SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
March 26, 2024

AGENDA

Call to Order – 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Middle School

Special Recognition by the Superintendent

District Spelling Bee Winners

- Gavin Grinnell (Westwood Christian School, 6th grade) – First Place
- Amyah James (Branford High School, 8th grade) – Runner Up

Suwannee High School

- Girls' Weightlifting Team – State Champions, District 4, Region 1, Class 1A
- Girls' Weightlifing Team – Individual State Champions, for School District, District 4, Region 1, Class 1A

Anyone present may approach the Board concerning any item on this agenda, in accordance with the following Citizen Input information:

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

Board members may pull any item on the Consent Agenda for discussion and separate action at this time.

The Superintendent recommends approval to adopt the Agenda.

CONSENT AGENDA

The Superintendent recommends approval of the Consent Agenda.

1. The Superintendent recommends approval of the following Minutes: **(pgs. 6-32)**

February 13, 2024	- Workshop Session
	- Special Meeting
February 27, 2024	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for February 2024.

3. The Superintendent presents the following bills for the period February 1-29, 2024:

General Checking Account	
General Fund 1000	$ 584,041.55
LCI Fund 3200	137,549.53
Food Service Fund 4100	78,069.50
Federal Fund 4200	247,235.01
ESSER III - ARP 4450	7,854.88
OTHER ARP ACT RELIEF 4460	62.98
SELF INS – 7110	493.62
Total	$ 1,055,307.07
Payroll Checking Account	
General Fund 1000	$ 3,539,887.24
Food Service Fund 4100	126,408.13
Federal Fund 4200	469,133.69
ESSER III - ARP 4450	97,996.83
OTHER ARP ACT RELIEF 4460	2,703.01
Total	$ 4,236,128.90
Total	$ 5,291,435.97

4. The Superintendent recommends approval of the following budget amendments for the fiscal year 2023-2024:

General	LCIF	Special Revenues
I-8	III-8	IV-4/ ESSER III
		IV-8/Federal
		IV-7/Food Service

5. The Superintendent recommends approval of the following contracts/ agreements for the 2023-2024 school year: (RENEWAL) (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2024-88 Clinical Education Affiliation Agreement between the Suwannee County School Board, through RIVEROAK Technical College, and Doctor's Memorial Hospital, Inc., Perry, Florida, for Patient Care Technician, Practical Nurse Education, Pharmacy, Phlebotomy, Certified Nursing Assistant, and Surgical Technology Programs (*Renewal/Revised*) **(pgs. 33-46)**

#2024-93 Clinical Education Healthcare Support Staff Externship Training Agreement between the Suwannee County School Board Pharmacy Technology Program and CVS Health, Inc. (*Renewal/Revised*) **(pgs. 47-71)**

6. The Superintendent recommends approval of the following Controlled Open Enrollment transfers for the 2024-2025 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Addison	Folsom	Suwannee	Lafayette	11

7. Expulsions

a. **Case #2324-23**: The Superintendent recommends expulsion of the student through the remainder of the 2023-2024 school year and all of the 2024-2025 school year. (*Final Action*)

8. The Superintendent recommends approval of Public Official Bonds for the individuals listed below. (These bonds have been reviewed by Board Attorney Leonard Dietzen.) **(pgs. 72-75)**

Public Official Bonds – Chairman/Vice Chairman
Jerry Taylor, Chairman (November 2023 – November 2024)
Ed daSilva, Vice Chairman (November 2023 – November 2024)

9. Human Resources Transactions **(pgs. 76-80)**

REGULAR AGENDA

1. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School District Secondary Student Progression Plan for 2023-2024. (Copies are available for review in the office of the Director of Curriculum and Instruction.)

2. The Superintendent recommends approval of the following contracts/agreements for the 2023-2024 school year: (NEW) (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2024-90	Master Services Agreement between Suwannee County School Board and Employer Direct Healthcare, LLC, for facilitation of non-emergent medical services through the Surgery Plus Program (*New*) **(pgs. 81-100)**
#2024-94	Agreement between the Suwannee County School Board and CENTEGIX to install, program, configure, and commission CENTEGIX Safety Platform Equipment and Software (*New*) **(pgs. 101-118)**

3. The Superintendent recommends approval of the following personnel item for the 2023-2024 school year:

   a. Ten (10) day laborers to work on summer projects under the direction of the Director of Facilities

4. Comments from Student Ambassadors

5. Legal Counsel's Report

6. Superintendent's Report

7. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
February 13, 2024

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

Administrators and others present: Jennifer Barrs, Amy Boggus, Tammy Boggus, Bill Brothers (arrived at 9:10 a.m.), Gary Caldwell (arrived at 9:25 a.m.), Leigh Fernald, Ronnie Gray, Jillian Herron, Angel Hill, Malcolm Hines, Michele Howard, Mary Keen, Jeff Lee, Audrey Marshall, Dee Dee McManaway, Lorie Norris, Haley Radford, Kecia Robinson, Keith Stavig, Angie Stuckey, Marsha Tedder, Julie Ulmer, Terry (T.J.) Vickers, Kelly Waters, Jimmy Wilkerson, Josh Williams, Kelli Williams, and Laura Williams. Also present were Representatives Glen Little and Daniel Tillman from Acentria Public Risk Partners Corporation/ The Jordan Agency, and Janene Fitzpatrick. Career & Technical Education (CTE) instructors Deborah Colemen, Greta Thornton, and Stacy Young, as well as CTE students Lindsleigh Carte, Ainsley Pack, Katy Taylor, and Aubrey Wood were present during Mrs. Keen's presentation.

Chairman Taylor called the meeting to order at 9:00 a.m. and led the pledge.

Health Insurance Update .....Representatives of Acentria Public Risk Partners Corporation/The Jordan Agency

Representatives of Acentria Public Risk Partners Corporation/The Jordan Agency provided an update and distributed/reviewed the 2024 Benefits Renewal Program handout. They advised that the Surgery Plus program will be added this year; final Board approval of employee health insurance plans is scheduled for the end of the month.

Chief Financial Officer Department Update .....Marsha Brown

Mrs. Brown provided the following updates:

- Distributed a job description for a Wellness Specialist Coordinator. She stated the success of the Employee Wellness Center has brought a lot of extra work to the Finance Department. She discussed the duties required and future plans for the Employee Wellness Center. Mrs. Brown proposed to hire an individual to manage the daily operations of and promote the Employee Wellness Center. She stated approval of the new position will be on the February 27 Board meeting agenda.
- Explained how the budget process will work this year.

Assistant Superintendent of Instruction ..... Jennifer Barrs
Department Update

Mrs. Barrs provided updates on the following items:

- Out-of-field list contained in today's Special Meeting agenda packet.
- SCSD 2024-2025 School Calendar - the approved calendar provided 175 instructional days, instead of 174 days. January 6 was changed to a teacher workday and will be an additional day of Christmas break for students. Also, the April 21 PD Day had been omitted as a listed holiday for students on the second page of the calendar; this was corrected. Approval of the revised calendar is planned for the February 27 Board meeting.
- Handouts were provided regarding new Policies 4.12, Instructional Materials Selection, and 4.13, Educational Media Materials Selection, along with the following forms:
  - #7200-146 Duties and Responsibilities of District Instructional Materials Review Committee
  - #7200-147 Objection to Instructional Materials Adoption
  - #7200-148 Specific Material Objection Form
  - #7200-149 District Review Committee Checklist for Reconsideration of Library Media
  - #7200-150 Media Center/Classroom Library Book Access Form
- New, required process for instructional and media materials, as well as upcoming presentations and meetings.
- Federal Programs personnel provided the following PowerPoint updates:
  - Title I, Part A — Kecia Robinson
    Improving the Academic Achievement of the Disadvantaged (handout only)
  - Title I, Part C, Migrant Education — Angel Hill
  - Title 3, Part A, ELL — Angel Hill
  - Title IX, Homeless — Angel Hill
  - Title II, Part A, Supporting Effective Instruction — Kelli Williams
  - Title IV, Part A — Keith Stavig
    Student Support & Academic Achievement

- 21st CCLC — Keith Stavig
- Computer Science Bonus (not a federal grant) — Keith Stavig
- Computer Science Teacher Certification (not a federal grant) — Keith Stavig

(Note: Mrs. Stuckey's presentation was moved to the first item on the agenda after the lunch break)

Director of Career, Technical, and Adult ..... Mary Keen
Education Department Update

Mrs. Keen introduced CTE program students Lindsleigh Carte, Ainsley Pack, Katy Taylor, and Aubrey Wood. Each student addressed the Board.

The CTE proclamation was read aloud by Ms. Taylor.

Mrs. Keen provided updates on the following:

- CTE Programs at RTC.
- Legislative funding.
- Status of grants.
- FFA national awards recently received by the SMS and BHS chapters.
- Upcoming programs – Advanced Manufacturing and Industrial Machinery Mechanics.
- Upcoming contract with Operation Next Program, supported through LIFT; an initiative of Governor Desantis that focuses on veterans and those needing retraining.
- Career Fair and Program Showcase will be held on Thursday, February 15, from 9:00 a.m. – 1:30 p.m.

The workshop recessed at 12:06 p.m. and resumed at 1:15 p.m.

Continuation of updates from Federal Programs personnel:

- Title V, Rural & Low Income Schools (no handout or PowerPoint) — Angie Stuckey

APPTEGY Update ..... Terry (T.J.) Vickers

Mr. Vickers provided a PowerPoint presentation regarding the APPTEGY/Thrillshare platform/app, which is under construction and will replace The Digital Bell and One Call Now. He stated the current webpage is outdated and unreliable and explained APPTEGY/Thrillshare will provide better, more consistent support to improve

effectiveness. Mr. Vickers stated that training of school coordinators was conducted on January 29; training of district level departments will take place soon, and the projected launch date is March 25.

Human Resources Department Update .....Bill Brothers

Dr. Brothers provided the following updates:

- Level II clearance associated with revised Policy #3.13, School Volunteers, is slated for implementation in August.
- Distributed job descriptions of the Human Resources Director and Director of School Safety and Other Administrative Services/Title IX Coordinator, which need to be updated.
- Distributed and discussed proposed revisions to the current *Salary Schedule, Confidential Employees 2023-2024 Secretarial and Other Personnel*, by moving the Personnel Specialist position from Classification Level 1A to Classification Level 1AA, and adding the new Wellness Specialist Coordinator position under Classification Level 1C.

Facilities Department Update.....Ethan Butts

Mr. Butts provided updates on the following projects:

- Branford Elementary – there is still no estimated time of delivery for the chiller, so may not happen this summer.
- Suwannee Riverside Elementary – installation of rooftop AC units is underway.
- Suwannee Middle School – last wing of the flooring project will be done this summer.
- Suwannee High School - track project is a go; the initial part is slated to begin when school lets out in June. This will be a six-eight month project. Rubberizing, fencing, and lights will follow.
- RIVEROAK Technical College - expect to hire a project manager for the construction of the new nursing building in June/July. Completion of plans is estimated to take place in May. At that time, construction can be bid out. Estimated occupancy would be in the 2025-2026 school year.
- Suwannee High School Baseball Field - scoreboard will be delivered on Thursday.

Superintendent Update ..... Ted Roush

Superintendent Roush provided the following updates:

- Thanked staff who shared informative presentations earlier in the workshop.
- Publicly apologized for comments made at the recent TOY banquet, as he failed to recognize all staff who contributed to the success of the hurricane effort.
- Advised that the regular Board meeting will be held on February 27 at 6:00 p.m. at Branford Elementary. At 5:00 p.m. that same day there will be a brief ceremony unveiling the new Senator Charles Williams Lane sign.
- Thanked CFO Marsha Brown, Leigh Fernald, and District coordinators for managing the $18,000,000 federal programs budget, as it is a heavy lift.
- Distributed handouts proposing changes to SCSB Policy 2.021, Superintendent's Compensation. These revisions would return the Superintendent's salary to 92 percent of the Sheriff's salary. Also distributed was historical data on the State Economic Research (EDR) salary of the Superintendent of Schools, Sheriff, and constitutional officers, as well as recent legislation that would have allowed Tax Collectors and Superintendents to receive 92 percent of the Sheriff's salary; the portion of the bill that included Superintendents was removed last week. He pointed out the difference in the amount of employees/budgets for the Tax Collector and Superintendent positions. Board members were interested in moving forward to further discuss the issue at a future workshop and commented that the State legislature needs to make fair changes.

Mr. Taylor advised that Secretary to the Superintendent/School Board Robinette Odom recently contacted the Florida School Board Association (FSBA) regarding the correct method Board members should follow when pulling an item from the consent agenda to be voted on as a separate item. Mrs. Odom explained that if a Board member wants to pull an item from the consent agenda to be voted on as a separate item, the time to do so is when the regular agenda is adopted.

Mr. Taylor stated the recent TOY/SREOY banquet was great. He commented that the District TOY and District SREOY winners are very deserving and believes that a monetary gift of at least $1,000 for the District TOY, with a comparable monetary gift for the District SREOY, is appropriate.

The workshop adjourned at 3:17 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
February 13, 2024

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were: Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

Chairman Taylor called the meeting to order at 3:21 p.m.

MOTION by Mr. Alcorn, second by Mr. Crawford, for approval to adopt the agenda. MOTION CARRIED UNANIMOUSLY

1. MOTION by Mr. daSilva, second by Mr. White, for approval of the following contracts/agreements for the 2023-2024 school year: (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

   MOTION by Mr. daSilva, second by Mr. Alcorn, to AMEND the motion and vote on each contract separately. MOTION CARRIED UNANIMOUSLY

   MOTION by Mr. White, second by Mr. Crawford, as follows:

   #2024-79 Athletic Training and Service Agreement between Suwannee County School Board and the University of Florida Board of Trustees (Note: This is an amendment to Contract #2024-70, which was previously Board approved on December 12, 2023.) (*New*) **(pgs. 2-29)**

   MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Alcorn, second by Mr. daSilva, as follows, along with changing the date from June 30, 2023, to June 30, 2024, on page 10, and removing "by the" on page 11 (Exhibit A).

#2024-80 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and H2 Holdco Inc. for athletic training services (*Renewal/Revised*) **(pgs. 30-60)**

MOTION CARRIED UNANIMOUSLY

MOTION by Mr. daSilva, second by Mr. Crawford, as follows:

#2024-81 Amendment to the Master Services Agreement between Navigate Wellness, LLC, d/b/a Navigate Wellbeing Solutions ("Navigate Wellness") and the Suwannee County School District (Note: This is an amendment of the Master Services Agreement previously approved by CFO on April 26, 2021.) (*Renewal/Revised*) **(pgs. 61-118)**

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. White, to approve the following expulsion:

   a. **Case #2324-08**: Expulsion of the student through the remainder of the 2023-2024 school year and all of the 2024-2025 school year. (*Final Action*)

   MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. White, second by Mr. Crawford, for approval of the following Human Resources Transactions: **(pgs. 119-122)** MOTION CARRIED UNANIMOUSLY

Out of Field Teachers February 2024, Board Approved 02/13/2024					
Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
Browning	Lyndsey	BES	Elementary Education 2nd Grade	Elementary Education K-6, Reading Endorsement	ESOL
Davidson	Kelly	BES	Elementary Education KG	Prekindergarten Primary	Reading Endorsement, ESOL
Hewett	Suzanne	BES	Elementary Education 3rd Grade	Elementary Education K-6	ESOL
Torrese	Samantha	BES	Elementary Education 3rd Grade	Elementary Education K-6	ESOL
Williams	Kimberly	BES	Elementary Education 2nd Grade	Elementary Education 1-6, Reading Endorsement	ESOL
Baez	Nichole	BHS	Algebra 1 Honors, Algebra 1, M/J Pre-Algebra	Social Science 6-12	Algebra 1 Honors, Algebra 1, M/J Pre-Algebra, ESOL
Brown	Eddie	BHS	Welding 1, 2, 3, & 4	District Certification In Welding	ESOL
Cannon	Erin	BHS	Math for College Liberal Arts, Foundational Skills Math 6-8, Foundational Skills Math 9-12	Mathematics 5-9, Elementary Education K-6, ESE K-12	Math for College Liberal Arts
Combee	Tracy	BHS	Access HS Content	ESE K-12, PreKPrimary Age 3-Grade 3, ESOL Endorsement, Reading Endorsement	Access Courses, Elementary Education
Gebo	Taylor	BHS	Intro to Ag and CP, Ex of Agriscience, Intro to Ag, Orien to Agscience	Agriculture 6-12	ESOL
Mccallister	Michael	BHS	M/J Fitness Grade 6, M/J Ind/Dual Spt. Grade 8, M/J Team Sports Grade 7, Indiv/Dual Sports 2, Team Sports 2, Rec	Elementary Education K-6, Physical Education K- 12, & ESE K-12	ESOL
McClendon	William	BHS	M/J Band 1, 2, & 3, Instru Tech, M/J Chorus 1, 2, 3, Chorus 1, Band 1, 2, 3, 4, 5, Intensive Reading 1 & 4	English 6-12, Music K-12	ESOL, Reading Endorsement
Parish	Katherine	BHS	World History Honors, World History, US History, US History Honors	Social Science 6-12	ESOL
Stewart	Eli	BHS	Environmental Science, Chemistry 1 Honors	Biology 6-12	Chemistry 1 Honors, ESOL
Walker	Benjamin	BHS	Math Data and FIN LIT, Math Data and FIN LIT Honors	Social Science 6-12	Math Data and FIN LIT, Math Data and FIN LIT Honors, ESOL
Allen	Brandy	CBI	All Academic Areas, ESE courses	Social Science 6-12	All Academic Areas, ESE courses

