

AFFILIATION AGREEMENT

BETWEEN

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

AND

**FLORIDA HOSPITAL MEDICAL GROUP, INC.
d/b/a AdventHealth Medical Group**

THIS AFFILIATION AGREEMENT, entered into and effective May 10, 2021 (“**Effective Date**”), by and between **THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA** (“**Academic Institution**”), and **FLORIDA HOSPITAL MEDICAL GROUP, INC. d/b/a AdventHealth Medical Group** (“**AHMG**”). The parties are referred to hereunder individually as a “**Party**” and collectively as “**Parties**”.

WHEREAS, Academic Institution desires that individuals (“**Students**”) enrolled in its program(s) as specified in **Exhibit A** obtain administrative training and experience at AHMG;

WHEREAS, AHMG is a large multi-specialty medical group practice, providing a broad range of medical and surgical services;

WHEREAS, AHMG is willing to offer the necessary AHMG facilities, equipment, and staff for approved administrative training and experience (“**Internship**” or “**Internships**”) in recognition of the need to train Students; and

WHEREAS, it is to the benefit of both the Academic Institution and AHMG to cooperate in the educational preparation of Students so as to promote excellence in health care administration, to ensure professional competence, and to provide maximum utilization of community resources.

NOW, THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, Academic Institution and AHMG agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish procedures and guidelines pursuant to which AHMG may provide facilities, equipment and staff for Internships for Students who are in good standing with the Academic Institution and who are accepted for training by AHMG.
2. **TERM AND TERMINATION.** The term of this Agreement shall be through June 2022. This Agreement may be extended or renewed upon advanced written agreement of the Parties hereto. This Agreement may be terminated by either Party upon thirty (30) days prior written notice of a material breach by the other Party, provided such breach is not cured within such thirty (30) day period. This Agreement may be terminated by

either Party without cause upon at least ninety (90) days prior written notice. Notwithstanding the foregoing, however, a Student currently participating in an Internship at the time of termination without cause shall be given the opportunity to finish the Internship at AHMG, provided that this is not intended to alter AHMG's rights under Section 3(m) hereof.

3. **RESPONSIBILITIES OF AHMG.** In accordance with the terms and conditions of this Agreement, AHMG agrees to provide, as may be necessary in the sole discretion of AHMG, premises, facilities, equipment, staff and services involving administrative training experiences for Students in connection with an approved Internship and with an approved preceptor, and AHMG shall:
- a) Be solely responsible for any and all appointments to its staff and faculty.
 - b) Cooperate with the 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 AHMG's policies and procedures. In the event of a conflict, AHMG's policies and procedures will control to the extent permissible under state or federal law.
 - c) Endeavor to comply with all applicable requirements of any accreditation authority over AHMG and certify such compliance upon request by Academic Institution.
 - d) Permit the authority responsible for accreditation of Academic Institution's curriculum to evaluate for consistency with institutional purpose, vision, values and mission the facilities, services and all other items provided by AHMG upon reasonable advance notice.
 - e) Accept Students for Internships, the number of which shall be determined at the sole discretion of AHMG, based upon AHMG's space, administrative needs, appropriateness and availability of approved preceptors, and upon any other considerations as solely and absolutely determined by AHMG. AHMG will have the right, but not the obligation, to interview any potential Students prior to accepting said Student for an Internship.
 - f) Designate a person(s) to serve for AHMG as liaison(s) ("AHMG Liaison"), and provide Academic Institution, in Exhibit B attached hereto, the name of all persons proposed as AHMG Liaison who will:
 - (1) Assist the Academic Institution's coordinating faculty members ("Faculty") with the planning of educational experiences and administrative assignments.
 - (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) Work with the Academic Institution's Faculty to provide preceptors for any Internship for which the Academic Institution requests preceptors reasonably in advance of the Internship. Preceptors selected by AHMG for an Internship will meet such experience, education, and skills requirements as are mutually agreed upon by the Academic Institution and AHMG. AHMG Liaison will work with Faculty in determining the assignment of AHMG preceptors within the Internship(s).
- g) Endeavor to include appropriate members of the Faculty in AHMG meetings or communications when policies to be discussed will affect or are related to the Internship and/or Students, at AHMG's discretion.
- h) Provide Students and, to the extent applicable, Faculty with an orientation of AHMG's facilities or orientation packets about AHMG, 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 AHMG's confidentiality requirements, and if applicable, 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. Where applicable, AHMG will provide Students and, to the extent applicable, Faculty with an orientation of the use of AHMG equipment or technology.
- i) 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 AHMG. Allow Faculty access to the Facilities and where applicable, AHMG equipment or technology for the purposes of coordinating, observing and instruction of Students engaged in educational experiences.
- j) Plan, administer and retain total responsibility for all aspects of administrative assignments and assure qualified supervision of administrative activities.
- k) Provide Faculty and Students with or seek emergency accident care for injuries or illnesses of an acute nature incurred while on duty at an AHMG 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 AHMG.
- l) Not guarantee it will place or maintain placement of any Student at AHMG.
- m) In its sole and absolute discretion at any time, summarily relieve a Student or Faculty from a specific assignment, withdraw any Student or Faculty from its facilities, or request the immediate return of AHMG equipment assigned to a Student or Faculty whose conduct or work with clients, personnel or AHMG

