHEREAS, Facility is willing to offer the necessary facilities and the necessary non-clinical  
and clinical staff for the supervision of Students for approved non-clinical and non-clinical  
training and educational experiences (hereinafter referred to individually as "Rotation" and  
collectively as "Rotations") in recognition of the need to train Students;**

**WHEREAS, it is to the benefit of the Parties to cooperate in the educational preparation of  
Students so as to promote excellence in patient care, to ensure professional competence, and to  
provide maximum utilization of community resources; and**

**WHEREAS, in accordance with each Party's respective charters, constitutions, and by laws in  
effect at the time of the execution of this Agreement, the board of directors of Facility shall  
continue as the governing body of Facility, and the School Board of Lake County, Florida shall  
continue as the governing body of the Academic Institution.**

**NOW, THEREFORE, in consideration of mutual promises set forth herein and other good and  
valuable consideration, the Parties agree as follows:**

1. **PURPOSE.** The purpose of this Agreement is to establish procedures and guidelines pursuant to which Facility will provide facilities and non-clinical and clinical supervision for Rotations for Students who are in good standing with the Academic Institution. The Parties agree that Students are participating in the Rotations for the exclusive purpose of clinical and non-clinical education and assessment in the context of healthcare clinical and non-clinical activities. The Parties further agree that the Rotations will be conducted in a safe and appropriate learning environment.
  
2. **TERM AND TERMINATION.** The initial term of this Agreement shall commence on the Effective Date and shall end on the **THIRD (3<sup>RD</sup>)** anniversary of the Effective Date ("Initial Term"). This Agreement shall automatically extend for an additional term of **THREE (3) YEARS** ("Renewal Term") under the same terms and conditions, unless either Party gives **NINETY (90)** days' prior written notice of its intent to terminate this Agreement. The Initial Term and Renewal Term shall be referred to collectively as the "Term." This Agreement may be terminated by any Party upon thirty (30) days prior written notice of a material breach by the other Party(ies), provided such breach is not cured within such thirty (30) day period. This Agreement may be terminated by any Party without cause upon at least ninety (90) days prior written notice. Notwithstanding the foregoing, however, a Student currently participating in a Rotation at the time of termination without cause shall be given the opportunity to finish the Rotation at Facility, provided that this is not intended to alter the rights of Facility under Section 3.15.
  
3. **RESPONSIBILITIES OF FACILITY.** In accordance with the terms and conditions of this Agreement, Facility agrees to provide premises, facilities, staff, and services involving non-clinical and clinical training experiences for Students in connection with approved Rotations and with approved Preceptors (defined herein), and Facility shall:
  - 3.1 Agree to accept designation as an Academic Institution teaching facility and the assignment of certain Students to its health care facility(ies) for purposes of the Programs.
  - 3.2 Arrange for access by each Student to Facility at the site of assignment necessary to meet the goals and objectives of the Program for which the Student is assigned. The applicable clinical service chiefs and department heads of Facility will work with the Academic Institution's clerkship directors to ensure that the Faculty and Students have access to appropriate resources for Student education.
  - 3.3 Be solely responsible for any and all appointments to its medical staff and allied health provider staff and faculty.
  - 3.4 Cooperate with Academic Institution in a mutually agreeable manner in enforcing Academic Institution policies and procedures related to Student performance and Student conduct, provided that such policies and procedures do not conflict with policies and procedures of AdventHealth and Facility. In the event of a conflict, the policies, and procedures of AdventHealth and Facility will control.