Out of Field Teachers February 2024, Board Approved 02/13/2024					
Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
Francisco	Melissa	CBI	M/J Language Arts 2, M/J Grade 7 Math, M/J Comp. Science 2, Language Arts Grade 1, M/J Civics, Science Grade 1, M/J Intensive Reading 1, Social Studies 1	Business Education 6-12	M/J Language Arts 2, M/J Grade 7 Math, M/J Comp. Science 2, Language Arts Grade 1, M/J Civics, Science Grade 1, M/J Intensive Reading 1, Social Studies 1
Marrero Guerra	Jazmin	CBI	Access English 3, Access Geometry, Access Earth/Space Science, Access US History, Access Hope 9-12	Spanish K-12, ESE K-12, Reading/E	Access English 3, Access Geometry, Access Earth/Space Science, Access US History, Access Hope 9-12
Baker	Darnell	RTC	Masonry	District Certification in Masonry	ESOL
Bispham	Kyla	RTC	Health OCC	District Certification Reg Nurse	ESOL
Bruening	Olivia	RTC	Masonry	District Certification in Masonry	ESOL
Dickinson	Charles	RTC	Automotive	District Certification in Automotive	ESOL
Holmes	LaDonna	RTC	Culinary 1	District Certification in Culinary	ESOL
Mercer	Brayden	RTC	Welding	District Certification in Welding	ESOL
Chaney	Chelsey	SHS	Art	Social Science 6-12, ESE K-12	Art
Connor	Courtney	SHS	ACCESS High School Content	Elem Education K-6, Pre-K/Prim. Ed, ESE K-12, Reading/E	ESOL
Curls	Darrell	SHS	Alg 1 A, Math for Data Financial Literacy	Mathematics 5-9	Math for Data Financial Literacy
Gaddy	Joseph	SHS	Social Media 1, Individual Dual Sports 1 & 3, Team Sports 1, Recreation	PE K-12, Social Science 6-12	Social Media 1
Leal	Marisley	SHS	English 1, Intensive Reading 1	Elementary Education K-6, Biology 6-12, English 6-12	ESOL
Mosteller	Christina	SHS	Journalism 1, 2, 3, 4, World History Honors	English 5-9, General Science 5-9, Social Science 5-9	Journalism 2, 3, 4
Mudd	Marie	SHS	Geometry	Mathematics 5-9	ESOL
Romulo Vazquez	Guadalupe	SHS	Spanish 1, Spanish 2	Elementary K-6	Spanish 1, Spanish 2, ESOL
Wiggins	Vance	SHS	World History	Social Science 6-12, Math 5-9	ESOL
Bass	Travis	SMS	M/J Math 7th Grade, M/J Math 8th Grade Pre-Algebra	Mathematics 5-9	ESOL
Hurst	Logan	SMS	M/J Language Arts 2, M/J Language Arts 3	Elementary Education K-6, Reading Endorsement, English 6-12	ESOL
Menhennett	Cody	SMS	M/J Language Arts 3	English 6-12	ESOL
Poole	Heather	SMS	M/J Comprehensive Science 2	Long Term Sub-Department of Education Certification Pending	M/J Comprehensive Science 2

Out of Field Teachers February 2024, Board Approved 02/13/2024					
Last Name	**First Name**	**School**	**Assignment**	**Area of Certification**	**Out of Field Certification Areas**
Smith	Jared	SMS	M/J Engaged Citizenship Through Service Learning 1	Social Science 5-9	ESOL
Weaver	Brittany	SMS	Access M/J Language Arts 1- 3, Access M/J Math 6-7, Access M/J Pre-Alg. GR. 8, Access M/J Comp. Science 1-3, Access M/J Civics, Access M/J US History & World History, M/J Intens. Reading 1, U Skills 6-8	English 6-12 & ESE K-12	Access M/J Math 6-7, Access M/J Pre-Alg. GR. 8, Access M/J Comp. Science 1-3, Access M/J Civics, Access M/J US History & World History, ESOL
Allen	Brandy	SOS	English 1-4, Algebra 1A-B, Algebra 2, Math for College Liberal Arts, Geometry, Biology, Environmental Science, Physical Science, US History, World History, Intensive Reading 1,2,3,4, Intro to Art History, HOPE, Team Sports 1, M/J Language Arts,M/J Math 7, M/J Civics	Social Science 6-12	English 1-4, Algebra 1A-B, Algebra 2, Math for College Liberal Arts, Geometry, Biology, Environmental Science, Physical Science, M/J Language Arts, M/J Math 7, M/J Civics, Intensive Reading 1,2,4, Intro to Art History, HOPE, Team Sports 1, ESOL
Bonk	Amber	SOS	Language Arts Grades 3-5, Math Grades 3-5, Science Grades 3-5, Social Studies Grades 3-5, PE Grades 4-5, Elementary Recess, M/J Language Arts, M/J Math, M/J Comp. Science, M/J World History, M/J Intensive Reading 1	ESE K-12	Language Arts Grades 3-5, Math Grades 3-5, Science Grades 3-5, Social Studies Grades 3-5, PE Grades 4-5, Elementary Recess, M/J Language Arts, M/J Math, M/J Comp. Science, M/J World History, M/J Intensive Reading 1, ESOL

Out of Field Teachers February 2024, Board Approved 02/13/2024					
Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
Carney	Sarah	SOS	English Grades 1-4, M/J Language Arts 3, Algebra 1-A, Algebra 2, Geometry, Math College Algebra, M/J Pre-Algebra Grade 8, Biology 1, Econ Fin Lit, Environmental Science, M/J Comprehensive Science 3, Physical Science, Intensive Reading 1-4, Intro to Art History, M/J US History & Car Plan, UG Government, US History, World History, Art in World Cultures, HOPE, M/J Ind/Dul Sports Grade 8, Team Sports 1-2, Car Res and Dec MKG, Indiv/Dual Sports 1, M/J Intensive Reading 1	Social Science 6-12, English 6-12, ESE K-12	Algebra 1-A, Algebra 2, Geometry, Math College Algebra, M/J Pre- Algebra Grade 8, Biology 1, Environmental Science, M/J Comprehensive Science 3, Physical Science, Intensive Reading 1-4, Intro to Art History, Art in World Cultures, HOPE, Team Sports 1-2, Indiv/Dual Sports 1, ESOL
Gustavson	Chantal	SOS	Elementary Education Grades 1-3	Biology 6-12, Math 6-12, French K-12, Integrated Curriculum 5-9, Elementary Education K-6, ESE	ESOL
Thompson	Keifer	SOS	English 1, 2, 4, M/J ELA 1-3, Alg 1A, Algebra 2, Geometry, M/J Math 6,7, 8, Biology, Environmental Science, M/J Comp Science 1-3, Physical Science, M/J Civics, M/J US History & Car Plan, M/J World History, M/J US History, Team Sports, US History, US Government, World History, HOPE, Into to Art History, M/J Intensive Reading, Intensive Reading 1-4, M/J Team Sports, Personal Fitness, M/J Fitness	Social Science 6-12	English 1, 2, 4, M/J ELA 1-3, Alg 1A, Algebra 2, Geometry, M/J Math 6,7, 8, Biology, Environmental Science, M/J Comp Science 1-3, Physical Science, Team Sports, HOPE, Into to Art History, M/J Intensive Reading, Intensive Reading 1-4, M/J Team Sports, Personal Fitness, M/J Fitness, ESOL
Wallace	Tracy	SOS	M/J Language Arts 1-3, M/J Math 6-7, M/J Pre-Algebra 8, M/J Comprehensive Science 1-3, M/J Civics, M/J US History & Car Plan, M/J World History, M/J Compre PE 7-8, M/J Intensive Reading 1, HOPE, M/J Fitness 6, M/J Ind/Dual Sports 8, M/J Team Sports 7, Algebra 1 Honors	Elementary Education K-6, Reading Endorsement, ESOL Endorsement	M/J Language Arts 2- 3, M/J Math 7, M/J Pre-Algebra 8, M/J Comprehensive Science 2-3,HOPE, Algebra 1 Honors

Out of Field Teachers February 2024, Board Approved 02/13/2024					
Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
Bazzell	Katelyn	SPE	Elementary Education Grade K	Prek Primary	ESOL
Buchanan	Kimberly	SPE	Elementary Education 3rd Grade	Elementary K-6	ESOL
Diaz	Janet	SPE	Elementary Education Grade K	Social Science 6-12	Elementary Education, ESOL
Hurst	Nikolas	SPE	Physical Education	Physical Education K-12	ESOL
Law	Amanda	SPE	Elementary Education 1st Grade	PreK Primary Age 3-Grade 3	ESOL
Lora	Solangel	SPE	Elementary Education 2nd Grade	Elementary Education K-6	ESOL
McCormick	Shannon	SPE	Elementary Education 4th Grade	Elementary Education K-6	ESOL
Perrin	Wendy	SPE	Pre-K Disabled 3-5, Language Arts Grade K, Math Grade K	Elementary Education 1-6, Mathematics 5-9, Mathematics 6-12, ESE K-12	Pre -K Disabled 3-5
Rickman	Crystal	SPE	Physical Education	Social Science 6-12 Pending DOE Processing	Physical Education, ESOL
Sasso	Tralene	SPE	Elementary Education Grade K	Social Studies 5-9	Elementary Education, ESOL
Skinner	Audra	SPE	Elementary Education Grade K	Agriculture 6-12	Elementary Education, ESOL
Smith	Jennifer	SPE	Elementary Education 2nd Grade	Elementary Education K-6	ESOL
Voss	Sara	SPE	Elementary Education 1st Grade	PrekPrimary Age 3-Grade 3, Reading Endorsement	ESOL
Bartley-Ramirez	Amanda	SRE	ESE Courses	Business Education 6-12, ESE K-12	ESOL
Hammock	Nicole	SRE	Elementary Education 1st Grade	Health K-12, Prekindergarten Primary	ESOL
Register	Kristen	SRE	Elementary Education 1st Grade	Prekindergarten Primary	ESOL
Strawn	Amy	SRE	Elementary Education KG	Elementary Education K-6	ESOL
Thompson	Katherine	SRE	Elementary Education 3rd Grade	Elementary Education K-6	ESOL
Wirick	Leeann	SRE	Elementary Education KG	Prekindergarten Primary	ESOL
Lazio	Janice	SSE	Elementary Education KG	Elementary Education K-6	ESOL
McCook	Jenny	SSE	Elementary Education 1st Grade	PreK Primary Age 3-Grade 3, Reading Endorsement	ESOL
Ross	Brooklyn	SSE	Elementary Education 5th Grade ELA	Elementary Education K-6, Health K-12, Reading Endorsement	ESOL
Skipper	Becky	SSE	Elementary Education 3rd Grade Math 3rd Grade Science	MG Math 5-9, Elementary Education K-6	ESOL

Out of Field Teachers February 2024, Board Approved 02/13/2024					
Last Name	**First Name**	**School**	**Assignment**	**Area of Certification**	**Out of Field Certification Areas**
Warren	Marie	SSE	Elementary Education 3rd Grade	Elementary Education K-6, Reading Endorsement	ESOL
Williams	Lillian	SSE	ESE Support Facilitator	Social Science 6-12, ESE K-12	ESOL
Williams	Amy	SSE	Media Specialist	Elementary Education K-6, Prekindergarten Primary, Physical Education K-12, ESE K-12, ESOL	Media
Drummond	Jonathon	SVS-7001	First Aid Safety, Critical Thinking Skills	Biology 6-12, Health K-12, Driver Education Endorsement	CPR Certification

The meeting adjourned at 3:38 p.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
February 27, 2024

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

School Resource Officer Brad Mincks and Student Ambassadors Ainsley Irby and Audrey Lord were also present.

Chairman Taylor called the hearing to order at 6:00 p.m.

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#4.12	Instructional Materials Selection (*New*)
#4.13	Educational Media Materials Selection (*New*)

Chairman Taylor called for comments or questions regarding the additions and revisions to the Suwannee County School Board Policy Manual, and there were none.

The hearing adjourned at 6:01 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
February 27, 2024

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

UTSC President Misty Ward, Sodexo General Manager Michael Braun, School Resource Officer Brad Mincks, and Student Ambassadors Ainsley Irby and Audrey Lord were also present.

Chairman Taylor called the meeting to order at 6:01 p.m.

Student remarks and pledge to the flag by Branford Elementary School Chorus student organization

Special Recognition by the Superintendent

Branford High School – Beta Club State Contest

- Ashlyn Blalock
- Ella Clark
- Anabella Dicks
- Rae Finch
- Callie Grace Harris
- Austin Humphries
- Ainsley Irby
- Joshua Kelley
- Sophia McCall
- Sadie Miller
- Wren Wilkerson

Anyone present may approach the Board concerning any item on this agenda, in accordance with the following Citizen Input information:

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

There was none.

Board members may pull any item on the Consent Agenda for discussion and separate action at this time.

MOTION by Mr. Crawford, second by Mr. daSilva, for approval to adopt the Agenda. MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

MOTION by Mr. daSilva, second by Mr. White, for approval of the Consent Agenda. MOTION CARRIED UNANIMOUSLY

1. Approval of the following Minutes:
   (pgs. 9-27)

January 9, 2024	- Workshop Session
	- Special Meeting
January 23, 2024	- Expulsion Hearing
	- Public Hearing
	- Regular Meeting

2. Approval of the monthly financial statement for January 2024.

3. The following bills for the period January 1-31, 2024:

General Checking Account	
General Fund 1000	$ 703,474.72
LCI Fund 3200	150,517.94
Food Service Fund 4100	253,471.67
Federal Fund 4200	31,814.21
ESSER III - ARP 4450	452.34
SELF INS – 7110	386.65
Total	$ 1,140,117.53

Payroll Checking Account	
General Fund 1000	$ 3,582,697.01
Food Service Fund 4100	113,635.87
Federal Fund 4200	444,231.47
ESSER III - ARP 4450	98,221.50
OTHER ARP ACT RELIEF 4460	2,643.07
Total	$ 4,241,428.92
Total	$ 5,381,546.45

4. Approval of the following budget amendments for the fiscal year 2022-2023:

General	LCIF	Special Revenues
I-7	III-7	IV-3/ ESSER III
		IV-7/Federal
		IV-6/Food Service

5. Approval for disposal of property as per the attached Property Disposition Form dated February 27, 2024. **(pgs. 28-29)**

6. Approval of the following contracts/ agreements for the 2023-2024 school year: (RENEWAL) (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2024-76	Associated Health Education Affiliation Agreement between the Department of Veterans Affairs (VA) Malcom Randall VA Medical Center, Gainesville, Florida and Suwannee County School Board for RIVEROAK Technical College Pharmacy Technician Program *(Renewal/Revised)* **(pgs. 30-45)**
#2024-86	Addendum to Online Enrollment Service Agreement between Explain My Benefits, LLC and Suwannee County School Board for employee benefits enrollment and administration *(Renewal/Revised)* **(pgs. 46-56)**
#2024-87	ClarityRx Client Agreement between the Suwannee County School Board and Express Scripts, Inc. to provide Pharmacy Benefit Manager (PBM) services. *(Renewal/Revised)* **(pgs. 57-64)**

7. Approval to accept the following donated item(s):

Site	Item	Donor
RTC/Automotive Program	2017 Kia Forte ($1,000)	Skinner's Paint & Body Shop
SHS Baseball/ Field & Concession Stand Upgrades	Cash Donation ($5,000)	Todd Frier
SHS Baseball/ Field & Concession Stand Upgrades	Cash Donation ($1,000)	Travis Henry
SHS Baseball/ Field & Concession Stand Upgrades	Cash Donation ($1,000)	McCrimon's Office Systems
SHS Baseball Uniforms & Equipment	Cash Donation ($7,931.70)	Suwannee Baseball Boosters
SMS Softball/ Uniforms & Equipment	Cash Donation ($850)	R & M Hauling
SMS Dancing Dolls/ Uniforms & Competitions	Cash Donation ($1,000)	Pilgrim's Pride Corporation

8. Approval of the following Controlled Open Enrollment transfers for the 2023-2024 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Abbygail	Flowers	Suwannee	Lafayette	PK
Arianna	Rescigno	Suwannee	Hamilton	1
Connor	Rescigno	Suwannee	Hamilton	K
Jeremiah	Rescigno	Suwannee	Hamilton	1
Noah	Rescigno	Suwannee	Hamilton	5
Tenaya	Rescigno	Suwannee	Hamilton	2

9. Approval of the following Controlled Open Enrollment transfers for the 2024-2025 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Bryleigh	Fleming	Suwannee	Gilchrist	PK

10. Expulsions

a. **Case #2324-09**: The Superintendent recommends expulsion of the student through the remainder of the 2023-2024 school year and eligible to return from expulsion to Suwannee Opportunity School for the 2024-2025 school year. (*Final Action*)

b. **Case #2324-20**: The Superintendent recommends expulsion of the student through the remainder of the 2023-2024 school year. (*Final Action*)

c. **Case #2324-21:** The Superintendent recommends expulsion of the student through the remainder of the 2023-2024 school year and all of the 2024-2025 school year. (*Final Action*)

11. Human Resources Transactions **(pgs. 65-70)**

RECOMMENDATIONS FOR THE 2023-2024 SCHOOL YEAR:

RETIREMENTS: INSTRUCTIONAL:

Students Services:
Patricia Brantley, Staffing Specialist, effective October 2, 2024

Suwannee Pineview Elementary:
Kathryn Terry, Teacher, effective May 31, 2024

RECOMMENDATIONS: INSTRUCTIONAL:

District Wide:
Brandy Herriman, Mental Health Counselor, effective January 12, 2024
REPLACES: Bridget Mclaughlin

Suwannee High School:
Ana Rosario, Teacher, effective February 12, 2024
REPLACES: Cletia McCullers

RESIGNATIONS: INSTRUCTIONAL:

Branford High School:
Nichole Baez, Teacher, effective February 9, 2024

Lindsey Jones, Teacher, effective January 31, 2024

Suwannee Riverside Elementary:
Hannah Wynn, Teacher, effective January 31, 2024

Suwannee Springcrest Elementary:
Stacey Smith, Teacher, effective February 22, 2024

TRANSFER/REASSIGNMENT:

NAME:	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Kalie Hingson	Suwannee Riverside Elem. Lead CDA Paraprofessional	Suwannee Riverside Elem. Teacher (Long Term Substitute, Temporary)	Hannah Wynn	February 6, 2024

LEAVE OF ABSENCE: (FAMILY MEDICAL LEAVE):

McKenzie Dalton, Teacher, effective March 25, 2024 through May 31, 2024
(With the option to return sooner if released by her doctor)

RETIREMENTS: NON-INSTRUCTIONAL:

Transportation:
Alma Brown, Bus Driver, effective June 30, 2024
Chinneta Butler, Bus Driver, effective May 30, 2024

PART-TIME/HOURLY:

RIVEROAK Technical College:
Susan Land — Canning and Food Preservation

Suwannee Opportunity School:
Casharo Thomas — Reading Tutor

RECOMMENDATIONS: NON-INSTRUCTIONAL:

District Wide:
Briana Zonnevylle, Homeless Advocate (Temporary), effective January 5, 2024
REPLACES: New Position

Finance and Administration:
Katie Greene, Employee Benefits Specialist, effective February 1, 2024
REPLACES: Teresa Jones

Suwannee High School:
Stacay Hawkins, Paraprofessional, effective February 13, 2024
REPLACES: Kelly McManaway