equipment is not in accordance with the policies and procedures of AHMG or is detrimental to others, or for any other reason at the sole discretion of AHMG. AHMG shall use reasonable efforts to notify Academic Institution of any Student or Faculty whose conduct or work with clients, personnel or AHMG equipment is not, in the opinion of AHMG, in accordance with acceptable procedures or standards of performance or otherwise could disrupt AHMG's operation. Academic Institution agrees to immediately communicate and implement as appropriate AHMG's determination to summarily relieve such Student or Faculty from a specific assignment, withdraw such Student or Faculty from AHMG's facilities, or request the immediate return of AHMG's equipment from such Student or Faculty.

- n) 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 or parental consent for minors must be obtained before releasing personally identifiable student education records to anyone other than Academic Institution. Academic Institution agrees to provide guidance to AHMG with respect to complying with the provisions of FERPA and similar state law. AHMG agrees to treat all Student education records confidentially and not to disclose such Student education records except to Academic Institution and AHMG 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 AHMG in the normal course and scope of its 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.
- o) Notwithstanding anything to the contrary in this Agreement, AHMG acknowledges and agrees that Academic Institution will not assign faculty members or agents of Academic Institution to AHMG to administer the Internship or supervise Students. Further, Academic Institution will release Student information or records only after obtaining the Students' authorization for release of such records.
- p) Sponsor a criminal background check for up to ten (10) Students per year to be conducted on the Student prior to the commencement of an Internship. The criminal background check shall include all cities, counties, states, and countries in which the Student has resided in and in which the Student has worked at any time during the past seven (7) years. Attached hereto as Exhibit C is AHMG's "Student Disqualification Guidelines — Criminal Background" to be used in connection with the background checks. AHMG retains the ultimate right to determine if a Student is disqualified.
- q) Sponsor a five (5) panel drug screen for up to ten (10) Students per year to be conducted on the Student prior to the commencement of an Internship. The five

(5) panel drug screen shall consist of amphetamines, marijuana, cocaine, opiates and phencyclidine.