- 3.5 Endeavor to comply with all applicable requirements of any accreditation authority over Academic Institution and certify such compliance upon request by Academic Institution.
- 3.6 Permit the authority responsible for accreditation of Academic Institution's curriculum to evaluate, for consistency with institutional purpose, vision, values, and mission, upon reasonable, advance notice, the facilities, services, and all other items and services provided by Facility for the Rotations.
- 3.7 Accept Students for Rotations, the number of which shall be determined at the sole discretion of Facility, based upon the following: Facility space and patient population with respect to a Rotation; the appropriateness and availability of Preceptors; and any other considerations as solely and absolutely determined by Facility. Facility will have the right, but not the obligation, to interview any potential Students prior to Facility accepting said Student for Rotation.
- 3.8 In Exhibit A, identify the name, electronic mail address, and contact phone number of the contact person at the Facility ("Facility Liaison") for Facility that will:
  - 3.8.1 Assist the Academic Institution's coordinating faculty members ("Faculty") with the planning of educational experiences and patient care assignments; and
  - 3.8.2 Meet with the Academic Institution's Faculty, as needed, to discuss the quality of the educational experiences and any problems which may have arisen in the provision of those experiences.
- 3.9 Endeavor to include appropriate members of the Academic Institution's Faculty and the Faculty Liaison in Facility meetings or communications when policies to be discussed will affect or are related to the Rotation and/or Students at Facility's discretion.
- 3.10 Provide Students and Faculty with an orientation of Facility's premises and facilities, or orientation packets about Facility, which will include training about policies and procedures, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), especially as it relates to Facility's confidentiality requirements, and instruction on Occupational Safety and Health Administration ("OSHA") regulations regarding blood-borne pathogens, infectious disease plans, and hazardous chemical plan, and how, when and why to report incidents.
- 3.11 Provide supervised educational experiences for Students that fulfill the curriculum requirements of the Academic Institution and meet the objectives agreed upon by the Academic Institution and Facility, and allow Faculty access to the Facility for

the purposes of coordinating, observing and instruction of Students engaged in educational experiences;

- 3.12 Plan, administer, and retain total responsibility for all aspects of patient care and assure qualified supervision of all patient activities.
- 3.13 Provide Faculty and Students with, or seek emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at Facility. Emergency treatment of Faculty or Students for any injuries incurred during educational activities must be covered and paid for through the Faculty or Student's personal health insurance plan, or through his/her own resources. Personal health insurance coverage for Faculty or Students will not be the responsibility of Facility.
- 3.14 Not guarantee it will place or maintain placement of any Student with Facility.
- 3.15 In Facility's sole and absolute discretion at any time or upon request of Facility, summarily relieve a Student or Faculty from a specific assignment, request that a Student or Faculty leave the Facility, or withdraw any Student or Faculty from the Facility whose conduct or work with patients, personnel, or clinical staff of Facility is not in accordance with the policies and procedures of AdventHealth or Facility or is detrimental to patients, personnel, or clinical staff or Facility or others. Facility shall use reasonable efforts to notify Academic Institution of any Student or Faculty whose work or conduct with clients, patients, or personnel is not, in the opinion of Facility, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or the operations of Facility. Academic Institution agrees to immediately communicate and implement Facility's determination to withdraw such Student from Facility.

**4. INTENTIONALLY OMITTED.**

**5. RESPONSIBILITIES OF ACADEMIC INSTITUTION.** The Academic Institution shall:

- 5.1 Be solely responsible for any and all appointments to the Faculty.
- 5.2 Provide Facility with access to online course objectives and outlines related to the Rotations at the website set forth in Exhibit A, and coordinate with Facility as to the length and timing of each Rotation.
- 5.3 In Exhibit A, identify the Programs; the name, electronic email address, and contact phone number of the contact person at the Academic Institution ("Faculty Liaison") with authority over the Program(s) for which Students are training in the Rotation.