Summer Murrah, Paraprofessional, effective January 16, 2024
REPLACES: Jenna Hunter

Suwannee Springcrest Elementary:
Catrina Molloy, Paraprofessional, effective February 5, 2024
REPLACES: Melinda Soto

Transportation:
Shawn Wanstead, Mechanic, effective February 14, 2024
REPLACES: Tyrone Ansley

RESIGNATIONS: NON-INSTRUCTIONAL:

Food Service:
Sierra Bozeman, 3 Hour Food Service, effective January 30, 2024

Suwannee High School:
Alexis Burgos, Custodian, effective February 2, 2024

Suwannee Middle School:
Brittany O'Neal, Custodian, effective January 31, 2024

Suwannee Riverside Elementary:
Julia Gay, Paraprofessional, effective February 8, 2024

Ashley Wright, Paraprofessional, effective February 9, 2024

LEAVE OF ABSENCE: (FAMILY MEDICAL):

Suwannee Riverside Elementary:
Ronna Williams, Paraprofessional, effective January 5, 2024 through April 5, 2024
(With the option to return sooner if released by her doctor)

TRANSFERS/REASSIGNMENTS:

NAME:	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Carla Blalock	Suwannee High School Administrative Secretary	Food Service Administrative Secretary	New Position	January 29, 2024
Sierra Bozeman	Suwannee High School 3 Hour Worker	Suwannee Middle School 3 Hour Worker	Tiffany Dunn	January 29, 2024
Tiffany Dunn	Suwannee Middle School 3 Hour Worker	Suwannee High School 3 Hour Worker	Sierra Bozeman	January 29, 2024

Mercedes Faircloth	Suwannee Riverside Elem. Paraprofessional	Suwannee Riverside Elem. Lead CDA Paraprofessional (Temporary)	Kalie Hingson	February 2, 2024
Robin Krause	Suwannee High School 3 Hour Worker	Branford High School 3 Hour Worker	Tracy Felty-Janosh	December 11, 2023
Robin Krause	Branford High School 3 Hour Worker	Suwannee Middle School 3 Hour Worker	Sierra Bozeman	February 12, 2024

SUPPLEMENTARY:

Employee Name	Position	Location
Carlos Diaz	Esports Coach	Branford High School
James Garland	Girls' Assistant Softball Coach	Suwannee High School
Marisley Leal	Girls' Flag Football	Suwannee High School
Brooklyn Ross	Girls' Assistant Softball Coach	Suwannee Middle School

MISCELLANEOUS:

Approval for the following to work in the After-School Reading Camp:

Branford Elementary School:
Tiffany Cochran

Suwannee Riverside Elementary:
Jennifer Turner

Suwannee Pineview Elementary:
Livesay Kinsey
Jennifer Smith

Suwannee Springcrest Elementary:
Emily Murphy

Approval for Jennifer Turner to work as a Paraprofessional in the 21st Century After School Program

Approval for the following to work as an Evening Reading Tutor at Branford Elementary School:

Tiffany Cochran

Stephanie Knighton

Approval for the following to work in the Pre-K Extended Day:

Branford Elementary School:
Amy Skillman

Suwannee Pineview Elementary
Erika Hodge

VOLUNTEERS:

BES/BHS	Christine Amato	Field Trips
BES/BHS	Michael Amato	Field Trips
SSE	Monica Baker	Classroom
BES	Lisa Ballard	Classroom, Field Trips
BES	James Ballentine	Field Trips
BES	Jeannette Banning	Reading Pals
SSE	Walter Bell	Classroom, Field Trips
BES	Shayla Blunt	Classroom, Field Trips
BES	Kirsten Boston	Field Trips
BHS	Karen Braun	Classroom, Field Trips, Clubs
BES/BHS	Lauren Byrd	APT Advisory, Classroom, Field Trips, Clubs
BHS	Amanda Clark	Classroom, Field Trips, Clubs
BHS	Erin Clary	Classroom, Field Trips, Clubs
BHS	Amanda Colon	Dance
BHS	Jason Colon	Dance
BES/BHS	Breanna Copeland	Classroom, Field Trips. Clubs
BES/BHS	Erin Davis	Classroom, Field Trips
BES	Sharon Lynn Evans	Classroom, Field Trips
BHS	Olivia Henderson	Classroom, Field Trips, Clubs
BES/BHS	David Hernandez	Classroom, Field Trips, Clubs
BES/BHS	Guadalupe Hernandez	APT/Advisory, Classroom, Field Trips, Clubs
BES	Sandra Jones	Field Trips
BES	Hannah Knighton	Field Trips
BES	Kaitlynne Law	Classroom, Field Trips
BES	Marshall Mead	Field Trips
BES/BHS	Rebekah Mercer	Field Trips, Clubs
BES/BHS	Konstantinos Nahabetian	Classroom, Field Trips
BHS	Michael Nettles	Field Trips, Coach
BES/BHS	Pamela Nettles	Classroom, Field Trips. Clubs
BES	Shannon Osgood	Field Trips, Clubs
SSE	Brianna Schwing	Classroom
SMS	Billy Sharp	Classroom, Field Trips, Clubs, Ag
BES	Lori Smith	Field Trips
BES	Kimberley Taylor	Classroom, Clubs
SSE	Cheyenne Warner	Classroom, Field Trips
BES	April White	Field Trips

End of List
2023-2024
School Year

REGULAR AGENDA

1. MOTION by Mr. Alcorn, second by Mr. daSilva, for approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#4.12	Instructional Materials Selection (*New*)
#4.13	Educational Media Materials Selection (*New*)

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following contracts/agreements for the 2023-2024 school year: (NEW) (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2024-47	First Amendment to Clinical Affiliation Agreement between the Suwannee County School Board, through RIVEROAK Technical College, and North Florida Regional Medical Center, Inc. d/b/a North Florida Regional Medical Center for the Surgical Technology Program (*New*) **(pgs. 71-91)**
#2024-82	Dual Enrollment Articulation Agreement between the Suwannee County School Board, thru RIVEROAK Technical College, and New Testament Christian Center (*New*) **(pgs. 92-100)**
#2024-83	Affiliation Agreement between the Suwannee County School Board and Trenton Medical Center, Inc., d/b/a Palms Medical Group to provide certain primary and preventative health care services to students at Branford High School, Suwannee Middle School, and Suwannee High School (*New*) **(pgs. 101-108)**
#2023-84	Clinical Education Agreement between the Suwannee County School Board, through RIVEROAK Technical College, Phlebotomy and Practical Nurse Education Programs, and Cornerstone Care Clinic, LLC (*New*) **(pgs. 109-115)**
#2024-85	Clinical Education Agreement between the Suwannee County School Board, through RIVEROAK Technical College, Patient Care Technician, Practical Nurse Education, Phlebotomy,

Pharmacy Technician, and Certified Nursing Assistant Programs, and Southern Internal Medicine, PLLC (*New*) **(pgs. 116-122)**

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following curriculum item (*previously discussed in workshop session*):

   a. 2024-2025 School Calendar (*Revised*) **(pgs. 123-124)**

   MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following personnel items for the 2023-2024 school year (*previously discussed in workshop session*), along with changing (a) by keeping the language currently shown as stricken on page 128 of the agenda packet for (75), (79), and (82):

   a. Job Description #128 - Director of Human Resources (*Revised*) **(pgs. 125-130)**
   b. Job Description #176 - Director of School Safety and Other Administrative Services/Title IX Coordinator (*Revised*) **(pgs. 131-134)**
   c. Job Description #194 - Wellness Specialist Coordinator (*New*) **(pgs. 135-137)**
   d. Add one Wellness Special Coordinator position (*New*)
   e. Revise *Salary Schedule of Confidential Employees 2023-2024 Secretarial and Other Personnel* to reflect compensation for the new Wellness Specialist Coordinator position on Line 1C **(pg. 138)**

   MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. Crawford, second by Mr. Alcorn, for approval of the following forms (*previously discussed in workshop session*):

#7200-146	Duties and Responsibilities of District Instructional Materials Review Committee (*New*) **(pgs. 139-140)**
#7200-147	SCSD Curriculum and Instructional Department Objection to Instructional Materials Adoption (*New*) **(pg. 141)**
#7200-148	Specific Material Objection Form (*New*) **(pgs. 142-146)**

#7200-149	SCSB District Review Committee Checklist for Reconsideration of Library Media (*New*) **(pgs. 147-151)**
#7200-150	SCSD Media Center/Classroom Library Book Access (*New*) **(pg. 152)**

MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. Alcorn, second by Mr. White, for approval of District participation in the *2024 Commissioner's Academic Challenge*, Florida's high school academic tournament, scheduled for April 11-13, 2024, in the amount of $2,000. MOTION CARRIED UNANIMOUSLY

7. Discussion and possible action regarding Suwannee County School District's FSBIT Trustee.

   MOTION by Mr. Alcorn, second by Mr. Crawford, for Ronald White to serve as the District's trustee, beginning with the October 2024 FSBIT meeting. MOTION CARRIED UNANIMOUSLY

8. MOTION by Mr. Crawford, second by Mr. daSilva, for approval of employee health insurance plans for the period of May 1, 2024 – April 30, 2025, as recommended by the Fringe Benefits Committee (*previously discussed in workshop session*). MOTION CARRIED UNANIMOUSLY

9. The following report for informational purposes:

   a. Suwannee County District School Board Financial and Federal Single Audit, for the Fiscal Year Ended June 30, 2023. (A copy of the report is available for review in the office of the Chief Financial Officer.)

10. Comments from Student Ambassadors

    Student Ambassadors Ainsley Irby and Audrey Lord reported on community, school, and student organization events/accomplishments, as well as student body concerns at their respective schools.

11. Legal Counsel's Report – no legal issues to report.

12. Superintendent's Report

Mr. Roush shared the following updates:

- Student Ambassador Ainsley Irby has been accepted to University of Florida's Innovation Academy; Student Ambassador Audrey Lord has also been accepted to the University of Florida and Florida State University but has not made a final decision.
- Thanked BES Principal Dee Dee McManaway and staff for hosting tonight's meeting.
- Will be working on getting this year's EOY activities calendar up in the next week to ten days; a link will be sent to Board members.
- Appreciates the District's partnership with Acentria for providing benefits to employees through the Board's guidance; also thanked CFO Marsha Brown, CFO Assistant Jillian Herron, and staff for hard work and dedication throughout the process. Recently met with Flagler County staff who were interested in knowing how the process has worked thus far.

13. Issues and concerns Board members may wish to discuss

Board members expressed gratitude to staff and students for their hard work and dedication.

The meeting adjourned at 7:15 p.m.

AFFILIATION AGREEMENT

This Agreement is entered into on March 26, 2024, between the Suwannee County School Board (SCSB) and Doctor's Memorial Hospital Inc., Perry, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College, (RTC), operates a Patient Care Technician, Practical Nurse Education, Pharmacy, Phlebotomy, Certified Nursing Assistant and Surgical Technology program for qualified students preparing to be Patient Care Technicians, Practical Nurses, Pharmacy Technicians, Phlebotomists, Certified Nursing Assistants or Surgical Technologists; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse Education, Pharmacy, Phlebotomy, Certified Nursing Assistant and Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the clinical rotation program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to clinical students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the clinical programs.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Clinical Education Programs, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Program Director and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the Clinical Education Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on March 26, 2024 and shall continue for one (1) year, and automatically renew for one (1) year terms thereafter unless either party provides written notice to the other of its intent to terminate the Agreement at least sixty (60) days before the end of the current term.

7.2 This Agreement may be terminated by either party, with or without cause, by giving sixty (60) days' prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is

incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024 academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor 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 Contractor 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)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

Doctor's Memorial Hospital Inc.
333 N. Byron Butler Pkwy
Perry, Florida 32347

By:_____

By:_____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District 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 or otherwise provided by law.

You must ensure that public records which 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 the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

INFO ONLY

SCSB 2024-88 (REVISED/RENEWAL)

AFFILIATION AGREEMENT

This Agreement is entered into on March 26, 2024~~July 1, 2021~~, between the Suwannee County School Board (SCSB) and Doctor's Memorial Hospital Inc., Perry, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College, (RTC), operates a Patient Care Technician, Practical Nurse Education, Pharmacy, Phlebotomy, Certified Nursing Assistant and Surgical Technology program for qualified students preparing to be Patient Care Technicians, Practical Nurses, Pharmacy Technicians, Phlebotomists, Certified Nursing Assistants or Surgical Technologists; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse Education, Pharmacy, Phlebotomy, Certified Nursing Assistant and Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the clinical rotation program~~Surgical Technology Program~~, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to clinical~~Surgical Technology~~ students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the clinical programs~~School of Surgical Technology~~.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Clinical Education Programs~~Association of Surgical Technicians~~, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Program Director ~~or the Director of the School of Surgical Technology,~~ and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the Clinical Education Program~~School of Surgical Technology Program~~.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on March 26, 2024~~the date specified above~~ and shall continue for one (1) year, and automatically renew for one(1) year terms thereafter unless either party provides written notice to the other of its intent to terminate the Agreement at least sixty (60) days before the end of the current term~~until terminated as herein provided~~.

7.2 This Agreement may be terminated by either party, with or without cause, by giving sixty (60) days'~~one hundred eighty (180) days~~ prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024~~2021-2022~~ academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor 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 Contractor 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)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

INFO ONLY

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor~~Tim Alcorn~~, Chairman
Suwannee County School Board

Doctor's Memorial Hospital Inc.
333 N. Byron Butler Pkwy
Perry, Florida 32347

By:_____

By:_____

INFO ONLY

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER~~VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER~~, AT 386-647-46084609, LORIE.NORRIS@SUWANNEE.K12.FL.US~~VICKIE.DEPRATTER@SUWANNEE.K12.FL.US~~, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District 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 or otherwise provided by law.

You must ensure that public records which 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 the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

HEALTHCARE SUPPORT STAFF EXTERNSHIP TRAINING AGREEMENT

This Agreement is entered into on the 1st day of April, 2024 by and between CVS Pharmacy, Inc., a Rhode Island corporation, with offices at One CVS Drive, Woonsocket, RI 02895, on behalf of itself and its operating subsidiaries and affiliates, including for the avoidance of doubt CVS Pharmacy, Inc L.L.C.; Caremark, L.L.C.; Omnicare, L.L.C.; and Minute Clinic, L.L.C. and entities ("CVS Health") and Suwannee County School Board (SCSB), with offices at RIVEROAK Technical College (the "Partner"").

WHEREAS, the Partner has established, as part of its Healthcare Support Staff program, an institutional externship training (hereinafter referred to as the "Training Program") at the option of a student (hereinafter referred to individually, as a "Student" and collectively, as the "Students"), which requires clinical facilities, equipment, services and tutelage by approved health care practitioners (hereinafter referred to as "Trainers") to provide this practical experience; and

WHEREAS, CVS Health has the appropriate facilities, equipment, services and Trainers to provide the necessary practical experience for the benefit of the Students;

NOW THEREFORE, it is agreed by and between the Partner and CVS Health that:

A. The Partner will:

1. Appoint a primary contact (hereinafter the "Partner Coordinator") at the Partner to coordinate performance of the Partner's responsibilities hereunder.

2. Provide information regarding dates for period of instruction, in accordance with the Partner calendar and forecasts of Students to be assigned to CVS Health.

3. If requested by CVS Health, ensure that all Students meet current immunization standards as may be necessary to safeguard public health.

4. Authorize the Partner Coordinator to serve as liaison between the Partner and CVS Health to achieve the objectives of the Training Program.

5. Ensure that all Students satisfy state licensure and/or registration requirements and, upon request, provide a copy of the related license and/or registration documentation to CVS Health.

6. Ensure that all Students satisfy CVS Health requirements for individuals to access and train in the pharmacy, including but not limited to, ensure that every Student, prior to the beginning of their training, completes the Student Statement and Acknowledgement Form, Loss Prevention Policy Form, and HIPAA Policy Form, hereto attached as Exhibits A, B, and C. Exhibit D shall be provided when multiple campuses are hosting students from the parent company.

7. Provide workers' compensation insurance for Students, to the extent required by law.

B. CVS Health, consistent with its primary obligations to care for its patients and consistent with its available space and facilities will use commercially reasonable efforts to implement the objectives of the Training

School Initials: _____
CVS Health Initials: _____

Program, in cooperation with the Partner, by undertaking the following:

1. Instruction in HealthCare Support Staff skills and knowledge at a CVS Health location in accordance with guidelines and objectives of the Training Program.

2. Provide information regarding dates for period of instruction, in accordance with the Agency calendar and forecasts of Participants to be assigned to CVS Health.

3. Completion of records and reports necessary for the conduct and verification of a Student's participation.

4. Acceptance of Students as recommended by the Partner to be assigned to Trainers of CVS Health.

5. Provision of existing equipment, facilities, supplies, and services for Students assigned to CVS Health, as may be necessary, in the opinion of CVS Health, to attain the objectives of the Training Program.

C. No stipend or wages of any kind will be provided to Students. Students will be responsible for their transportation and other expenses, including meals. It is specifically agreed that neither the Partner nor CVS Health shall be responsible for costs or expenditures incurred by the other in the conduct of the Training Program. Moreover, the parties acknowledge and agree that at no point during the term of this Agreement or thereafter shall the Partner provide CVS Health with any monetary consideration in connection with CVS Health's participation in the Training Program.

D. CVS Health and the Partner agree that no Student shall be an employee or agent of CVS Health and that no Student shall be deemed an employee or agent of CVS Health for any purpose whatsoever. CVS Health and the Partner also agree that CVS Health is not a joint employer of any Student. To the extent that CVS Health is deemed to be an employer of a Student, to any degree, the Partner shall be responsible for any damages, penalties, attorneys' fees, or fines associated with such a determination, including unpaid wages. The parties acknowledge and agree that CVS Health will in no way be under any legal obligation with respect to the Training Program, by virtue of this Agreement or any other expression, written or otherwise, to hire any Student upon the termination of the Training Program or this Agreement, whichever occurs first. The parties acknowledge and agree that, during the term of this Agreement, in no such event shall a Student displace any current or future employee of CVS Health.

E. Students and employees of the Partner shall adhere to the rules, regulations, procedures and policies of CVS Health while on CVS Health premises and during the course of instruction in the Training Program, including, but not limited to, rules stated in the Student Statement and Acknowledgement Form, Loss Prevention Policy/Procedures form, and HIPAA Policy/Procedures form, attached hereto as Exhibits A, B and C. CVS Health shall have the right in its sole discretion to immediately terminate the participation of any Student in the Training Program without any liability in the event that a Student violates any CVS Health rule, regulation, procedure or policy. CVS Health shall notify the designated Partner representative as soon as reasonably possible if such termination occurs. CVS Health reserves the right to take immediate action where expedient to maintain the operation of its facilities free from the disruption, including, but not limited to, cancelling or re-scheduling training sessions and relocating Students to different CVS

School Initials: _____
CVS Health Initials: _____

Health locations without advance notice.