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

- a) Be solely responsible for any and all appointments to its faculty.
- b) Provide course outlines to AHMG that include objectives, goals and classes for each course providing educational experience.
- c) Provide a contact person at the Academic Institution with authority over the program(s) for which Student(s) is training, which contact person is set forth on **Exhibit A** attached hereto.
- d) Provide a letter of good standing to AHMG indicating that each Student, and Faculty if applicable, is current on all immunizations prior to his/her participation in the Internship. Academic Institution will maintain required immunization records in support of the letter of good standing. Students and Faculty must have current immunizations including:
 - Varicella
 - Hepatitis B (or signed waiver if refused)
 - MMR
 - If titer is negative for Varicella, Student must receive Varicella vaccine.
 - Tuberculosis ("**TB**") test (current within one year). Academic Institution will notify AHMG of any positive TB results. If Student has positive TB results, Academic Institution will provide confirmation that Student has a negative chest x-ray.
 - Current flu shot or wear a mask during the months of December, January, February, and March.
- e) Require Students to cooperate with AHMG in conducting a criminal background check on the Student prior to the commencement of an Internship. The criminal background check shall include all cities, counties, states, and countries in which the Student has resided in and in which the Student has worked at any time during the past seven (7) years. Attached hereto as **Exhibit C** is AHMG's "Student Disqualification Guidelines — Criminal Background" to be used in connection with the background checks. AHMG retains the ultimate right to determine if a Student is disqualified.
- f) Require Students to cooperate with AHMG in conducting a five (5) panel drug screen on the Student prior to the commencement of an Internship. The five (5)

panel drug screen shall consist of amphetamines, marijuana, cocaine, opiates and phencyclidine.

- g) Present Students for Internships who, in the discretion of the Academic Institution, have adequately fulfilled the prerequisites for the Internship.
- h) Provide AHMG in writing the names of the Students assigned by Academic Institution to participate in the Internship prior to the beginning of the Internship.
- i) Provide the services of a Faculty member or other Academic Institution liaison who will:
 - (1) Plan, in conjunction with staff member(s) of AHMG or its designee(s), the educational experiences that will fulfill the educational requirements of the Program curriculum; and
 - (2) Meet with staff member(s) of AHMG or its designee(s) as necessary to discuss the quality of the educational experiences and any problems which may have arisen in the provision of those experiences.
- j) Require Students and Faculty to comply with the applicable policies and procedures of AHMG as well as all applicable federal, state and local laws, rules and regulations during the course of their participation in the Internship.
- k) Require Students and Faculty to obtain prior written approval of both Parties before publishing or posting any material related to the learning experience provided under the terms of this Agreement.
- l) Establish and maintain for each educational Internship, curriculum standards and educational policies that meet Academic Institution standards and applicable licensing and accreditation requirements.
- m) Retain overall responsibility for Students' educational program and administer, organize and operate the overall educational program and retain responsibility for the education of Students in and for the Academic Institution's program curriculum, its design, delivery, and quality.
- n) Require Students to follow the appropriate dress code while on duty with AHMG, including wearing the required AHMG identification badge. Students not wearing the appropriate identification or attire will not be allowed to participate in the Internship.
- o) Require Students and Faculty to maintain the confidentiality of all records or information exchanged in the course of the Internship in accordance with AHMG policies and all applicable federal and state laws, rules and regulation, including HIPAA.

- p) Will not guarantee it will place or maintain the placement of any Student at AHMG.
- q) Upon receipt of AHMG's notice of a Student or Faculty whose work or conduct with clients, personnel or AHMG equipment is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt AHMG's operations, evaluate such Student's or Faculty's conduct and take appropriate action. It is understood that, if AHMG takes action under provisions of Section 3(m) above, that the Student's or Faculty's participation in the Internship at AHMG shall immediately cease, subject to being resumed only with the mutual written agreement of Academic Institution and AHMG.
- r) Ensure and provide verification to AMHG that all Students and Faculty who will be at AHMG facilities have valid health insurance to cover any and all injuries incurred during educational activities and that such injuries of any Student or Faculty shall be paid for through the Faculty's or Student's personal health insurance plan, or as appropriate, through such Faculty's or Student's own resources. Personal health insurance coverage for Faculty or Students shall not be the responsibility of AHMG.
- s) Intentionally omitted.
- t) Require Students to attend the onboarding training mandated by AHMG prior to their participation in the Internship. Academic Institution agrees that a Student shall not be allowed to participate in the Internship until the Student has attended such training.