- 5.4 Provide a letter of good standing to Facility indicating that each Student and Faculty providing any services hereunder has had a physical examination and is current on all immunizations prior to his/her participation in the Rotations. The physical examination shall include general physical exam, utilizing history (mobility, motor skills, hearing, visual, and tactile abilities) and immunization assessment and any other exam that Facility may reasonably require. Students and Faculty must have current immunizations for varicella; hepatitis B (or signed waiver, if refused); measles, mumps, and rubella; tetanus; and influenza (or wear a mask during the months of December through March). If titer is negative for varicella, Student must receive varicella vaccine. If Student or Faculty has positive tuberculosis ("TB") test results, Academic Institution will provide confirmation that Student or Faculty has a negative chest x-ray or other confirmation acceptable to Facility that Student does not have active TB. All Students and Faculty located at the Facility must have a current (within one year) negative TB test result or TB testing, subject to any safety requirements of Facility. Academic Institution will notify Facility of any positive TB test results. A Student who may be exposed to a patient with known or suspected TB must be fitted for a N-95 respirator or such other respiration identified by Facility. Academic Institution will maintain immunization records required by Facility in support of the letter of good standing.
- 5.5 Provide a letter of good standing indicating that a criminal background check has been conducted on all Students 18 years of age or older and all Faculty who are located in the Facility, prior to commencement of a Rotation. The criminal background check must include all cities, counties, and states in which the Student or Faculty has resided in and in which the Student or Faculty has worked at any time during the past **SEVEN (7) YEARS**. Attached hereto as ***Exhibit B*** is AdventHealth's "Student Disqualification Guidelines — Criminal Background" to be used by Academic Institution in connection with the background checks. Academic Institution will not send any Student who is disqualified to any Facility to participate in a Rotation. Facility retains the ultimate right to determine if a Student is disqualified.
- 5.6 Provide a letter of good standing indicating that a five-panel drug test has been conducted on all Students prior to the commencement of a Rotation. The five-panel drug test shall consist of amphetamines, marijuana, cocaine, opiates, and phencyclidine.
- 5.7 Present Students for Rotations who have fulfilled the following: (i) completed Facility's application and been approved by Facility, (ii) received adequate preclinical instruction, and (iii) completed the preclinical requirements for the Rotation, as determined solely by Facility.
- 5.8 Require Students to maintain health insurance coverage for the period of the respective Rotation.

- 5.9 Provide Facility in writing the names of the Students assigned by Academic Institution to participate in the Rotation prior to the beginning of the Rotation.
- 5.10 Provide the services of a Faculty member or other Faculty Liaison who will:
  - 5.10.1 Plan, in conjunction with staff member(s) of Facility, the educational experiences that will fulfill the educational requirements of the Academic Institution curriculum; and
  - 5.10.2 Meet with staff member(s) of Facility, as necessary to discuss the quality of the educational experiences and any problems which may have arisen in the provision of those experiences.
- 5.11 Require Students to comply with the applicable policies and procedures of AdventHealth and Facility as well as all applicable federal, state, and local laws, rules, and regulations during the course of Students' participation in the Rotation.
- 5.12 Require Students to obtain prior, written approval of all Parties before publishing any material related to the learning experience provided under the terms of this Agreement.
- 5.13 Establish and maintain for each educational Rotation, curriculum standards and educational policies that meet Academic Institution standards and applicable licensing and accreditation requirements.
- 5.14 Retain overall responsibility for Students and administer, organize, and operate the Programs and overall educational program of Academic Institution and retain responsibility for the education of Students in and for the Academic Institution's Program curriculum, including the design, delivery, and quality of Academic Institution's Program curriculum.
- 5.15 Require Students to provide and wear the necessary and appropriate uniform while on duty at Facility, including the required identification badge. Students not wearing appropriate identification will not be allowed to participate in Rotations or conduct training at the Facility.
- 5.16 Require Students and Faculty to maintain the confidentiality of all records or information exchanged in the course of the Rotation in accordance with policies and procedures of AdventHealth and Facility and all applicable federal and state laws, rules, and regulation, including HIPAA.
- 5.17 Not guarantee it will place or maintain the placement of any Student in a Rotation in the Facility.
- 5.18 Evaluate the conduct of a Student or Faculty and take appropriate action upon receipt of notice from Facility that the work or conduct of a Student or Faculty

with clients, patients, or personnel of Facility is not in accordance with acceptable procedures or standards of performance or disrupts patient care or operations of Facility. It is understood that, if Facility takes action under provisions of Section 3.15 above, that the Student or Faculty's participation in the Rotation shall immediately cease, subject to being resumed only with the mutual written agreement of Academic Institution and Facility.