F. Students shall complete all introductory activities and orientations as deemed necessary by CVS Health. The Partner acknowledges that Students may be required to provide certain personal information, including, but not limited to, date of birth, to access CVS Health's web-based training applications and to be subjected to any and all background checks and screening deemed required by CVS Health.

G. The Partner shall furnish insurance and keep it in full force and effect at all times during the term of this Agreement (with a five-year tail if claims-based), naming CVS Health Corporation as an additional insured party for all obligations of the Partner to CVS Health hereunder, up to the limits of liability set forth below. The policies shall be underwritten by an insurance company that carries an A- or better rating from A.M. Best. Each policy shall provide that such insurance will be primary insurance with respect to CVS Health Corporation and its subsidiaries and affiliates. The certificate of insurance, which CVS Health may request in writing during the term of this Agreement, shall contain a clause that the insurer will not cancel or implement material adverse changes in the insurance without first giving CVS Health thirty (30) days' prior written notice.

- General Liability Coverage, for personal or bodily injury and property damage, including Broad Form Endorsement, in combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence.

H. CVS Health agrees to indemnify and hold harmless the Partner, and its officers, directors, employees, faculty, agents, servants, and students with respect to any and all claims, damages, lawsuits and expenses (including attorneys' fees) against the Partner resulting from omissions or acts of negligence or willful misconduct committed by CVS Health, or any of CVS Health's directors, agents, officers, servants or employees (except in any such case any Student).

I. Subject to the applicability and provisions of Section 768.28, Florida Statutes, including the liability caps of $200,000.00 per claimant and $300000.00 per occurrence, the Partner agrees to indemnify and hold harmless CVS Health, and its officers, directors, employees, agents, and servants with respect to any and all claims, damages, lawsuits and expenses (including attorney's fees) against CVS Health resulting from omissions or acts of negligence or willful misconduct committed by the Student, the Partner or any of the Partner's directors, agents, officers, faculty, other students, or employees.

J. The Partner recognizes that the Students, during the period in which the Students are providing services to CVS Health, may gain knowledge of, have access to, or otherwise obtain certain confidential information about CVS Health. Neither the Partner nor its agents, officers, faculty, students (including the Students), or employees shall make copies of, take, distribute, disclose, directly or indirectly, or otherwise use at any time, during the term of this Agreement or thereafter, any such confidential information concerning CVS Health, including, but not limited to, financial, accounting, personnel, statistical, or prescription information, or any process, compilation of information, record or specification, or any information concerning CVS Health's business operations, inventory, products, customers, clients, patients or research and development program (collectively referred to as "CVS Health Confidential Information") without the prior written consent of CVS Health, except as may be necessary in the performance of the duties of the Partner and/or a Student under this Agreement. As part of its duties pursuant to the foregoing, and not by way of limitation, the Partner shall not disclose CVS Health

School Initials: _____
CVS Health Initials: _____

Confidential Information of a CVS Health entity, subsidiary or affiliate thereof to another CVS Health entity, affiliate or subsidiary except as explicitly permitted hereunder. The Partner agrees to restrict dissemination of CVS Health Confidential Information to the Partner's personnel and agents, including the Students, on a "need-to-know" basis. All copies of such CVS Health Confidential Information in written, graphic or other tangible form shall be returned to CVS Health upon request or upon the termination of this Agreement, whichever is sooner. All copies of such CVS Health Confidential Information in electronic form shall be destroyed upon the written request of CVS Health. All Partner personnel and agents, including the Students, providing services for CVS Health pursuant to this Agreement shall be advised of the confidentiality provisions of this Agreement and shall be required to execute an acknowledgment that they are personally bound by said provisions. The foregoing contractual duties to protect CVS Health Confidential Information are in addition to, and not a substitution for, any greater or additional duties imposed by law. The Partner's obligations in this section shall survive the termination of this Agreement.

K. The Partner and CVS Health have non-discriminatory policies. Neither party shall discriminate against any assigned Student or other representative of the other party during the course of the Training Program on the basis of age, religion, race, color, creed, sex, veteran status, national origin, disability or any other characteristic protected by law.

L. This Agreement shall be governed by the laws of the State of Florida

M. Any notices ("Notice") by either party to the other shall be made by registered or certified mail or by overnight courier service, provided that a receipt is required, and mailed to the addresses noted below, which may be changed by either party by written Notice to the other party.

CVS:
CVS Health Corporation
Workforce Initiatives
1 CVS Drive
Woonsocket, RI 02895
ATTN: Joana Lisboa, Workforce Initiatives Senior Manager
WI.Info@CVSHealth.com

Partner:
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

RIVEROAK Technical College
415 Pinewood Drive SW
Live Oak, FL 32064

N. This Agreement shall become effective upon execution by the second signatory hereto, and will thereafter

School Initials: _____
CVS Health Initials: _____

automatically renew for one-year terms; provided, either party may terminate this Agreement upon ten (10) days' prior written notice to the other. In the event of any such termination by CVS Health, CVS Health shall use commercially reasonable efforts to allow those Students already participating in the Training Program to complete their assignment at CVS Health.

O. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT F which is incorporated by reference herein.

Q. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024 academic year.

R. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor 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 Contractor 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) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

School Initials: _____
CVS Health Initials: _____

Executed and acknowledged as the Agreement by an authorized representative of each party:

By: **CVS Health, Inc.**	By: **Suwannee County School Board ***
_____	_____
Signature	Signature
Esther Yanira Hurst	Jerry Taylor
Name - Print or type	Name - Print or type
Workforce Initiatives Manager	School Board Chairperson
Title	Title
	_____
	Signature
"Approved as to Form and Sufficiency	Ted L. Roush
BY _____	Name – Print or type
Leonard J. Dietzen, III	Superintendent
Rumberger, Kirk & Caldwell, P.A.	Title
Suwannee School Board Attorney"	_____
	Date

* If the School has made no changes to this Agreement, please initial here _____

Last Updated: January 2024

EXHIBIT A
PARTICIPANT STATEMENT AND ACKNOWLEDGMENT
FAIR LABOR STANDARDS ACT

As a Student or Partner Supervisor participant participating in a training program (the "Training Program") at CVS Pharmacy, Inc., a Rhode Island company on behalf of its operating subsidiaries and affiliates ("CVS Healt"), you are participating in the Training Program for your benefit as part of your education. Although the Training Program includes the actual operation of a CVS Health facility, it is similar to training you would be given in an educational environment. During the Training Program you will work under close supervision of existing staff and will not displace any regular CVS Health employees. **You will not be an employee of CVS Health and are not eligible for any wages or benefits from**

School Initials: _____
CVS Health Initials: _____

CVS Health. At the conclusion of this Training Program you are not entitled to a job with CVS Health. Further, CVS Health derives no immediate advantage from your participation in the Training Program and on occasion CVS Health's operations may actually be impeded. CVS Health reserves the right to end your participation in the program at any time with or without notice or cause.

CUSTOMER/PATIENT CONFIDENTIALITY

As a student participating in the Training Program, it is critical that all CVS Health team members (including you) protect and maintain as absolutely confidential CVS Health Confidential Information defined as: (1) personally identifiable information (PII) of customers and protected health information (PHI) of patients that you may have access to, or otherwise become aware of (for example, this includes information relating to prescriptions, diagnoses, therapy, family data, and any other personal information regarding a customer); and (2) all proprietary information relating to the business of CVS Health, including financial data and analyses, trade secrets, intellectual property, technological information and any other information deemed proprietary by CVS Health.

To that end, it is the policy of CVS Health that all members of our team, including you, shall, **at all times**, maintain and protect CVS Health Confidential Information. You shall not use, access, disclose or otherwise discuss CVS Health Confidential Information with other CVS Health team members (including, for example, CVS Pharmacy, Caremark, Coram, Omnicare, or Minute Clinic employees or other participant volunteers), personnel or with any person outside of the CVS Health organization except on a need-to-know basis to perform your externship/clerkship training functions. Any third party requests or inquiries for CVS Health Confidential Information must be directed to your immediate training supervisor. Any questions or concerns regarding this policy should be directed to your immediate training supervisor. You are also required to review, acknowledge, and comply with all CVS Health privacy and security policies and procedures and Code of Conduct, which are described in the employee handbook, a copy of which has been provided to you on or prior to the date thereof, while participating in an externship/clerkship training program at CVS Health.

Adherence to these requirements is a condition of your participation in the Training Program at CVS Health. You should be aware that any unauthorized use, access to or disclosure of customer/patient information may expose you and your Partner to legal claims by customers or their family members for improper disclosure of PII and/or PHI. In addition, anyone who releases, uses or discloses such information without proper authorization may be subject to civil and/or criminal penalties under state and federal laws.

Please acknowledge your receipt of this statement by signing below and returning the signed original to your supervisor. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged by:

Signature: _____

Print Name: _____ Date: _____

School Initials: _____
CVS Health Initials: _____

EXHIBIT B

LOSS PREVENTION POLICY/PROCEDURES

The following guidelines are intended to provide all CVS Health store employees and non-employee interns with important information regarding sales transactions, personal purchases, and general security procedures. These highlight some, but not all, of the company's loss prevention procedures.

SALES TRANSACTIONS:

Each transaction with a customer must be completed before the next customer is served. This includes receiving the amount tendered, giving the customer their change and receipt, placing the money in the drawer, and closing the drawer. Separate sales, regardless of size, must not be grouped into a single register recording. Each customer must be waited on, in turn, and be issued a receipt. In the event that a customer refuses a receipt, or leaves the exact amount and hurries on, this sale must be recorded immediately and the receipt in both cases must be torn in half and discarded. As a loss prevention measure, CVS Health utilizes a shopping service which visits your store regularly to observe if sales transactions are being rung up properly, and to observe that all register procedures are being followed correctly. As part of your orientation, your Store Manager will review the Shopper Observation report with you. Your Store Manager, District Manager, Field Auditor, and Loss Prevention Representative regularly perform complete or partial audits. These audits include cashing out registers at random and reviewing all detail tapes and register/cashier verifications since the last audit for compliance with register procedure.

PERSONAL PURCHASES:

At no time may you ring up your own purchases. At no time may you leave the store with merchandise that has not been paid for (including processed employee film). All merchandise to be consumed during your work shift, such as beverages, chips, candy, gum, cigarettes, etc., must be purchased prior to its consumption. You must retain the sales receipt from this purchase until the merchandise has been consumed. Personal purchases must be rung by another employee. The bag of merchandise must be stapled closed with the receipt attached and must be retained in the Manager's office until the end of your work shift. Merchandise purchased with an employee discount is for the personal consumption of the employee or the employee's immediate family. Discount cards are to be used only by the employee or the employee's spouse. The merchandise may not be resold. (Note: interns will not have the employee discount card.)

GENERAL SECURITY PROCEDURES:

Any bags of merchandise from other stores that you bring to work must be stapled closed and retained in the Manager's office until the end of your work shift. All handbags must be secured in your assigned locker. Merchandise for which you have not paid may not be stored in your locker. Pocketbooks, gym bags, etc., which do not fit in your locker, must be retained in the Manager's office until the end of your work shift. All merchandise removed from the store must be in a bag and stapled closed with a receipt attached. CVS Health reserves the right to inspect all packages, pocketbooks, bags, etc., at the time you leave the store. Lockers and locks remain company property, and CVS Health reserves the right to inspect locker contents at any time. Only a company-issued lock should be used on your assigned locker.

Please acknowledge your receipt of the Loss Prevention Policy/Procedure statement by signing below. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged by:

Signature: _____

Print Name: _____ Date: _____

School Initials: _____
CVS Health Initials: _____

EXHIBIT C

HIPAA POLICY/ PROCEDURES

Federal lawmakers enacted the **Health Insurance Portability and Accountability Act** (HIPAA) to better safeguard the privacy of patient records or "Protected Health Information" (PHI). This communication is designed to help you better understand how HIPAA impacts our operations as a healthcare provider, our customers, and all CVS colleagues.

THE NEED FOR HIPAA

As more and more healthcare providers use electronic means to transmit health care information, there have been increasing concerns regarding the privacy of information in this process. As a result, HIPAA defines how healthcare providers such as pharmacies, hospitals, insurers, and physician's offices are permitted to handle and transmit healthcare information. HIPAA provides a set of minimum standards for protection of patient privacy. It is important to note that some state laws may provide for an even greater level of protection.

CVS and PRIVACY

Protecting the health information of our customers has always been our highest priority at CVS/pharmacy. As a healthcare provider, we recognize our responsibility to safeguard health information and have very clear guidelines to help CVS colleagues protect customer privacy.

(Refer to the confidentiality section in "Your Guide to CVS" for more information about these guidelines.)

CVS/pharmacy has created a Privacy Office to help provide guidance to all CVS colleagues. The Privacy Office will work to make HIPAA compliance as easy as possible for everyone at CVS/pharmacy.

CVS and HIPAA

HIPAA requires healthcare providers to implement policies and procedures to limit access to Protected Health Information (PHI) only to individuals who require access (such as our pharmacy staff) and only the minimum necessary amount of PHI to perform essential job functions. CVS/pharmacy has comprehensive policies and procedures in place to address these requirements.

Under HIPAA's Privacy Standards, CVS/pharmacy may use PHI to operate as a healthcare provider including use for treatment *(e.g., counseling a patient about a prescription)*, payment *(e.g., submitting a claim to a Third-Party Plan)*, and healthcare operations *(e.g., Loss Prevention activities)*.

In addition, HIPAA requires healthcare providers to supply patients with a Notice of Privacy Practices. The notice informs customers how CVS/pharmacy uses and discloses PHI, as well the customer's rights and responsibilities under HIPAA. At CVS/pharmacy, this notice will be provided to all pharmacy customers when they receive their prescriptions and will also be posted in the pharmacy area.

HIPAA also requires that pharmacies make a good faith effort to have their customers acknowledge receipt of this notice.

HIPAA SECURITY

CVS colleagues must work in a secure manner. When working with PHI, or other confidential information, CVS colleagues should NOT: discuss it in public places; disclose or allow access to it by unauthorized individuals; send it via public e-mail or Internet; store it on home or public computers; display personal passwords for easy retrieval or share personal passwords. Colleagues should adopt a "clean desk" policy by locking up confidential data and properly destroying and disposing of confidential documents and/or magnetic media when no longer needed. Colleagues should also use caution when faxing confidential information. The following is in place at CVS/pharmacy to ensure HIPAA Security compliance:

Security reminders (e.g., messages displayed when logging onto computers)

Protection from malicious software *(e.g., use of anti-virus software)*

Log-in monitoring

Personal password management (e.g., periodic password expiration and re-set)

School Initials: _____

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HIPAA Cont.

PATIENT RIGHTS

HIPAA also gives patients an array of important rights including:

- Right to obtain a written copy of CVS' Notice of Privacy Practices
- Right to obtain a copy of their designated record set of PHI pharmacy records
- Right to request an amendment to their health record
- Right to obtain an accounting of disclosures of PHI
- Right to request a restriction of use and disclosures of PHI
- Right to file a complaint regarding handling of PHI
- Right to authorize that PHI be used or disclosed for purposes other than treatment, payment, or healthcare operations (TPO)

The Privacy Office will support our stores when patients exercise these rights.

UNDERSTANDING HIPAA

HIPAA requires pharmacies to train all members of their workforce on the policies and procedures with respect to Protected Health Information (PHI). It is important to note that the training requirement applies to anyone who works for CVS/pharmacy. This includes employees, trainees, pharmacy participants, even individuals who help out as part of a job shadow or career day.

To address the training requirement, this brochure, which outlines CVS/pharmacy's obligations and commitment to protect our patient's health information, is provided to all employees. Additional training is required and available for employees who access PHI as part of their primary job function *(e.g., pharmacy staff members; personnel in the Privacy Office).*

HIPAA COMPLIANCE

It is critical that all employees understand CVS/pharmacy's obligations under the HIPAA Privacy Standards and keep them in mind at all times! Under HIPAA, individuals and companies can be subject to legal sanctions, including monetary fines for noncompliance. More importantly, compliance with the Privacy Standards under HIPAA is the right thing to do for our customers and for CVS/pharmacy.

For more information or to obtain a copy of our Notice of Privacy Practices
Visit the HIPAA site on CVS/RxNet or Contact the CVS/pharmacy Privacy Office:

Phone
(800) 287-2414
Fax
(401) 652-1593
Mail
Privacy Office
CVS Health Corporation
1 CVS Drive
Woonsocket, RI 02895

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EXHIBIT D

(ONLY APPLICABLE FOR PARTNERS / AGENCIES WITH MULTIPLE LOCATIONS)

PLEASE LIST ALL LOCATIONS (Campus/Branch Name & Full Address)

POINT OF CONTACT (Name, phone, & email)

School Initials: _____
CVS Health Initials: _____

EXHIBIT F
Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District 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 or otherwise provided by law.

You must ensure that public records which 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 the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

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INFO ONLY

SCSB 2024-932022-41 (REVISED/RENEWAL)

HEALTHCARE SUPPORT STAFF EXTERNSHIP TRAINING AGREEMENT

This Agreement is entered into on the 1st day of April, 2024July, 2021 by and between CVS PharmacyHealth, Inc., a Rhode Island corporation, with offices at One CVS Drive, Woonsocket, RI 02895, on behalf of itself and its operating subsidiaries and affiliates, including for the avoidance of doubt CVS Pharmacy, Inc L.L.C.; Caremark, L.L.C.; Omnicare, L.L.C.; and Minute Clinic, L.L.C. and entities (collectively, "CVS Health") and Suwannee County School Board (SCSB), with offices at RIVEROAK Technical College (the "Partner"School").

WHEREAS, the PartnerSchool has established, as part of its Healthcare Support Staff program, an institutional externship training (hereinafter referred to as the "Training Program") at the option of a student (hereinafter referred to individually, as a "Student" and collectively, as the "Students"), which requires clinical facilities, equipment, services and tutelage by approved health care practitioners of pharmacy or nurse practitioners or physician assistants (hereinafter referred to as "Trainers") to provide this practical experience; and

WHEREAS, CVS Health has the appropriate facilities, equipment, services and Trainers to provide the necessary practical experience for the benefit of the Students;

NOW THEREFORE, it is agreed by and between the PartnerSchool and CVS Health that:

A. The PartnerSchool will:

1. Appoint a primary contact (hereinafter the "PartnerSchool Coordinator") at the PartnerSchool to coordinate performance of the Partner'sSchool's responsibilities hereunder.