5. INDEPENDENT CONTRACTOR/STUDENT STATUS.

- a) The relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither Party shall have the power to bind the other Party or contract in the name of the other Party. 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 Party.
- b) Students shall participate in the Internship hereunder for the sole consideration of obtaining an educational experience. Each Party agrees that the Students will be in a learning situation 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 any AHMG employee, nor shall Student perform any of the duties normally performed by an employee of AHMG except such duties as are a part of their training and are performed by the Student under the supervision of an AHMG employee. Students are not entitled to a job at the completion of the educational experience. AHMG derives no immediate advantage from the activities of the Students, and on occasion its

operations may actually be impeded. No Student in the Internship will be deemed to be an employee, agent or volunteer of AHMG by virtue of participation in the Internship, nor will AHMG be liable for the payment of any wage, salary, or compensation of any kind for service provided by the Students while participating in the Internship. To the extent permitted by Florida law, the Academic Institution shall indemnify, defend and hold AHMG harmless from and against 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 AHMG's Worker's Compensation, social security, or unemployment compensation programs while participating in the Internship.

6. INSURANCE AND INDEMNIFICATION.

- a) Insurance of Academic Institution. Academic Institution agrees that it shall maintain general liability insurance with a single limit of no less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate, and other appropriate insurance to cover the activities contemplated herein, including Worker's Compensation coverage as required by law. Academic Institution further agrees that it will keep such insurance in full force and effect during the Term of this Agreement. Academic Institution shall provide AHMG with a certificate of insurance evidencing such coverage upon AHMG's request. Academic Institution shall give AHMG written notice within ten (10) days prior to any changes, modification, cancellation or non-renewal of such insurance. Such coverage may be provided through a program of self-insurance.
- b) Insurance of AHMG. AHMG agrees that it shall maintain general liability insurance with a single limit of no less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. AHMG further agrees that it will keep such general liability insurance in full force and effect during the Term of this Agreement. AHMG shall provide Academic Institution with a certificate of insurance evidencing such coverage upon Academic Institution's request. AHMG shall give Academic Institution written notice within ten (10) days prior to any changes, modification, cancellation or non-renewal of such insurance. Such coverage may be provided through a program of self-insurance.
- c) Indemnification by Academic Institution. To the extent permitted by Florida law, Academic Institution agrees to indemnify and hold AHMG, its directors, agents, representatives, and employees, harmless from and against any and all claims, damages, costs and expenses, including attorney's fees and paraprofessionals' fees, arising in connection with any negligent acts or omissions by the Academic Institution or the Students in the performance of their obligations under this Agreement.
- d) Indemnification by AHMG. AHMG agrees to indemnify, defend and hold harmless Academic Institution from and against any and all claims, damages, costs, and expenses, including reasonable attorneys' fees and paraprofessionals' fees, arising in connection with any negligent acts or omissions by AHMG in the

performance of its obligations under this Agreement or by Students who are acting at the direction of AHMG or its employees, agents and/or staff.

7. MISCELLANEOUS.

- a) 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 Party, provided however, that either Party may assign this Agreement to an entity that controls, is controlled by or under common control with such Party.
- b) 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.
- c) 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.
- d) Administration of Agreement. The Superintendent of Schools or his/her designate and the Chair of the Education Committee of AHMG or his/her designate 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 Superintendent of Schools and the Chair of the Education Committee of AHMG or their respective designate.
- e) Applicable Law. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.
- f) Entirety of Agreement. This Agreement contains the entire Agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.
- g) Cooperation. A Party will reasonably cooperate with the other Party and its counsel in the defense of any claims against a Party 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.
- h) Amendments and Modifications to Agreement. All amendments and modifications to this Agreement shall be made by written mutual consent of both Parties.
- i) Counterparts. This Agreement may be executed in two or more counterparts, including facsimile or via electronic mail, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The counterparts of this Agreement and all Schedules and Exhibits may be executed and delivered by facsimile or other electronic means by either of the Parties to the other Party and the receiving Party may rely on the receipt of such

document so executed and delivered by facsimile or other electronic means as if the original had been received.