- 5.19 Ensure each Student provides for his or her own housing, transportation, parking, meals, and all other expenses not specifically provided for herein.
- 5.20 Ensure that each Student confirms in writing prior to the Student's initial Rotation that he or she understands and agrees to all of his or her obligations hereunder.
- 5.21 The Parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA") and by Florida state law, and that generally, written student consent must be obtained before releasing personally identifiable student education records to anyone other than Academic Institution. Academic Institution agrees to provide guidance to Facility with respect to complying with the provisions of FERPA and similar state law. Facility agrees to treat all Student education records that are specifically identified as such by the Parties as confidential and not to disclose such Student education records except to Academic Institution and Facility officials who need the information to fulfill their professional responsibilities or as required or permitted by law. The Parties acknowledge that the fact that a Student is mentioned in a record or report generated and/or maintained by Facility in the normal course and scope of their respective operations, and not created or maintained by Academic Institution, may not necessarily cause such record or report to be considered a "student education record" for purposes of this paragraph.

## 6. PRECEPTORS.

- 6.1 Facility will approve of each Facility clinical staff member proposed to serve as preceptor for each Student who is an advanced practice providers or medical student, and Facility will select and assign each Facility clinical staff or non-clinical staff member to serve as supervisor of each remaining clinical and non-clinical Student (said preceptors and supervisors collectively, "Preceptors" and individually, "Preceptor").
- 6.2 Each Student who is an advanced practice provider or medical student is responsible for providing Academic Institution with all required information on the approved Preceptor. For each other Student, Facility will notify Academic Institution with the assigned Preceptor.

## 7. **INDEPENDENT CONTRACTOR/STUDENTS STATUS.**

- 7.1 The relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. None of the Parties shall have the power to bind the other Parties or contract in the name of the other Parties. All persons employed by a Party in connection with this Agreement shall be considered employees of that Party and shall in no way, either directly or indirectly, be considered employees or agents of the other Parties.
- 7.2 Students shall participate in the Rotation hereunder for the sole consideration of obtaining an educational experience. All Parties agree that the Students will be in learning situations and that the primary purpose of the placement is for the Student's learning and the benefit of the Students. It is further understood that the Student shall not at any time replace or substitute for the services of any Facility employee. Nor shall Student perform any of the duties normally performed by an employee of the Facility except such duties as are a part of their training and are performed by the Student under the direct supervision of an employee of Facility. Students are not entitled to a job at the completion of the educational experience. Facility derives no immediate advantage from the activities of the Students, and on occasion its operations may actually be impeded. No Student in the Rotation will be deemed to be an employee, agent, or volunteer of Facility by virtue of participation in the Rotation, nor will Facility be liable for the payment of any wage, salary, or compensation of any kind for service provided by the Students while participating in the Rotation. The Academic Institution shall indemnify, defend, and hold Facility harmless of and from any claim for wages, salary, or compensation of any kind, asserted by any Students participating in any Program arising from this Agreement. Further, no Student will be covered under the respective workers' compensation program, social security withholdings, or unemployment compensation programs of Facility's while participating in the Rotation.

## 8. **INSURANCE AND EACH PARTY'S RESPONSIBILITY.**

- 8.1 **Insurance of Academic Institution.** Academic Institution agrees that it shall maintain during the Term of this Agreement for itself, and its Students, a policy of professional liability insurance, with a single limit of not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Academic Institution further warrants that it will keep such professional liability insurance in full force and effect to respond to any claims arising out of the actions of Academic Institution and its Students or Faculty during the Term of this Agreement and for the two (2) year period immediately following the termination or expiration of this Agreement. Academic Institution shall provide Facility with a certificate of insurance evidencing such coverage. Academic Institution shall give Facility written notice within ten (10) days prior to any changes, modification, cancellation, or non-renewal of such insurance. If the insurance is not provided as



required herein, either Facility shall have the right to immediately terminate this Agreement, or any Program arising from this Agreement, notwithstanding any other term or termination provisions contained in this Agreement.