2. Provide information regarding dates for period of instruction, in accordance with the PartnerSchool calendar and forecasts of Students to be assigned to CVS Health.

3. If requested by CVS Health, ensure that all Students meet current immunization standards as may be necessary to safeguard public health.

4. Authorize the PartnerSchool Coordinator to serve as liaison between the PartnerSchool and CVS Health to achieve the objectives of the Training Program.

5. Ensure that all Students satisfy state licensure and/or registration requirements and, upon request, provide a copy of the related license and/or registration documentation to CVS Health.

6. Ensure that all Students satisfy CVS Health requirements for individuals to access and train in the pharmacy, including but not limited to, ensure that every Student, prior to the beginning of their training, completes the Student Statement and Acknowledgement Form, Loss Prevention Policy Form, and HIPAA Policy Form, hereto attached, attached here as Exhibits A, B, and C. Exhibit D shall be provided when multiple campuses are hosting students from the parent company.

7. Provide workers' compensation insurance for Students, to the extent required by law.

B. CVS Health, consistent with its primary obligations to care for its patients and consistent with its available

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space and facilities will use commercially reasonable efforts to implement the objectives of the Training Program, in cooperation with the PartnerSchool, by undertaking the following:

1. Instruction in HealthCare Support Staff skills and knowledge at a CVS Health location in accordance with guidelines and objectives of the Training Program.

2. Provide information regarding dates for period of instruction, in accordance with the Agency calendar and forecasts of Participants to be assigned to CVS Health.

3. Completion of records and reports necessary for the conduct and verification of a Student's participation.

4. Acceptance of Students as recommended by the PartnerSchool to be assigned to Trainers of CVS Health.

5. Provision of existing equipment, facilities, supplies, and services for Students assigned to CVS Health, as may be necessary, in the opinion of CVS Health, to attain the objectives of the Training Program.

C. No stipend or wages of any kind will be provided to Students. Students will be responsible for their transportation and other expenses, including meals. It is specifically agreed that neither the PartnerSchool nor CVS Health shall be responsible for costs or expenditures incurred by the other in the conduct of the Training Program. Moreover, the parties acknowledge and agree that at no point during the term of this Agreement or thereafter shall the PartnerSchool provide CVS Health with any monetary consideration in connection with CVS Health's participation in the Training Program.

D. CVS Health and the PartnerSchool agree that no Student shall be an employee or agent of CVS Health and that no Student shall be deemed an employee or agent of CVS Health for any purpose whatsoever. CVS Health and the PartnerSchool also agree that CVS Health is not a joint employer of any Student. To the extent that CVS Health is deemed to be an employer of a Student, to any degree, the PartnerSchool shall be responsible for any damages, penalties, attorneys' fees, or fines associated with such a determination, including unpaid wages. The parties acknowledge and agree that CVS Health will in no way be under any legal obligation with respect to the Training Program, by virtue of this Agreement or any other expression, written or otherwise, to hire any Student upon the termination of the Training Program or this Agreement, whichever occurs first. The parties acknowledge and agree that, during the term of this Agreement, in no such event shall a Student displace any current or future employee of CVS Health.

E. Students and employees of the PartnerSchool shall adhere to the rules, regulations, procedures and policies of CVS Health while on CVS Health premises and during the course of instruction in the Training Program, including, but not limited to, rules stated in the Student Statement and Acknowledgement Form, Loss Prevention Policy/Procedures form, and HIPAA Policy/Procedures form, attached hereto as Exhibits A, B and C. CVS Health shall have the right in its sole discretion to immediately terminate the participation of any Student in the Training Program without any liability in the event that a Student violates any CVS Health rule, regulation, procedure or policy. CVS Health shall notify the designated PartnerSchool representative as soon as reasonably possible if such termination occurs. CVS Health reserves the right to take immediate action where expedient to maintain the operation of its facilities free

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from the disruption, including, but not limited to, cancelling or re-scheduling training sessions and relocating Students to different CVS Health locations without advance notice.

F. Students shall complete all introductory activities and orientations as deemed necessary by CVS Health. The PartnerSchool acknowledges that Students may be required to provide certain personal information, including, but not limited to, date of birth, to access CVS Health's web-based training applications and to be subjected to any and all background checks and screening deemed required by CVS Health.

G. The PartnerSchool shall furnish insurance and keep it in full force and effect at all times during the term of this Agreement (with a five-year tail if claims-based), naming CVS Health Corporation as an additional insured party for all obligations of the PartnerSchool to CVS Health hereunder, up to the limits of liability set forth below. The policies shall be underwritten by an insurance company that carries an A- or better rating from A.M. Best. Each policy shall provide that such insurance will be primary insurance with respect to CVS Health Corporation and its subsidiaries and affiliates. The certificate of insurance, which CVS Health may request in writing during the term of this Agreement, shall contain a clause that the insurer will not cancel or implement material adverse changes in the insurance without first giving CVS Health thirty (30) days' prior written notice.

- General Liability Coverage, for personal or bodily injury and property damage, including Broad Form Endorsement, in combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence.

H. CVS Health agrees to indemnify and hold harmless the PartnerSchool, and its officers, directors, employees, faculty, agents, servants, and students with respect to any and all claims, damages, lawsuits and expenses (including attorneys' fees) against the PartnerSchool resulting from omissions or acts of negligence or willful misconduct committed by CVS Health, or any of CVS Health's directors, agents, officers, servants or employees (except in any such case any Student).

I. The PartnerSchool agrees to indemnify and hold harmless CVS Health, and its officers, directors, employees, agents, and servants with respect to any and all claims, damages, lawsuits and expenses (including attorney's fees) against CVS Health resulting from omissions or acts of negligence or willful misconduct committed by the Student, the PartnerSchool or any of the Partner'sSchool's directors, agents, officers, faculty, other students, or employees.

J. Subject to the applicability and provisions of Section 768.28, Florida Statutes, including the liability caps of $200,000.00 per claimant and $300,000.00 per occurrence, tThe PartnerSchool recognizes that the Students, during the period in which the Students are providing services to CVS Health, may gain knowledge of, have access to, or otherwise obtain certain confidential information about CVS Health. Neither the PartnerSchool nor its agents, officers, faculty, students (including the Students), or employees shall make copies of, take, distribute, disclose, directly or indirectly, or otherwise use at any time, during the term of this Agreement or thereafter, any such confidential information concerning CVS Health, including, but not limited to, financial, accounting, personnel, statistical, or prescription information, or any process, compilation of information, record or specification, or any information concerning CVS Health's business operations, inventory, products, customers, clients, patients or research and development program (collectively referred to as "CVS Health Confidential Information") without the prior written consent of CVS Health, except as may be necessary in the performance of the duties of the

School Initials: _____
CVS Health Initials: _____

PartnerSchool and/or a Student under this Agreement. As part of its duties pursuant to the foregoing, and not by way of limitation, the PartnerSchool shall not disclose CVS Health Confidential Information of a CVS Health entity, subsidiary or affiliate thereof to another CVS Health entity, affiliate or subsidiary except as explicitly permitted hereunder. The Partner School agrees to restrict dissemination of CVS Health Confidential Information to the Partner'sSchool's personnel and agents, including the Students, on a "need-to-know" basis. All copies of such CVS Health Confidential Information in written, graphic or other tangible form shall be returned to CVS Health upon request or upon the termination of this Agreement, whichever is sooner. All copies of such CVS Health Confidential Information in electronic form shall be destroyed upon the written request of CVS Health. All Partner School personnel and agents, including the Students, providing services for CVS Health pursuant to this Agreement shall be advised of the confidentiality provisions of this Agreement and shall be required to execute an acknowledgment that they are personally bound by said provisions. The foregoing contractual duties to protect CVS Health Confidential Information are in addition to, and not a substitution for, any greater or additional duties imposed by law. The Partner'sSchool's obligations in this section shall survive the termination of this Agreement.

K. The PartnerSchool and CVS Health have non-discriminatory policies. Neither party shall discriminate against any assigned Student or other representative of the other party during the course of the Training Program on the basis of age, religion, race, color, creed, sex, veteran status, national origin, disability or any other characteristic protected by law.

L. This Agreement shall be governed by the laws of the State of Florida

M. Any notices ("Notice") by either party to the other shall be made by registered or certified mail or by overnight courier service, provided that a receipt is required, and mailed to the addresses noted below, which may be changed by either party by written Notice to the other party.

CVS:
CVS Health Corporation, Inc.
Workforce Initiatives
1 CVS DriveCVS Regional Learning Center
1544 Piedmont Avenue
Woonsocket, RI 02895Atlanta, GA 30324
ATTN: Joana Lisboa, Workforce Initiatives Senior ManagerMike Romesburg, Lead Manager Workforce Initiatives
WI.Info@CVSHealth.com

PartnerSchool:
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

RIVEROAK Technical College
415 Pinewood Drive SW

School Initials: _____
CVS Health Initials: _____

Live Oak, FL 32064

~~N. This Agreement, together with each exhibit, constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be amended by mutual written consent of the parties.~~

~~O.~~N. This Agreement shall become effective upon execution by the second signatory hereto, and will thereafter automatically renew for one-year terms; provided, either party may terminate this Agreement upon ten (10) days' prior written notice to the other. In the event of any such termination by CVS Health, CVS Health shall use commercially reasonable efforts to allow those Students already participating in the Training Program to complete their assignment at CVS Health.

~~P~~O. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT ~~F~~C which is incorporated by reference herein.

Q. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024~~2021-2022~~ academic year.

R. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor 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 Contractor 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) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

School Initials: _____
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D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

Executed and acknowledged as the Agreement by an authorized representative of each party:

By: **CVS Health, Inc.**	By: **Suwannee County School Board ***
_____	_____
Signature	Signature
Esther Yanira Hurst	Jerry Taylor~~Tim Alcorn~~
Name - Print or type	Name - Print or type
Workforce Initiatives Manager	School Board Chairperson
Title	Title
	_____
	Signature
	Ted L. Roush
	Name – Print or type
	Superintendent
	Title
	_____
	Date

* If the School has made no changes to this Agreement, please initial here _____

School Initials: _____
CVS Health Initials: _____

EXHIBIT A
PARTICIPANT STATEMENT AND ACKNOWLEDGMENT
FAIR LABOR STANDARDS ACT

As a Student or Partner Supervisor participant participating in ~~aan externship/clerkship~~ training program (the "Training Program") at CVS Pharmacy~~Health~~, Inc., a Rhode Island company on behalf of its operating subsidiaries and affiliates ("CVS Healt"), ~~(or any of its affiliates, subsidiaries or related companies) including, without limitation, CVS Pharmacy, L.L.C.; Caremark, L.L.C., Omnicare L.L.C., and MinuteClinic, L.L.C.; or Minute Clinic, L.L.C. (hereinafter collectively referred to as "CVS Health"),~~ you are participating in the Training Program for your benefit as part of your education. Although the Training Program includes the actual operation of a CVS Health facility, it is similar to training you would be given in an educational environment. During the Training Program you will work under close supervision of existing staff and will not displace any regular CVS Health employees. **You will not be an employee of CVS Health and are not eligible for any wages or benefits from CVS Health.** At the conclusion of this Training Program you are not entitled to a job with CVS Health. Further, CVS Health derives no immediate advantage from your participation in the Training Program and on occasion CVS Health's operations may actually be impeded. CVS Health reserves the right to end your participation in the program at any time with or without notice or cause.

CUSTOMER/PATIENT CONFIDENTIALITY

As a student~~participant~~ participating in the Training Program, it is critical that all CVS Health team members (including you) protect and maintain as absolutely confidential CVS Health Confidential Information defined as: (1) personally identifiable information (PII) of customers and protected health information (PHI) of patients that you may have access to, or otherwise become aware of (for example, this includes information relating to prescriptions, diagnoses, therapy, family data, and any other personal information regarding a customer); and (2) all proprietary information relating to the business of CVS Health, including financial data and analyses, trade secrets, intellectual property, technological information and any other information deemed proprietary by CVS Health.

To that end, it is the policy of CVS Health that all members of our team, including you, shall, **at all times**, maintain and protect CVS Health Confidential Information. You shall not use, access, disclose or otherwise discuss CVS Health Confidential Information with other CVS Health team members (including, for example, CVS Pharmacy, Caremark, Coram, Omnicare, or Minute Clinic employees or other participant volunteers), personnel or with any person outside of the CVS Health organization except on a need-to-know basis to perform your externship/clerkship training functions. Any third party requests or inquiries for CVS Health Confidential Information must be directed to your immediate training supervisor. Any questions or concerns regarding this policy should be directed to your immediate training supervisor. You are also required to review, acknowledge, and comply with all CVS Health privacy and security policies and procedures and Code of Conduct, which are described in the employee handbook, a copy of which has been provided to you on or prior to the date thereof, while participating in an externship/clerkship training program at CVS Health.

Adherence to these requirements is a condition of your participation in the Training Program at CVS Health. You should be aware that any unauthorized use, access to or disclosure of customer/patient information may expose you and your Partner~~ageney~~ to legal claims by customers or their family members for improper disclosure of PII and/or PHI. In addition, anyone who releases, uses or discloses such information without proper authorization may be subject to civil and/or criminal penalties under state and federal laws.

Please acknowledge your receipt of this statement by signing below and returning the signed original to your supervisor. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged by:

Signature: _____

Print Name: _____ Date: _____

EXHIBIT B

LOSS PREVENTION POLICY/PROCEDURES

The following guidelines are intended to provide all CVS Health store employees and non-employee interns with important information regarding sales transactions, personal purchases, and general security procedures. These highlight some, but not all, of the company's loss prevention procedures.

SALES TRANSACTIONS:

Each transaction with a customer must be completed before the next customer is served. This includes receiving the amount tendered, giving the customer their change and receipt, placing the money in the drawer, and closing the drawer. Separate sales, regardless of size, must not be grouped into a single register recording. Each customer must be waited on, in turn, and be issued a receipt. In the event that a customer refuses a receipt, or leaves the exact amount and hurries on, this sale must be recorded immediately and the receipt in both cases must be torn in half and discarded. As a loss prevention measure, CVS Health utilizes a shopping service which visits your store regularly to observe if sales transactions are being rung up properly, and to observe that all register procedures are being followed correctly. As part of your orientation, your Store Manager will review the Shopper Observation report with you. Your Store Manager, District Manager, Field Auditor, and Loss Prevention Representative regularly perform complete or partial audits. These audits include cashing out registers at random and reviewing all detail tapes and register/cashier verifications since the last audit for compliance with register procedure.

PERSONAL PURCHASES:

At no time may you ring up your own purchases. At no time may you leave the store with merchandise that has not been paid for (including processed employee film). All merchandise to be consumed during your work shift, such as beverages, chips, candy, gum, cigarettes, etc., must be purchased prior to its consumption. You must retain the sales receipt from this purchase until the merchandise has been consumed. Personal purchases must be rung by another employee. The bag of merchandise must be stapled closed with the receipt attached and must be retained in the Manager's office until the end of your work shift. Merchandise purchased with an employee discount is for the personal consumption of the employee or the employee's immediate family. Discount cards are to be used only by the employee or the employee's spouse. The merchandise may not be resold. (Note: interns will not have the employee discount card.)

GENERAL SECURITY PROCEDURES:

Any bags of merchandise from other stores that you bring to work must be stapled closed and retained in the Manager's office until the end of your work shift. All handbags must be secured in your assigned locker. Merchandise for which you have not paid may not be stored in your locker. Pocketbooks, gym bags, etc., which do not fit in your locker, must be retained in the Manager's office until the end of your work shift. All merchandise removed from the store must be in a bag and stapled closed with a receipt attached. CVS Health reserves the right to inspect all packages, pocketbooks, bags, etc., at the time you leave the store. Lockers and locks remain company property, and CVS Health reserves the right to inspect locker contents at any time. Only a company-issued lock should be used on your assigned locker.

Please acknowledge your receipt of the Loss Prevention Policy/Procedure statement by signing below. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged by:

Signature: _____

Print Name: _____ Date: _____

School Initials: _____

CVS Health Initials: _____

EXHIBIT C

HIPAA POLICY/ PROCEDURES

Federal lawmakers enacted the **Health Insurance Portability and Accountability Act** (HIPAA) to better safeguard the privacy of patient records or "Protected Health Information" (PHI). This communication is designed to help you better understand how HIPAA impacts our operations as a healthcare provider, our customers, and all CVS colleagues.

THE NEED FOR HIPAA

As more and more healthcare providers use electronic means to transmit health care information, there have been increasing concerns regarding the privacy of information in this process. As a result, HIPAA defines how healthcare providers such as pharmacies, hospitals, insurers, and physician's offices are permitted to handle and transmit healthcare information. HIPAA provides a set of minimum standards for protection of patient privacy. It is important to note that some state laws may provide for an even greater level of protection.

CVS and PRIVACY

Protecting the health information of our customers has always been our highest priority at CVS/pharmacy. As a healthcare provider, we recognize our responsibility to safeguard health information and have very clear guidelines to help CVS colleagues protect customer privacy.

(Refer to the confidentiality section in "Your Guide to CVS" for more information about these guidelines.)

CVS/pharmacy has created a Privacy Office to help provide guidance to all CVS colleagues. The Privacy Office will work to make HIPAA compliance as easy as possible for everyone at CVS/pharmacy.

CVS and HIPAA

HIPAA requires healthcare providers to implement policies and procedures to limit access to Protected Health Information (PHI) only to individuals who require access (such as our pharmacy staff) and only the minimum necessary amount of PHI to perform essential job functions. CVS/pharmacy has comprehensive policies and procedures in place to address these requirements.

Under HIPAA's Privacy Standards, CVS/pharmacy may use PHI to operate as a healthcare provider including use for treatment *(e.g., counseling a patient about a prescription)*, payment *(e.g., submitting a claim to a Third-Party Plan)*, and healthcare operations *(e.g., Loss Prevention activities)*.

In addition, HIPAA requires healthcare providers to supply patients with a Notice of Privacy Practices. The notice informs customers how CVS/pharmacy uses and discloses PHI, as well the customer's rights and responsibilities under HIPAA. At CVS/pharmacy, this notice will be provided to all pharmacy customers when they receive their prescriptions and will also be posted in the pharmacy area.