- j) **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.
- k) **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:

AHMG Representative: Florida Hospital Medical Group
d/b/a AdventHealth Medical Group
2600 Westhall Lane, 4th Floor
Maitland, FL 32751
Attn: Chief Operating Officer

Academic Institution
Representative: The School Board of Lake County, Florida
c/o Director, College & Career Readiness
201 West Burleigh Boulevard
Tavares, FL 32778

l) **Public Records**

A. IF AHMG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AHMG'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. AHMG 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, AHMG 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) AHMG 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 AHMG does not transfer the records to the ACADEMIC INSTITUTION.
- (iv) Upon completion of this Agreement, AHMG shall transfer, at no cost, to the ACADEMIC INSTITUTION all public records in possession of AHMG or keep and maintain public records required by the ACADEMIC INSTITUTION to perform the service. If AHMG transfers all public records to the ACADEMIC INSTITUTION upon completion of the contract, AHMG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AHMG keeps and maintains public records upon completion of the contract, AHMG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the ACADEMIC INSTITUTION by AHMG, 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 AHMG 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.

m) E-Verify

- A. Pursuant to Fla. Stat. § 448.095, AHMG 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. AHMG shall not use any subcontractors to perform work under this Agreement.
- C. If ACADEMIC INSTITUTION has a good faith belief that AHMG has knowingly violated Fla. Stat. § 448.095, and if requested by ACADEMIC INSTITUTION, AHMG shall provide evidence of compliance with Fla. Stat. § 448.095. Evidence may consist of, but is not limited to, providing

notice of AHMG's E-Verify number, but shall exclude any information that would violate state or federal law if disclosed.

- 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.

[SIGNATURE PAGE FOLLOWS]

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

AHMG:


**FLORIDA HOSPITAL MEDICAL GROUP
d/b/a AdventHealth Medical Group**

By: ^{DocuSigned by:} Warren Wylie II
CE8D3B7A67E74B2...
Warren W. Wylie II, Chief Operating Officer

Date: 8/27/2021

ACADEMIC INSTITUTION

**THE SCHOOL BOARD OF LAKE
COUNTY, FLORIDA**

By: 

Name: William J. Mathias

Title: Chairman

Date: 5-10-2021

EXHIBIT A

**ACADEMIC INSTITUTION'S PROGRAMS
AND CONTACT PERSON**

Program: East Ridge High School

Contact: Dr. Lynn Reich-Johns

Phone #: 352-253-6772

Program: Lake Minneola High School

Contact: Dr. Lynn Reich-Johns

Phone #: 352-253-6772

Program: Leesburg High School

Contact: Dr. Lynn Reich-Johns

Phone #: 352-253-6772

Program: South Lake High School

Contact: Dr. Lynn Reich-Johns

Phone #: 352-253-6772

Program: Tavares High School

Contact: Dr. Lynn Reich-Johns

Phone #: 352-253-6772

EXHIBIT B

**AHMG LOCATION
AND LIAISON CONTACT INFORMATION**

AHMG Location: 1000 Waterman Way, Tavares, Florida

Contact: Frances Bailey – Education Program Manager

Phone #: 407-200-2545

Email: Frances.Bailey@AdventHealth.com

EXHIBIT C

Student Disqualification Guidelines — Criminal Background

The criminal background check must include all cities, counties, states, and countries in which the Student has resided and worked at any time during the preceding seven (7) years.

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 is not automatically disqualified and may be considered for placement at an AHMG 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.