**8.2 Intentionally Omitted.**

**8.3 Insurance of Facility.** Facility agrees that it shall maintain general and professional liability insurance or self-insurance for itself and its employees, with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Facility further warrants that it will keep such general liability insurance and professional liability insurance or self-insurance in full force and effect to respond to any claims arising out of the actions of the Facility and its employees during the Term of this Agreement and for the two (2) year period immediately following the termination or expiration of this Agreement. Facility shall provide Academic Institution with a certificate of insurance evidencing such coverage upon the request of Academic Institution. Facility shall give Academic Institution written notice within ten (10) days prior to any changes, modification, cancellation, or non-renewal of such insurance.

**8.4 Indemnification by Academic Institution.** To the extent authorized by Florida law, Academic Institution agrees to indemnify and hold Facility and their respective directors, agents, representatives, and employees, harmless from and against any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising in connection with any negligent or intentionally harmful acts or omissions by the Academic Institution or the Students in the performance of their obligations under this Agreement.

**8.5 Intentionally Omitted.**

**8.6 Indemnification by Facility.** Facility agrees to indemnify, defend, and hold harmless Academic Institution from and against any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising in connection with any negligent acts or intentionally harmful acts or omissions by Facility in the performance of its obligations under this Agreement.

**8.7 Each Party's Responsibility.** Each Party to this Agreement agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when the agent is acting within the scope of the agent's employment or agency, and each Party agrees to be liable for any damage resulting from said negligence of its agent.

**8.8 Sovereign Immunity.** The Academic Institution intends to avail itself of the benefits of Florida Statutes § 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the Academic Institution's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of

any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. **MISCELLANEOUS.**

- 9.1 **Assignments.** This Agreement may not be assigned, either in whole or in part, to a third party without the prior written consent of the non-assigning Parties.
- 9.2 **Third Party Obligations.** This Agreement is made solely for the benefit of the Parties named in this Agreement and is not intended to create rights or any cause of action in any third parties, including without limitation, the Students.
- 9.3 **Performance.** A delay in or failure of performance of either Party that is caused by occurrences beyond the control of either Party shall not constitute a default hereunder or give rise to any claim for damages.
- 9.4 **Administration of Agreement.** The Dean of the Academic Institution or his/her designee and the President of Facility or his/her designee shall serve on a day-to-day basis to supervise the administration of the terms and conditions of the Agreement. In the event of disagreement, the matter shall first be referred for resolution to the Dean of the Academic Institution and the Chief Operating Officer of Facility or their respective designees.
- 9.5 **Applicable Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.
- 9.6 **Entirety of Agreement.** This Agreement contains the entire Agreement among the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.
- 9.7 **Cooperation.** A Party will reasonably cooperate with the other Parties and their counsel in the defense of any claims against the Parties in any way arising out of or connected with this Agreement. Such cooperation, including attendance at depositions, trials, conferences, and the rendering of written reports, will be at no expense to the Party not subject to the claim.
- 9.8 **Amendments and Modifications to Agreement.** All amendments and modifications to this Agreement shall be made by written mutual consent of both Parties.
- 9.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 9.10 **Invalidity.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall

be construed in all respects as if such valid or unenforceable provisions were omitted.

9.11 **Notices.** All notices under this Agreement shall be in writing and delivered by personal delivery; United States mail, certified, return receipt requested; or a nationally recognized overnight courier service with tracking requested. Such notices shall be delivered to the following:

**FACILITY:** Florida Hospital Waterman, Inc. d/b/a  
AdventHealth Waterman  
1000 Waterman Way  
Tavares, Florida 32778  
Attention: President/CEO

With Copy to: AdventHealth  
900 Hope Way  
Altamonte Springs, Florida 32714  
Attention: Legal Department