HIPAA also requires that pharmacies make a good faith effort to have their customers acknowledge receipt of this notice.

HIPAA SECURITY

CVS colleagues must work in a secure manner. When working with PHI, or other confidential information, CVS colleagues should NOT: discuss it in public places; disclose or allow access to it by unauthorized individuals; send it via public e-mail or Internet; store it on home or public computers; display personal passwords for easy retrieval or share personal passwords. Colleagues should adopt a "clean desk" policy by locking up confidential data and properly destroying and disposing of confidential documents and/or magnetic media when no longer needed. Colleagues should also use caution when faxing confidential information. The following is in place at CVS/pharmacy to ensure HIPAA Security compliance:

Security reminders (e.g., messages displayed when logging onto computers)

Protection from malicious software *(e.g., use of anti-virus software)*

Log-in monitoring

Personal password management (e.g., periodic password expiration and re-set)

School Initials: _____

CVS Health Initials: _____

HIPAA Cont.

PATIENT RIGHTS

HIPAA also gives patients an array of important rights including:

- Right to obtain a written copy of CVS' Notice of Privacy Practices
- Right to obtain a copy of their designated record set of PHI pharmacy records
- Right to request an amendment to their health record
- Right to obtain an accounting of disclosures of PHI
- Right to request a restriction of use and disclosures of PHI
- Right to file a complaint regarding handling of PHI
- Right to authorize that PHI be used or disclosed for purposes other than treatment, payment, or healthcare operations (TPO)

The Privacy Office will support our stores when patients exercise these rights.

UNDERSTANDING HIPAA

HIPAA requires pharmacies to train all members of their workforce on the policies and procedures with respect to Protected Health Information (PHI). It is important to note that the training requirement applies to anyone who works for CVS/pharmacy. This includes employees, trainees, pharmacy participants, even individuals who help out as part of a job shadow or career day.

To address the training requirement, this brochure, which outlines CVS/pharmacy's obligations and commitment to protect our patient's health information, is provided to all employees. Additional training is required and available for employees who access PHI as part of their primary job function *(e.g., pharmacy staff members; personnel in the Privacy Office).*

HIPAA COMPLIANCE

It is critical that all employees understand CVS/pharmacy's obligations under the HIPAA Privacy Standards and keep them in mind at all times! Under HIPAA, individuals and companies can be subject to legal sanctions, including monetary fines for noncompliance. More importantly, compliance with the Privacy Standards under HIPAA is the right thing to do for our customers and for CVS/pharmacy.

For more information or to obtain a copy of our Notice of Privacy Practices
Visit the HIPAA site on CVS/RxNet or Contact the CVS/pharmacy Privacy Office:

Phone
(800) 287-2414
Fax
(401) 652-1593
Mail
Privacy Office
CVS Health Corporation
1 CVS Drive
Woonsocket, RI 02895

School Initials: _____
CVS Health Initials: _____

EXHIBIT D

(ONLY APPLICABLE FOR PARTNERS / AGENCIES WITH MULTIPLE LOCATIONS)

PLEASE LIST ALL LOCATIONS (Campus/Branch Name & Full Address)

POINT OF CONTACT (Name, phone, & email)

School Initials: _____
CVS Health Initials: _____

EXHIBIT F

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District 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 or otherwise provided by law.

You must ensure that public records which 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 the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

School Initials: _____
CVS Health Initials: _____

TRAVELERS

Travelers Casualty and Surety Company of America
Hartford, CT 06183

PUBLIC OFFICIAL BOND - FOR DEFINITE TERM

BOND NO. 108002000

KNOW ALL MEN BY THESE PRESENTS, That we JERRY TAYLOR of 1740 OHIO AVE S, LIVE OAK, FL 32064-4500, as Principal, and Travelers Casualty and Surety Company of America, a corporation of CT, as Surety are held and firmly bound unto Florida Secretary of State in the penal sum of Twelve Thousand ($12,000.00) Dollars, lawful money of the United States of America, for the payment of which well and truly to be made, said principal binds himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SEALED and dated this _____ day of _____, _____.

WHEREAS, the said principal has been ☐ elected or ☐ appointed to the office of: Chairman School Board for a definite term beginning November 14, 2023 and ending November 19, 2024 and is required to furnish a bond for the faithful performance of the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden Principal shall (except as hereinafter provided) faithfully perform the duties of his/her said office or position during the said term, and shall pay over to the persons authorized by law to receive the same all moneys that may come into his/her hands during the said term without fraud or delay, and at the expiration of said term, or in case of his/her resignation or removal from office, shall turn over to his/her successor all records and property which have come into his/her hands, then this obligation to be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of any public fund resulting from the insolvency of any bank or banks in which said funds are deposited; and, if this provision shall be held void, this entire bond shall be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by giving to the obligee a written notice of its desire so to cancel and at the expiration of thirty (30) days from the receipt of such notice by the obligee the surety shall be completely released as to all liability thereafter accruing. If this provision shall be held void, this entire bond shall be void.

WITNESS: Lobirotte Odom

JERRY TAYLOR
Jerry Taylor (Seal)
(Principal)

SEAL

Travelers Casualty and Surety Company of America

By: _____
Russell E. Vance Attorney-in-Fact

S-2232-1 (07-97)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Russell E. Vance**, of **Hartford, CT**, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 108002000 **Principal: JERRY TAYLOR**

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of , .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS

Travelers Casualty and Surety Company of America
Hartford, CT 06183

PUBLIC OFFICIAL BOND - FOR DEFINITE TERM

BOND NO. 108002158

KNOW ALL MEN BY THESE PRESENTS, That we **ED DASILVA** of **1740 OHIO AVE S, LIVE OAK, FL 32064-4500**, as Principal, and **Travelers Casualty and Surety Company of America**, a corporation of **CT**, as Surety are held and firmly bound unto **FLORIDA SECRETARY OF STATE** in the penal sum of **Twelve Thousand** (**$12,000.00**) Dollars, lawful money of the United States of America, for the payment of which well and truly to be made, said principal binds himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SEALED and dated this _____ day of _____, _____.

WHEREAS, the said principal has been ☐ elected or ☐ appointed to the office of: **Vice Chairman School Board** for a definite term beginning **November 14, 2023** and ending **November 19, 2024** and is required to furnish a bond for the faithful performance of the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden Principal shall (except as hereinafter provided) faithfully perform the duties of his/her said office or position during the said term, and shall pay over to the persons authorized by law to receive the same all moneys that may come into his/her hands during the said term without fraud or delay, and at the expiration of said term, or in case of his/her resignation or removal from office, shall turn over to his/her successor all records and property which have come into his/her hands, then this obligation to be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of any public fund resulting from the insolvency of any bank or banks in which said funds are deposited; and, if this provision shall be held void, this entire bond shall be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by giving to the obligee a written notice of its desire so to cancel and at the expiration of thirty (30) days from the receipt of such notice by the obligee the surety shall be completely released as to all liability thereafter accruing. If this provision shall be held void, this entire bond shall be void.

WITNESS:

Robinette Odom

ED DASILVA

Ed d [illegible] (Seal)
(Principal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

Travelers Casualty and Surety Company of America

By: Russell E. Vance
Russell E. Vance Attorney-in-Fact

S-2232-1 (07-97)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Russell E. Vance**, of **Hartford, CT**, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 108002158 **Principal: ED DASILVA**

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of , .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
March 26, 2024

TO: District School Board of Suwannee County

FROM: Ted L. Roush
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

RECOMMENDATIONS FOR THE 2023-2024 SCHOOL YEAR:

RECOMMENDATIONS: INSTRUCTIONAL:

Branford High School:
Preston Hicks, Teacher, effective February 23, 2024
REPLACES: Nichole Baez

Lura Murfee, Teacher, effective February 22, 2024
REPLACES: Lindsey Jones

Suwannee Middle School:
Fabiola Franz-Sloat, Teacher (Temporary), effective February 27, 2024
REPLACES: Hannah Hicks

RESIGNATIONS: INSTRUCTIONAL:

Suwannee High School:
Destiny Denson, Teacher, effective March 22, 2024

Kaitlyn White, Teacher, effective March 15, 2024

Suwannee Middle School:
Brittany Weaver, Teacher, effective May 31, 2024

LEAVE OF ABSENCE (MEDICAL):

Suwanee Riverside Elementary:
Brittany Thomas, Teacher, effective February 21, 2024 through May 1, 2024
(With the option to return sooner if released by her doctor)

PART-TIME/HOURLY:

RIVEROAK Technical College:
Traci Gill — CNA Instructor

TERMINATION:

Suwannee High School:
Ashley Hingson, School Secretary, effective March 14, 2024

RETIREMENT: NON-INSTRUCTIONAL:

Suwannee Springcrest Elementary:
Lynn Peaden, Media Clerk, effective August 31, 2024

SUSPENSION: NON-INSTRUCTIONAL:

Transportation:
Shawn Hill, Bus Driver, effective February 28, 2024, without pay

RECOMMENDATIONS: NON-INSTRUCTIONAL:

District Wide:
Sierra Bozeman, Homeless Program Paraprofessional (Temporary), effective February 27, 2024
REPLACES: Brianna Stevens

Erica May, ESE Paraprofessional (Temporary), effective February 28, 2024
REPLACES: New Position

Suwannee Middle School:
Trevor Garland, Paraprofessional (Temporary), effective February 27, 2024
REPLACES: New Position (Grant Funded)

Suwannee Riverside Elementary:
Heather Lang, Paraprofessional (Temporary), effective March 11, 2024
REPLACES: Ashley Flowers Wright

LaTangelia Tanksley, Paraprofessional, effective March 4, 2024
REPLACES: Julia Gay

RESIGNATIONS: NON-INSTRUCTIONAL:

Student Services:
Sierra Bozeman, Homeless Program Paraprofessional, effective March 11, 2024

Suwannee Springcrest Elementary:
Marissa Lane, Paraprofessional, effective March 22, 2024

Transportation:
Amber Deaton, Bus Driver, effective February 16, 2024
Sierra Bozeman, Bus Driver, effective February 27, 2024
Susan Kirby, Bus Aide, effective March 1, 2024
Shawn Wanstead, Mechanic, effective February 29, 2024

LEAVE OF ABSENCE: (MATERNITY):

Suwannee Pineview Elementary:
Erika Hodge, Paraprofessional, effective March 5, 2024 through May 6, 2024
(With the option to return sooner if released by her doctor)

Vanessa Isidro Mares, Paraprofessional, effective March 8, 2024 through April 28, 2024
(With the option to return sooner if released by her doctor)

Suwannee Riverside Elementary:
Rebecca McCray, Paraprofessional, effective May 9, 2024 through May 30, 2024
(With the option to return sooner if released by her doctor)

LEAVE OF ABSENCE: (MEDICAL):

Suwannee Opportunity School:
Lakeidra Lee, Paraprofessional, effective February 19, 2024 through March 15, 2024
(With the option to return sooner if released by her doctor)

SUPPLEMENTARY:

Employee Name	Position	Location
John Blalock	Head Boys' JV Basketball Coach	Branford High School
John Blalock	Boys' Intramural Basketball Coach	Branford High School
Allison Brown	Planning Period Supplement	Suwannee High School
Bethany Byrd	Junior Varsity Cheerleading Sponsor	Branford High School
Tracy Combee	Majorette Sponsor	Branford High School
Dana Root	Girls' Assistant Basketball Coach	Branford High School
Dana Tidwell	Dance Troupe Sponsor	Branford High School

MISCELLANEOUS:

Approval for Cara Disken to work as a Teacher in the ELA Saturday Boot Camp at Branford Elementary School (Grant Funded)

Approval for Allison Brown to work in the Biology Boot Camp before school at Suwannee High School (Grant Funded)

Approval for Jennifer Floyd to work in the 21st Century Program

Approval for Shannon White to be the 21st Century Site Coordinator

Approval for the following to work in the After-School Writing Boot Camp at Suwannee Springcrest Elementary: (Grant Funded)

Jenny Clark
Stephanie Gray
Ashely Long
Joan Weber

Approval for the following to work in the After-School Reading Camp at Branford Elementary School

Nelly Arias
Kirsten Boston
Tiffany Cochran
Wynette Sumner
Kelly Williams

Approval for the following to work in the Saturday Bootcamps at Riverside Elementary School:

Katrina Armstead
Jennifer Baker
Leigh Fountain
Rhoshonda Herring
Mallory Jackson
Takesha Patrick
Katherine Thompson

Alternates:

Summer Bell
Jennifer Floyd

Approval for the following employees to work additional hours to assist in the administration of Community Based Instruction Testing during the month of May 2024. Not to exceed a combined total of 240 hours.

Brandy Allen
Amber Bonk
Sara Carney
Lakeidra Lee
Courtney McHugh
Donna Riegel
Jaxon Sansouci
Donna Schiavo
Jackie Taylor
Keifer Thompson
Tracy Wallace
Edwina Woods

SUBSTITUTES:

Approval for the following to work as a Substitute Bus Attendant:

Gary Blevins
Stephanie Pursley

VOLUNTEERS:

BES/BHS	Taryn Anderson	Field Trips
BES	Nelly Arias	Field Trips
BES	Colleen Beschen	Field Trips
BES	Jennifer Bond	Field Trips
BES	Lyndsey Browning	Field Trips
BES	Brittney Cannon	Field Trips
BES	Jeremy Cannon	Field Trips, Clubs
SSE	Madison Cantella	Classroom, Field Trips
SSE	Sherry Carter	Field Trips
SSE	Khristopher Castillo	Field Trips
Bes	Mariah Clayton	Field Trips
BHS	Crystal Cox	Field Trips
BHS	Carlos Diaz	Classroom, Field Trips, Clubs
BHS	Luis Dominguez	Classroom, Field Trips, Clubs

BES	Lisa Flowers	APT/Advisory Field Trips
SMS/SHS	Teresa Frances	APT/Advisory, Classroom, Field Trips
BES	Yuriana Garcia Luna	Field Trip
BES	Gerard Gardner	Field Trips
BES/BHS	Chyenne Gill	Classroom, Field Trips
BES/BHS	Keri Gill	Field Trips
BHS	Sharon Golding	Classroom, Field Trips, Clubs
BES	Brian Grider	Field Trips
BES	Tori Hall	Field Trips
BES/BHS	Cassie Hammond	Classroom, Field Trips
BES/BHS	Daniel Hammond	Classroom, Field Trips
BHS/BES	Lisa Handy	Field Trips
BHS	Jamoe Hardee	Classroom, Field Trips, Clubs
BES	Kimberly Harmon	Field Trips
BES	Natalie Hayes	APT/Advisory, Classroom, Field Trips
SMS/SHS	Joshua Herriman	Football
BES/BHS	Kyndal Howard	Field Trips
BES	Deborah Johns	Field Trips
BES	Tahnessia Jones	Classroom, Field Trips
BES/BHS	Alexander Kane	Field Trips
BHS	David Keen	Classroom, Field Trips, Clubs
BES	Ragon Knight	Field Trips
BES	Lollie Law	Field Trips
BHS	Jessica Lindsey	APT/Advisory, Classroom, Field Trip, Clubs
SSE	Danielle Lynch	Classroom, Field Trips
BES/BHS	Suzette Maddox	Field Trips, Clubs
BES/BHS	Yanet Martinez	Field Trips
BES	Patriece Matthews	Field Trips
BES/BHS	Wilma Matthews	Field Trips
BES	Neomia Mauldin	Field Trips
BHS	Brenna McMullen	APT/Advisory, Classroom, Field Trip, Clubs

End of List
2023-2024
School Year

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**"), effective as of May 1, 2024 (the "**Effective Date**"), is by and among Suwannee County School Board, ("**Client**") and Employer Direct Healthcare, LLC ("**EDH**"). Client and EDH may be individually referred to herein as a "**Party**" or collectively as the "**Parties.**"

WHEREAS, Client is an employer that makes available employee welfare benefit plans, pursuant to which the Client pays or makes arrangements for payment of certain health, wellness, and other benefits of its employees, retirees, members or other affiliates and certain of their family members or other beneficiaries ("**Enrollee**" or "**Enrollees**", as defined in the applicable SOW); and

WHEREAS, EDH makes available, either directly or in conjunction with third parties with whom EDH has a contractual relationship (such parties, "**Convened Parties**"), certain health management and navigation offerings that may serve to supplement existing benefit plans offered by Client; and

WHEREAS, Client wishes to arrange to have the Services (as defined below) made available to its Enrollees, and EDH wishes to provide those Services, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Services

(a) In accordance with the terms of this Agreement, EDH and, if applicable, Convened Parties shall provide the Services to Client as set forth in the respective Statement(s) of Work ("**SOW**") executed between the Parties and attached hereto (the "**Services**"). EDH and any such Convened Parties shall have discretion and flexibility to structure their operations to deliver the Services from various service locations and affiliates located throughout the United States. Client will submit to or cause the appropriate third parties to submit to EDH and Convened Parties, if any, all Client Information in Client's control necessary for EDH and any such Convened Parties to perform the Services covered by this Agreement. Client is responsible for the accuracy and completeness of any and all Client Information that is submitted to EDH or any Convened Parties. Client agrees to immediately notify EDH and any Convened Parties of any problems or errors in Client Information submitted to such parties. Services performed by EDH or any Convened Party in correcting problems or errors arising from inaccurate or incomplete Client Information are additional services for which additional fees may be payable. Client shall obtain any consent necessary to enable EDH and any Convened Parties to provide the Services as contemplated herein. Client shall reasonably cooperate with EDH and Convened Parties in all matters relating to the Services and appoint a Client employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Client with respect to matters pertaining to this Agreement.

(b) All executed SOWs, along with any other attachments, exhibits, or schedules thereto, are incorporated by reference and made part of this Agreement. If there is any conflict or inconsistency between the terms in the body of this Agreement and any SOW, the terms of the SOW shall prevail. Change requests, updates, and revisions to the Services will only be binding if documented via a written amendment executed by the Parties.

2. Payment

Client or its designee will make payment to EDH or Convened Parties, as applicable, for the Services as specified in the applicable SOW. For the avoidance of doubt, Client is ultimately responsible for payment in the event Client or its designee(s) fail to make payment of any amount due pursuant to an SOW. EDH and, if applicable, Convened Parties may submit separate invoices and/or claims for Services provided pursuant to an SOW.

3. Term and Termination

(a) The term of this Agreement (the "**Term**") shall commence on the Effective Date and terminate upon the termination of the last Statement of Work, unless earlier terminated as specified below.

(b) Either Party may terminate this Agreement for cause upon ninety (90) days prior written notice to the other Party, provided that the defaulting Party shall have the opportunity to cure any breach within such ninety (90) days. Except in the case of a payment default, the ninety (90) day cure period may be extended if: (i) the defaulting Party is making all reasonable efforts to promptly cure the non-performance and within such period; and (ii) the defaulting Party gives the non-defaulting Party written notice of the defaulting Party's need for an extension and of the actions it is taking to cure its breach or non-performance. As used in this Section, the term "reasonable efforts" shall include the application of diligence and resources reasonably necessary to cure the non-performance in a business-like fashion with due regard to the seriousness of such non-performance or non-compliance and its impact upon the non-defaulting Party and those to whom the non-defaulting Party may have legal or contractual obligations.

(c) Either Party may terminate this Agreement, effective upon written notice to the other Party if any law or official interpretation of any such law renders any provision of this Agreement illegal under applicable law; provided however, that the Parties shall, prior to such termination, enter into good faith negotiations to amend this Agreement so as to make it conform to applicable law while still maintaining the original purpose of this Agreement to the maximum extent possible. If the Parties fail to reach an agreement within thirty (30) days after the inception of such negotiations, then this Agreement shall terminate.

(d) An SOW may be terminated only in accordance with the terms of the applicable SOW.

(e) Termination or expiration of this Agreement for any reason shall not affect the obligation of any Party to pay any amount due that arose prior to the effective date of such termination or expiration or to perform any duty that arose prior to the effective date of such termination or expiration. Further, in the event of termination or expiration of this Agreement for any reason, each SOW will continue until expired or terminated pursuant to its specific terms, and the terms of this Agreement shall continue for so long as any such SOW remains in effect. Upon termination or expiration of this Agreement and all SOWs, the Parties shall no longer have any further obligations under this Agreement, with the exception of any terms and conditions in this Agreement that are expressly or by their nature intended to extend beyond the term of this Agreement.

4. Ownership and Control of Data and Work Product

(a) "**Client Information**" is defined as all information, data, and materials (in whatever form or media) provided to EDH or Convened Parties under this Agreement by or on behalf of Client. "**Service Provider Information**" is defined as all information and materials (in whatever form or media) provided to Client by or on behalf of EDH or Convened Parties other than Client Information. Service Provider Information includes, but is not limited to: (i) EDH's and Convened Parties' mobile and web applications; (ii) EDH's and Convened Parties' letters, reports and other presentations; (iii) each web site on the World Wide Web through which EDH or Convened Parties perform the Services and make related information and/or other content available to Client (as may be updated or modified from time to time); (iv) any software, including underlying source and object code, and instructions embedded in spreadsheets, owned by or licensed to EDH or Convened Parties; (v) EDH's or Convened Parties' responses to Client's requests for proposal or other proposal-related documentation; (vi) EDH's or Convened Parties' standard materials and derivatives thereof and related materials; and (vii) EDH's or Convened Parties' generalized practices, techniques, business processes, and know-how regardless of whether developed in connection with the Services or engagements with other clients. Notwithstanding the foregoing, Enrollee health information maintained by or on behalf of a licensed healthcare professional for the purpose of treating its patients shall be deemed to fall outside the definition of "Client Information".

(b) As between the Parties: (i) EDH will retain all right, title, and interest in and to all Service Provider Information; and (ii) Client will retain all right, title, and interest in and to all Client Information.

(c) Subject to the terms of this Agreement, EDH grants to Client a non-exclusive, non-sublicensable, non-transferable, royalty-free right and license during the Term to access and use the Service Provider Information made available pursuant to this Agreement to Client solely to receive the Services. The foregoing right and license may be subject to additional restrictions specific to EDH's or Convened Parties' third-party suppliers or contractors. Client's license and access rights to Service Provider Information expire as of the end of the Term.

(d) Client grants EDH and Convened Parties, and their respective affiliates and subcontractors, a non-exclusive, sub-licensable, non-transferable, royalty-free right and license during the Term to use the Client Information made available by Client to EDH and such Convened Parties in connection with the performance of the Services.

(e) Client will not: (i) create derivative works based on, modify, or translate the Service Provider Information; (ii) sell, assign, distribute, lease, market, rent, sublicense, transfer, or otherwise grant rights to the Service Provider Information in whole or in part to any third party; (iii) obfuscate, remove, or alter any of the internet links or copyright or other proprietary legends that are in the Service Provider Information or that are displayed on pages served by the Service Provider Information; or (iv) reverse engineer, decompile, or disassemble Service Provider Information or any part thereof or otherwise obtain or attempt to obtain the source code for Service Provider Information.

(f) Nothing in this Agreement affects either Party's right to make use of its general knowledge, know-how (including processes, ideas, concepts and techniques developed in the course of performing the Services hereunder) and skill acquired or developed in the course of this Agreement.

5. Confidentiality

(a) "**Confidential Information**" means all materials and information of a confidential or proprietary nature disclosed by or on behalf of a Party (in such capacity, a "**Discloser**") to the other Party (in such capacity, a "**Recipient**") or its employees, subcontractors, agents, or other representatives ("**Representatives**"). Confidential Information includes, without limitation, the terms of this Agreement and any SOW, Client Information, Service Provider Information, a Discloser's pricing, methodologies, fee schedules, volume of business, methods, systems, practices, plans, and/or

other confidential or proprietary information. Each Party's respective Confidential Information will remain its sole and exclusive property. Notwithstanding the foregoing, Confidential Information shall not include any information that was rightfully known to the Recipient without restriction on use or disclosure before receipt from Discloser, is or becomes generally known to the public without violation of this Agreement by any of the Recipient or its Representatives, or is independently developed by the Recipient or its Representatives without reference to or use of any of Discloser's Confidential Information, as demonstrated by Recipient's competent evidence. Notwithstanding the foregoing, solely for the purpose of this Section, Enrollee health information maintained by or on behalf of a licensed healthcare professional for the purpose of treating its patients shall be deemed to fall outside the definition of "Confidential Information".

(b) Recipient agrees: (i) to use the Confidential Information of the Discloser only for purposes of performing Recipient's obligations under this Agreement; (ii) to maintain the Confidential Information of the Discloser as strictly confidential in the same manner it safeguards its own Confidential Information, and exercise reasonable precautions to prevent any unauthorized access, use or disclosure of such Confidential Information; and (iii) not to disclose the Confidential Information to any third party other than its Representatives who have a need to know such Confidential Information for the purpose of performing Recipient's obligations or exercising Recipient's rights under this Agreement, but in any event only to those Representatives who are apprised of the confidential nature of the Confidential Information and who are bound by obligations with respect to such Confidential Information no less restrictive than those set forth in this Section. Recipient will be responsible for any breach of its obligations hereunder by its Representatives. These restrictions will not prevent either Party from complying with any law, regulation, court order, or other legal requirement that compels disclosure of any Confidential Information provided that Recipient: (x) promptly notifies Discloser upon learning of any such legal requirement; (y) cooperates with Discloser in the exercise of its right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency; and (z) discloses only that Confidential Information which is (on the advice of its counsel) required to be disclosed. Upon termination of this Agreement for any reason, Recipient will, subject to its rights and obligations under this Agreement, promptly return to Discloser all originals and copies of any Confidential Information and destroy all information, records, and materials developed therefrom. Notwithstanding the foregoing, Recipient may retain a copy of all Confidential Information for archival purposes; provided that the requirements of this Section shall survive termination or expiration of this Agreement for so long as such Confidential Information is retained or possessed by Recipient.

(c) Except as expressly set forth in this Section, each Party recognizes that its inappropriate disclosure or use of Confidential Information of the Discloser may give rise to irreparable injury to the Discloser and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, each Party (in its capacity as Discloser) has the right to seek equitable and injunctive relief to prevent the unauthorized possession, use, disclosure, or knowledge of any Confidential Information.

(d) The Parties shall comply with the privacy and security regulations issued by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the security provisions of the American Recovery and Reinvestment Act of 2009, also known as the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"). Each Party will be responsible and accountable for entering into appropriate business associate agreements with the other Party and its respective Representatives and subcontractors that are engaged to provide services under this Agreement. The Parties acknowledge and agree that all medical and other clinical records maintained by licensed healthcare professionals are the property of such healthcare professionals, and any use, disclosure, retention, or transfer of such records shall be in accordance with state and federal laws.

(e) Nothing in this Agreement (including, without limitation, the foregoing restrictions of this Section 5) shall be interpreted in a manner that violates the prohibition against gag clauses enacted by Section 201 of Division BB of the CAA and prohibits the required disclosures. Upon reasonable request of Client, EDH will assist Client and Client's group health plan with the requirement to attest compliance with the foregoing requirements.

6. Representations and Warranties

(a) Each Party hereby represents and warrants to the other Party that: (i) it has full right, power, and authority to enter into this Agreement and each SOW hereunder and to carry out its obligations hereunder; (ii) by entering into this Agreement, it does not and will not violate or constitute a breach of any of its contractual obligations with third parties; (iii) it will comply in all material respects with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations within the United States; and (iv) it holds all permits, licenses, and similar authority necessary for performing its obligations under the Agreement.

(b) EDH further represents and warrants that: (i) EDH and Convened Parties shall perform the Services using personnel of required skill, experience, and qualifications and shall devote adequate resources to meet the obligations under this Agreement; and (ii) the mobile and web applications provided by EDH and Convened Parties as part of the Services will be periodically tested using industry standard test tools to verify that they are free of any time bomb, viruses, trap doors, back doors, or other code which destroys, erases, damages, or disrupts the normal operations of,

or allows for unauthorized access to, Enrollee health information and does not infringe on the intellectual property rights of any third party.

(c) Client further represents and warrants that (i) only authorized agents of its group health plan will be given access to Protected Health Information (as defined in 45 C.F.R. 106.103) shared under this Agreement; (ii) Client's group health plan will not access Protected Health Information for any purposes other than those relating to Healthcare Operations (as defined in 45 C.F.R. 164.501(1)-(2)), Payment (as defined in 45 C.F.R. 164.501), or Treatment (as defined in 45 C.F.R. 164.501), or for purposes otherwise permitted under HIPAA when pursuant to an applicable Business Associate relationship; and (iii) Client's employee benefits programs implicated by this Agreement are in compliance with all laws and regulations, including but not limited to, the Employee Retirement Income Security Act of 1974 ("**ERISA**") and the Patient Protection and Affordable Care Act ("**ACA**").

(d) EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (I) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (II) EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7. Indemnification

(a) Each Party (the "**Indemnifying Party**") will defend, hold harmless, and indemnify the other Party and its affiliates and their respective Representatives ("**Indemnitees**"), from and against any and all losses, liabilities, damages, fines, fees, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") incurred or suffered by an Indemnitee with respect to any claims, actions, suits, or proceedings brought against an Indemnitee by a third party (each, a "**Claim**"), arising out of, resulting from, or related to the following actions or failure to act of the Indemnifying Party or its Representatives: (i) gross negligence, reckless or willful misconduct, or criminal acts or omissions in connection with this Agreement or (ii) material breach of this Agreement.

(b) With respect to the obligations under this Section, each Indemnitee will: (i) promptly notify the Indemnifying Party of any Claim subject to such obligations, however, any delay or failure of notification shall not relieve the Indemnifying Party of its obligations except to the extent it has been materially prejudiced by such delay or failure; (ii) provide the Indemnifying Party (upon request) with full authority to defend and/or settle any such Claim, provided that: (1) the Indemnitee may assume such defense if the Indemnifying Party does not promptly assume diligently defending the Claim with competent counsel free of any conflict of interest with the Indemnitee, or if the Indemnifying Party ceases such defense at any time, and (2) if the Indemnifying Party assumes control of the defense of any Claim, the Indemnitee may participate in such defense and settlement of the Claim with its own counsel at its own expense; and (3) the Indemnifying Party may not settle any Claim without the Indemnitee's prior written consent (not to be unreasonably withheld) except no such consent will be required for any settlement that (A) does not admit any liability on behalf of any of the Indemnitees, (B) includes an unconditional release of liability for the Indemnitees, and (C) does not place obligations on any Indemnitee (other than the payment of money which will be fully satisfied by the Indemnifying Party); and (iii) provide the Indemnifying Party with reasonable information and assistance (at the Indemnifying Party's request and expense) to defend such Claim.

8. Disclaimer of Damages; Limitation of Liability

(a) EXCEPT AS SET FORTH IN SECTION 8(b): (A) IN NO EVENT WILL EDH BE LIABLE CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS, GOODWILL, DATA, USE, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL EDH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY THEORY OF LIABILITY, EXCEED THE FEES RECEIVED BY EDH UNDER THIS AGREEMENT WITHIN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

(b) The disclaimer of damages and limitation of liability set forth in Section 8(a) in no way limits EDH's liability or any rights and/or remedies Client may have with respect to: (i) EDH's breach of its obligations set forth in Section 5 of this Agreement; (ii) EDH's breach of its obligations set forth in the business associate agreement executed by the Parties; and (iii) EDH's willful misconduct or fraud.

9. Dispute Resolution.

(a) In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (a "**Dispute**"), the complaining Party shall give written notice to the other Party providing reasonable detail regarding the nature of the Dispute (a "**Dispute Notice**"). As soon as reasonably practicable following delivery and receipt of a Dispute Notice, executive(s) of each Party who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility

for day-to-day administration of this Agreement shall meet and confer in good faith to attempt to resolve the Dispute expeditiously and amicably (a "**Meet and Confer**"). The Meet and Confer shall occur at such time and place as mutually agreed upon by the Parties. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Law protecting statements, disclosures, or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Law.

(b) If any Dispute is not resolved to the mutual satisfaction of the Parties within thirty (30) days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted in accordance with this Section. A Party who fails or refuses to submit a Dispute to arbitration following a lawful demand by the other Party will bear all costs and expenses incurred in compelling arbitration of such Dispute.

(c) Either Party may commence arbitration by giving written notice to the other Party demanding arbitration (the "**Arbitration Notice**"). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action. The arbitration shall be conducted in accordance with the commercial arbitration rules and procedures of the American Arbitration Association ("**AAA**"), but only to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of AAA and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern. The arbitration will be conducted at a mutually agreed location. The arbitration shall be conducted before a single impartial arbitrator who is selected by the Parties. The Parties shall use good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator or as soon thereafter as established by the arbitrator. The arbitrator is empowered to hear and decide dispositive motions in advance of the hearing-on-the-merits by applying the law of the law governing this Agreement, excluding any applicable conflicts or choice of law provisions. The arbitrator shall have no authority to award damages or provide a remedy that would not be available to such prevailing party in a court of law nor shall the arbitrator have the authority to award punitive damages. The existence of the arbitration, the arbitration proceedings, and the outcome of the arbitration will be treated as Confidential Information under this Agreement and will not be disclosed by either Party except as may be required by applicable law. Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by Florida law. The Parties to the Dispute shall initially share all fees and costs of the arbitration proceedings as may be specified by the arbitrator. After the arbitrator issues the written award, the prevailing Party or Parties shall be entitled to apply to the arbitrator for, and recover, all reasonable costs and expenses associated with the arbitration, including, but not limited to, the fees of the arbitrator, administrative fees, and reasonable attorneys' fees.

(d) The Parties agree that pursuing arbitration of a Dispute will not limit a Party's right to seek provisional or ancillary remedies, including injunctive relief, from a court of competent jurisdiction, in Suwannee County, Florida or the United States District Court for the Middle District of Florida, Jacksonville Division, whether before, after or during any Dispute resolution activity. The exercise of any such remedy will not waive the right of any Party to compel arbitration or referral under this Section.

(e) For the avoidance of doubt, the Parties do not intend for the Dispute resolution procedures set forth in this Section to supplant the routine handling of ordinary inquiries and complaints through informal contact between the personnel of each Party appointed to administer this Agreement.

10. Miscellaneous

(a) The attachments, exhibits, addenda, schedules, and/or SOWs attached to this Agreement ("**Attachments**") are incorporated into and deemed part of this Agreement. The Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement. References to Sections and Attachments are to the referenced portions of this Agreement unless otherwise specified.

(b) The Parties specifically agree to comply with all applicable health care laws, rules, and regulations, including: (i) the federal Anti-kickback Statute (42 U.S.C. § 1320a-7b(b)); and (ii) the federal Stark Law (42 U.S.C. § 1395nn) and any analogs under applicable state law. Accordingly, no part of any consideration paid hereunder is intended as a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services, nor are the payments arising hereunder intended to induce illegal referrals of business.

(c) Unless otherwise expressly set forth in this Agreement, EDH and Convened Parties shall not have any discretion with respect to the management or administration of any Client human resources policy or benefit plan, or with respect to determining or changing the rules or policies pertaining to eligibility or entitlement of any Enrollee or benefit plan participant in any such policy or plan to benefits under such policy or plan.

(d) This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. Neither Party shall assign its rights or obligations hereunder without the prior written consent of the other Party,

which consent shall not be unreasonably withheld or delayed, except EDH may assign its rights and obligations to: (i) an affiliate entity controlled by, controlling, or in common control with EDH; (ii) in connection with an initial public offering of EDH business; or (iii) to a successor of all or substantially all of the assets of EDH through merger, reorganization, consolidation or acquisition.

(e) Neither Party will be in breach of this Agreement, nor will either Party be liable to the other Party for, liabilities, damages, or other losses arising out of delays in performance caused by acts of God, government authority, war, strike, labor disputes, fire, explosion, sabotage, pandemic, accident, casualty, loss of facilities, or other similar occurrences beyond the reasonable control of such Party so as long as such Party is diligently attempting to correct the cause of the delay. EDH and Convened Parties' failure to perform the Services or other obligations in accordance with the applicable terms of this Agreement shall be excused to the extent that any such failure is attributable to: (i) Client's or Client's designee's failure to fulfill its obligations under this Agreement or to take corrective action within tasks allocated to Client in the SOW; or (ii) Client's failure to follow the rules, policies, and procedures of which they have been notified relating to the Services.

(f) Each Party reserves the right to the control and use of their respective names, copyrights, symbols, trademarks, and service marks ("**Marks**"). Except as set forth in this Agreement, no Party shall use the other Party's Marks in advertising, promotional materials, or otherwise without the prior written consent of the Party owning such Marks. Client will permit its logo to be displayed in educational and promotional materials to current or prospective clients and EDH will permit EDH's logo to be displayed in Client's educational and promotional materials, provided that: (i) any use of a Party's logo shall conform to the guidelines and specifications set forth by the Party owning such logo; and (ii) each Party obtains the other Party's prior written consent in each instance. Within a reasonable amount of time after the Effective Date, the Parties will cooperate in the mutual approval and distribution of a press release announcing certain terms of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, EDH and Convened Parties may develop and use various reports, surveys, analytics studies and data compilations (collectively, "**Data Derivations**") for any business purpose, including analyses, extracts, and derivations of Client Information, provided that such Data Derivations are comprised of anonymized data and do not contain any information that is identifiable to any third party recipient and originating from Client or its affiliates, Enrollees or personnel and such de-identification is done in accordance with the applicable provisions of HIPAA. EDH and Convened Parties may also use Client Information to the extent and for purposes authorized by the Enrollee or participant whose data is being used.