**ACADEMIC INSTITUTION:** The School Board of Lake County, Florida  
201 W. Burleigh Boulevard  
Tavares, Florida 32778

With Copy to: Principal, East Ridge High School, 13322  
Excalibur Road, Clermont, Florida 34711  
Principal, Eustis High School, 1300 E.  
Washington Avenue, Eustis, Florida 32726  
Principal, Lake Minneola High School, 101  
N. Hancock Road, Minneola, Florida 34715  
Principal, Leesburg High School, 1401  
Yellow Jacket Way, Leesburg, Florida  
34748  
Principal, Mount Dora High School, 700 N.  
Highland Street, Mount Dora, Florida 32757  
Principal, South Lake High School, 15600  
Silver Eagle Road, Groveland, Florida  
34736  
Principal, Tavares High School, 603 N. New  
Hampshire Avenue, Tavares, Florida 32778  
Principal, Umatilla High School, 320 N.  
Trowell Avenue, Umatilla, Florida 32784

9.12 **Performance.** A delay in or failure of performance of any Party that is caused by occurrences beyond the control of the non-performing Party shall not constitute a default hereunder or give rise to any claim for damages.

9.13 **Public Records.**

A. **IF THE FACILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FACILITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE ACADEMIC INSTITUTION CUSTODIAN OF PUBLIC RECORDS AT 352-253-6513, ChallengerN@lake.k12.fl.us, 201 West Burleigh Boulevard, Tavares, FL 32778.**

B. To the extent applicable, FACILITY shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes, and will:

(i) Keep and maintain public records required by ACADEMIC INSTITUTION to perform the service.

(ii) Upon request from the ACADEMIC INSTITUTION's custodian of public records, FACILITY shall provide the ACADEMIC INSTITUTION 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii) FACILITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the FACILITY does not transfer the records to the ACADEMIC INSTITUTION.

(iv) Upon completion of this Agreement, FACILITY shall transfer, at no cost, to the ACADEMIC INSTITUTION all public records in possession of the FACILITY or keep and maintain public records required by the ACADEMIC INSTITUTION to perform the service. If the FACILITY transfers all public records to the ACADEMIC INSTITUTION upon completion of the contract, the FACILITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FACILITY keeps and maintains public records upon completion of the contract, the FACILITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the ACADEMIC

INSTITUTION by FACILITY, upon request from the ACADEMIC INSTITUTION's custodian of public records, in a format that is compatible with the information technology systems of the ACADEMIC INSTITUTION.


- (v) The failure of the FACILITY to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination of this Agreement, with no penalty to the ACADEMIC INSTITUTION.

**9.14 E-Verify.**

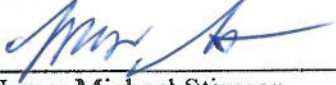
- A. Pursuant to Fla. Stat. § 448.095, FACILITY shall use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/> to verify the employment eligibility of all employees hired during the term of this Agreement.
- B. Subcontractors.
  - (i) FACILITY shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - (ii) Subcontractors shall provide FACILITY with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
  - (iii) FACILITY shall provide a copy of such affidavit to the ACADEMIC INSTITUTION upon receipt and shall maintain a copy for the duration of the Agreement.
- C. FACILITY shall provide evidence of compliance with Fla. Stat. § 448.095 within fifteen (15) days of execution of the Agreement, and going forward as necessary. Evidence may consist of, but is not limited to, providing notice of FACILITY's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and ACADEMIC INSTITUTION may choose to terminate the Agreement at its sole discretion. FACILITY may be liable for all costs associated with ACADEMIC INSTITUTION securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, have executed this Agreement as of the Effective Date.

**ACADEMIC INSTITUTION:**

By:   
Print Name: William J. Mathias  
Title: Board Chairperson  
Date of Signature: 6-28-2021

**FACILITY:**

By:   
Print Name: Michael Stimson  
Title: Chief Nursing Officer  
Date of Signature: 6/14/21


**EXHIBIT A  
SCHEDULE OF PROGRAMS, CONTACTS, AND COURSE OUTLINES**

Effective Date of Exhibit A: \_\_\_\_\_, 20\_\_


ACADEMIC PROGRAMS	ACADEMIC INSTITUTION CONTACT	FACILITY CONTACT	COURSE OUTLINES
Allied Health Assisting (8417130) Nursing Assistant (Acute and Long-Term Care) (8417210)	High School Principal and Frances Celis, Director of College and Career Readiness	Michael Stimson, Chief Nursing Officer 352-253-3333 Michael.Stimson@AdventHealth.com	<a href="https://www.lake.k12.fl.us/departments/teachinglearningandleadership/academic-services/college-and-career-readiness">https://www.lake.k12.fl.us/departments/teachinglearningandleadership/academic-services/college-and-career-readiness</a>  <a href="http://www.fldoc.org/academics/career-adult-edu/career-tech-edu/curriculum-frameworks/2020-21-frameworks/health-science.stml">http://www.fldoc.org/academics/career-adult-edu/career-tech-edu/curriculum-frameworks/2020-21-frameworks/health-science.stml</a>

This Exhibit A is effective as of the Effective Date of Exhibit A identified above and supersedes any and all previous versions of this Exhibit A.

**ACADEMIC INSTITUTION:**

By:   
 Name: William J. Mathias  
 Title: Board Chairperson  
 Date: 6-28-2021

**FACILITY:**

By:   
 Name: Michael Stimson  
 Title: Chief Nursing Officer  
 Date: 7/14/21

## EXHIBIT B

### STUDENT DISQUALIFICATION GUIDELINES — CRIMINAL BACKGROUND

A Student will be disqualified from placement at any Facility or at any premises or facilities of Facility if the Student admits to, or a criminal background check reveals, a conviction or any disposition other than a finding of "not guilty" or a complete dismissal of the charges for one or more of the following generic crimes or their equivalents: The criminal background check must include all cities, counties, and states in which the Student has resided and worked at any time during the preceding SEVEN (7) years.

1. Murder
2. Manslaughter
3. Carjacking
4. Use of a weapon in the commission of a crime
5. Robbery or theft (including, but not limited to, theft by falsification of financial records or embezzlement)
6. Passing worthless checks
7. Credit card fraud/fraudulent use of a credit card
8. Forgery
9. Identity theft
10. Burglary
11. Arson
12. Kidnapping
13. False Imprisonment
14. Home invasion
15. Assault
16. Aggravated assault
17. Battery
18. Aggravated battery
19. Resisting arrest with violence
20. Domestic violence
21. Any stalking offense
22. Rape
23. Sexual battery
24. Trespass for sexual purposes (e.g., peeping)
25. Lewd and lascivious behavior
26. Lewd and lascivious act upon a child
27. Lewd act in the presence of a child
28. Child abuse
29. Child abandonment
30. Child neglect
31. Any other crime involving physical violence or a crime against a child
32. Possession of child pornography
33. Sale, delivery, or trafficking in child pornography
34. Exploitation, neglect, or abuse of a disabled adult or elderly person



35. Sale, delivery, or trafficking in narcotics (drugs)
36. Felony possession of a controlled substance
37. Any other felony level offense involving violation of a drug abuse prevention and control law (including but not limited to felony level possession, sale, purchase, manufacture, or use of controlled substance in violation of applicable law)
38. Felony driving while intoxicated or under the influence of drugs or alcohol
39. Falsification of prescription records
40. Hate crimes
41. Terrorism
42. Escape or attempted escape from incarceration
43. Criminal offense related to healthcare, including but not limited to:
  - a. Abuse, neglect, or exploitation of aged persons, disabled adults, or minor children; a
  - b. Any offense prohibited by any federal or state statutes or regulations relating to healthcare compliance; and
  - c. Any listing of debarment, exclusion or ineligibility for participation in a federal healthcare program.

A Student who admits to, or whose criminal background check reveals, a criminal conviction or any disposition other than a finding of "not guilty" or a complete dismissal of the charges relating to crimes other than those listed above is not automatically disqualified and may be considered for placement at a Facility or at any premises or facilities of Facility based on a case-by-case evaluation, including but not limited to, the following factors: nature of the offense(s); criminal history (pattern/recidivism); remoteness in time of the offense; relevance of offense to position being offered; age at time of offense; and evidence of rehabilitation.