(h) It is expressly understood and agreed that the Parties' respective obligations under this Agreement that by their nature continue beyond the termination or expiration of this Agreement shall survive such termination or expiration of this Agreement.

(i) If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights. Except as otherwise provided, all remedies available to a Party for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

(j) This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles thereof relating to the conflicts of laws, except to the extent superseded or preempted by federal law.

(k) Except as specifically set forth in this Agreement, all consents, approvals, notices, requests, and similar actions to be given or taken by either Party under this Agreement shall not be unreasonably withheld or delayed, and each Party shall make only reasonable requests under this Agreement.

(l) The compensation paid to EDH or Convened Parties attributable to the performance or receipt of the Services do not include any applicable federal, state, or local sales, use, excise, value-added, personal property, or other similar taxes (collectively "**Transaction Taxes**"). Client shall be solely responsible for any and all Transaction Taxes. Each Party shall bear sole responsibility for all federal, state or local taxes or assessments resulting from its respective: (i) net income; (ii) capital (e.g., state franchise taxes); (iii) gross receipts that are imposed on the privilege of doing business; or (iv) personal property or owned or leased real property used in connection with the performance or receipt of the Services. EDH makes no assertion or warranty regarding whether benefits provided to an Individual receiving the Services will be excludable from an individual's gross income for federal or state income tax purposes. EDH will not be responsible for the tax consequences of contributions to or benefits paid from the employer's benefit program.

(m) This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof, and there are no other representations, understandings, or agreements between the Parties relative to such subject

matter. No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless signed by an authorized representative of each of the Parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

(n) EDH and Convened Parties reserve the right to refuse to perform Services for any Enrollee or other individual for fraudulent, abusive or inappropriate behavior. If excessive cases of fraud, abuse or non-compliance arise under this Agreement then the Parties shall work together to identify and remedy the problem, to the extent practical.

(o) Each Party will maintain such insurance coverage as is reasonably necessary to support its respective obligations under this Agreement. Upon written request, each Party shall provide evidence of such coverage to the other Party.

(p) Nothing herein shall be construed to place EDH or any Service Provider, on the one hand, and Client or any Enrollee, on the other hand, in a relationship of partners or joint venturers, and such parties may not bind the others to any agreement or commitment.

11. Notices

All notices, requests, consents, demands (including service of process), approvals, and other communications hereunder shall be deemed to have been duly given, made, or served if in writing and delivered personally or sent by overnight carrier with delivery confirmation, to the respective Parties as follows:

If to Client:

Ted L. Roush, Superintendent
Suwannee County School District
1740 Ohio Ave. S
Live Oak, Florida, 32064

If to EDH:

Employer Direct Healthcare, LLC
Attention: Legal Department
2100 Ross Avenue, Suite 1900
Dallas, TX 75201

The designation of the person to be so notified or the address of such person for the purposes of such notice may be changed from time to time by similar notice.

12. Record Keeping and Audit

EDH agrees to maintain accurate and complete records relating to performance of its obligations under this Agreement. EDH further agrees that, during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, Client or its designee(s) may, at Client's sole cost and expense, at any time upon not less than thirty (30) days' notice, and in any event no more than once per calendar year, examine the books and records of EDH related to EDH's performance under this Agreement ("**Audit**"). EDH will reasonably cooperate with any such Audit(s) and will provide all records, data and other documentation reasonably requested by Client or its designee conducting such Audit. Audit(s) will be conducted during normal business hours.

IN WITNESS WHEREOF, the Parties agree to the foregoing terms of agreement through the execution below by their respective, duly authorized representatives.

Employer Direct Healthcare, LLC

By:

Name:

Title:

Date:

Suwannee County School District

By:

Name: Ted L. Roush

Title: Superintendent of Schools

Date:

Suwannee County School Board

By:

Name: Jerry Taylor

Title: Board Chairman

Date:

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

STATEMENT OF WORK NO. 1
SURGERY PLUS

This Statement of Work No. 1 (this "**Statement of Work**") is entered into by and between Employer Direct Healthcare, LLC ("**EDH**") and Suwannee County School Board ("**Client**"). This Statement of Work is entered into pursuant and subject to the Master Services Agreement ("**Agreement**") by and between EDH and Client, effective May 1, 2024, to which this Statement of Work shall be attached. This Statement of Work is fully incorporated into and made part of the Agreement. In the event of any conflict between the body of the Agreement and this Statement of Work, this Statement of Work shall prevail.

1. Certain Defined Terms

Capitalized terms not defined in this Statement of Work shall have the meaning given to them in the Agreement. The following capitalized terms shall have the following meanings for purposes of this Statement of Work:

"**Employee**" means any United States domiciled employee of Client who is currently enrolled in a Plan.

"**Enrollee**" means any Employee and any other United States domiciled individual receiving benefits under a Plan at the time Covered Services are requested (including, for the sake of clarity, any individual utilizing such health plan through COBRA or as a dependent or beneficiary of an Employee).

"**Medically Necessary Service**" means a health care item or service that a Participating Provider determines to be both reasonable and necessary to diagnose or treat an illness, injury, condition, disease, or symptom of an Enrollee which is consistent with accepted standards of medicine.

"**Participating Provider**" means each hospital, healthcare facility, laboratory, person, or entity duly licensed to provide Covered Services to an Enrollee (or any other provider of medical services, products, or supplies which are Covered Services) with whom EDH has a contractual relationship (either directly or as a subcontractor of a party with whom EDH has a direct relationship).

"**Plan**" means any self-insured health benefits plan sponsored by Client.

"**Travel Benefits**" means the services coordinated by EDH pursuant to this Agreement relating to Enrollee's, and person accompanying such Enrollee, transportation and lodging during or in relation to an Episode of Care.

2. Term and Termination

(a) This Statement of Work is made effective and will commence as of May 1, 2024 (the "**SOW Effective Date**") and will continue in effect for an initial term of three (3) years ("**Initial SOW Term**"). Following the Initial SOW Term, this Statement of Work shall automatically renew for successive one-year periods (each such period, a "**Renewal SOW Term**") unless either Party provides written notification of non-renewal to the other Party not less than thirty (30) days prior to the end of the then-current term. The Initial SOW Term and, if applicable, any Renewal SOW Terms shall be collectively referred to herein as the "**SOW Term**".

(b) EDH or Client may immediately terminate this Statement of Work in the event that the other Party materially breaches any provision of this Statement of Work and fails to cure such breach within ninety (90) days after receipt of notice of such breach; provided, however, that this cure period provision shall not be applicable to a repeat of substantially the same breach. In addition, EDH or Client may terminate this Statement of Work, effective upon written notice to the other party if any law or official interpretation of any such law renders any provision of this Statement of Work illegal under applicable law; provided however, that EDH and the Client shall, prior to such termination, enter into good faith negotiations to amend this Statement of Work so as to make it conform to applicable law while still maintaining the original purpose of this Statement of Work to the maximum extent possible. If such parties fail to reach an agreement within thirty (30) days after the inception of such negotiations, then this Statement of Work shall terminate.

(c) Termination or expiration of this Statement of Work for any reason shall not affect the obligation of any Party to pay any amount due that arose prior to the effective date of such termination or expiration or to perform any duty that arose prior to the effective date of such termination or expiration.

3. Covered Services

(a) EDH will provide Enrollees with access to Participating Providers for the purpose of Enrollees seeking Medically Necessary Services from such Participating Providers related to Episodes of Care ("**Covered Services**"). For purposes of this Statement of Work, "**Episode of Care**" means an episode of medical care sought by an Enrollee related to the non-exhaustive list of medical specialties set forth in the table below. An Episode of Care commences at the time an Enrollee is admitted to a Participating Provider inpatient facility, outpatient facility, surgery center, in-office procedure room, or other health care facility setting and ends when such Enrollee is discharged from the applicable health care facility.

Orthopedic Surgery	Neurological Surgery	General Surgery	Gastroenterological Surgery
Gynecological Surgery	Thoracic Surgery	Otolaryngological Surgery	
Interventional Pain Management	Urological Surgery	Cardiac Surgery	

The Plan shall not exclude any category or type of Episode of Care from being offered by EDH and fulfilled by Participating Providers (a "**Plan Exclusion**"), unless such Plan Exclusion applies equally to coverage through the Plan's Primary TPA. Notwithstanding any Plan requirement to the contrary, it shall be in the Participating Provider's sole discretion to determine the medical necessity of any Covered Service. If at any time during an Episode of Care, a Participating Provider determines that any Medically Necessary Service must be performed on an urgent or emergency basis to preserve the life or health of an Enrollee, such services shall be Covered Services under this Statement of Work. If any such urgent or emergency Medically Necessary Services are provided to an Enrollee by a health care provider that is not a Participating Provider, charges for such services may be billed by such health care provider through the Primary TPA (defined below).

(b) Client acknowledges and agrees that any of the following shall be billed by Participating Providers to an Enrollee and/or the primary third-party administrator responsible for administering medical benefits for the Plan ("**Primary TPA**"): (i) certain medical consultations and certain diagnostic testing provided in advance of an Episode of Care to determine whether or not the services sought by an Enrollee are Medically Necessary Services; (ii) convenience items (e.g., charges for telephone use, premium television access, guest meals, or other similar items or services furnished for the convenience/comfort of an Enrollee); and (iii) any medical procedure or medical care that is not a Medically Necessary Service.

(c) In the event an Episode of Care extends more than ten (10) days beyond its anticipated duration, EDH will notify Client, and EDH and Client will use good faith efforts to mutually agree upon a medically appropriate solution for the transition of coverage for the Enrollee's care.

4. Administrative Services

(a) EDH will require each Participating Provider to cooperate and comply with EDH's credentialing program. Such credentialing program will require Participating Providers to be registered or otherwise qualified in accordance with applicable law and, when applicable to a Provider's role in care processes, to meet accreditation standards, including without limitation, those of the National Committee for Quality Assurance, Joint Commission, or Det Norske Veritas. EDH's credentialing program may also include a review of, as applicable: (i) specialized training, board certification, and fellowships in applicable fields; (ii) relevant and available criminal history; (iii) malpractice claims; (iv) medical board or state licensure sanctions; (v) when applicable, the Provider's procedure-specific treatment and care protocols (including, those related to medical necessity determinations); and (vi) any other publicly available records. EDH may require Participating Providers to provide EDH with documentation and/or primary sources evidencing such credentialing, and may require Participating Providers to comply with additional credentialing practices and programs. EDH will be responsible for verifying that each Participating Provider satisfies all applicable credentialing requirements.

(b) Enrollees will receive access to Participating Providers and the Covered Services by contacting EDH via telephone, email, or webchat and communicating with a member of EDH's member services department (each, a "**Care Advocate**"). EDH's Care Advocates will, as applicable: (i) accept inquiries from Enrollees by phone and electronically; (ii) if requested, assist Enrollees seeking Covered Services from Participating Providers with obtaining and transferring required documentation or forms, including waivers, consents, and other applicable documentation; (iii) provide Enrollees with information relating to a Participating Provider; (iv) for any Enrollee seeking Covered Services from a Participating Provider, provide the Enrollee with non-clinical guidance by answering or directing questions as they may arise; (v) assist Enrollees with planning and scheduling Covered Services with Participating Providers (including reasonable assistance with the planning and scheduling of any necessary travel or other logistical issues; (vi) if requested, provide information to Enrollees relating to the anticipated and/or estimated costs of Covered Services sought through from Participating Providers; (vii) upon reasonable request of Client, refer Enrollees to other benefits administrators or service providers of Client who are deemed by the Care Advocate to potentially benefit from such third party's services; and (viii) receive referrals and engage with Enrollees who are deemed by other benefits administrators or service providers of the Client to potentially benefit from EDH's services.

5. Eligibility Data File

On a weekly basis, Client or its designee shall provide EDH an eligibility file containing the information of each Enrollee in accordance with EDH's standard specifications and requirements ("**Eligibility Data File**"). Client shall be responsible for payment for any services provided to ineligible individuals occurring as a result of Client's or its designee's: (i) untimely provision of an Eligibility Data File to EDH; (ii) failure to meet EDH's standard criteria or requirements for an Eligibility Data File; or (iii) inclusion of inaccurate information contained in any Eligibility Data File. Additionally,

Client shall be responsible for payment of any fees charged by Client's vendors relating to the provision of Eligibility Data Files to EDH.

6. Reporting

Subject to and in accordance with the requirements of applicable law, EDH will regularly (up to monthly at Client's request) provide Client with reports containing EDH's standard metrics gauging the effectiveness of the services performed hereunder (e.g., metrics relating to Enrollee utilization of the services and Client's financial savings). Client may request that EDH provide additional, custom, and/or modified reports to Client or its designees, provided however, Client acknowledges and agrees that any such request is for services not covered by this Statement of Work, and that an additional fee will be payable by Client for such additional services.

7. Communications and Incentives

(a) Prior to the commencement of each Plan year during the SOW Term, Client shall approve the form and content of and authorize EDH to distribute: (i) an ID card to all Enrollees and (ii) a quarterly print and electronic communication to all Enrollees regarding the services provided under this Statement of Work (collectively, "**Communications Materials**"). EDH shall be responsible for distributing the Communications Materials to Enrollees. If Client does not respond to EDH within fourteen (14) days of EDH's annual written request for approval and authorization to distribute the Communications Materials, then the form and content of such Communications Materials shall be deemed approved by Client, and EDH shall be deemed authorized to distribute such Communications Materials to Enrollees. Client shall be responsible for obtaining the requisite consent or authorization from Enrollees necessary for EDH to distribute the Communications Materials described herein.

(b) Client shall provide financial incentives to Enrollees for utilizing Participating Providers for Covered Services (at a minimum, to the extent permitted by applicable law, Client shall waive copays, deductibles, and coinsurance). If any financial incentives involve EDH's administration of a cash incentive or health spending account (HSA) contribution, Client shall be financially responsible for the amounts administered by EDH relating to such incentives.

8. Travel Benefits

From time to time, an Enrollee may be required to travel by car or airplane to a Participating Provider in relation to an Episode of Care. EDH will coordinate and administer travel related to an Enrollee's Episode of Care in accordance with the Plan's requirements, which will include, as applicable, EDH's coordination of logistics and payment related to airfare, hotel, mileage for driving, and/or other daily expense allowance(s) ("**Travel Benefits**"). It shall be the sole responsibility of an Enrollee traveling for an Episode of Care to obtain advice from the Participating Provider or the Enrollee's existing treating physician as to whether such Enrollee is fit for such travel.

9. Claims, Travel Charges, and Administrative Charges

(a) EDH will receive and process claims, invoices, and other written or electronic notices or requests for reimbursement from: (i) Participating Providers related to Covered Services provided to Enrollees (collectively, "**Claims**"); (ii) travel-related vendors in connection with Travel Benefits provided to Enrollees ("**Travel Charges**"); and (iii) other vendors or suppliers relating to EDH's provision of administrative services, including: (A) expenses relating to medical records transfer on behalf of an Enrollee, (B) expenses related to paper/electronic Claims submission, and (C) swift card fees related to administration of the Travel Benefits or other Enrollee financial incentives ("**Administrative Charges**"). Upon receipt, EDH will process and pay Claims, Travel Charges, and Administrative Charges according to the rates and terms agreed upon by EDH and the Participating Provider or other vendor.

(b) On a weekly basis, EDH will prepare and submit invoices to Client fully disclosing and itemizing the amounts to be paid for Claims, Travel Charges, and Administrative Charges. Such invoices shall be paid by Client via wire transfer or electronic funds transfer not more than ten (10) days after Client's receipt of such invoices.

(c) If Client fails to pay EDH any amount for Claims within sixty (60) days following receipt of an invoice itemizing such amount, EDH will notify Client and the Participating Provider of such failure, and EDH use good faith efforts to facilitate resolution of any payment issues or disputes between Client and the Participating Provider for a period of thirty (30) days. If the issue(s) are not resolved and payment is not made by the end of such 30-day period, EDH will notify Client, and the Participating Provider, and the Participating Provider may terminate provision of Covered Services to Client and its Enrollees. Client acknowledges and agrees that the Participating Provider may then seek to recover payment of such amounts directly from Client and/or the applicable Enrollee(s). In such event, Client and the Enrollee(s) will lose the benefit of any discounts or rates associated with EDH's contract with the Participating Provider, and the Client or Enrollee will be responsible for up to the full amount of the Participating Provider's billed charges.

(d) EDH will process initial "claims for benefits" as well as appeals related to the Covered Services in compliance with the ERISA claims and appeals rules set forth in 29 CFR Part 2560, as modified by the Patient Protection and Affordable Care Act of 2010 and its implementing regulations (PPACA) ("**Claims Rules**"). EDH acknowledges that it is a named fiduciary with respect to such claims and appeals processing related to the Covered Services. Client agrees that EDH

may perform claims and appeals services through a third party consented to by Client in writing pursuant to the applicable provisions of the Agreement (the "**Claims and Appeals Subcontractor**"); provided, EDH acknowledges and agrees that, despite any such delegation of claims and appeals authority, EDH shall remain the named fiduciary pursuant to ERISA with respect to such claims and appeals services. EDH agrees to accept fiduciary status solely with respect to its performance of any claim or appeal.

10. Fees

The fees and fee payment terms shall be as set forth in Schedule A to this Statement of Work.

11. Miscellaneous

(a) Client acknowledges and agrees that EDH is neither authorized nor qualified to engage in any activities that constitute the practice of medicine under applicable state law, and that Participating Providers will provide or arrange for the provision of services that actually or potentially constitute the practice of medicine under applicable state laws. For the avoidance of doubt, Participating Providers shall not be considered subcontractors of EDH for purposes of the Agreement or this Statements of Work, and Client acknowledges and agrees that EDH makes no warranty, express or implied, concerning the diagnosis, treatment, or care rendered by a Participating Provider to Enrollees.

(b) EDH's role is strictly limited to offering the administrative services set forth in this Statement of Work. Client delegates to EDH only those powers and responsibilities with respect to development, maintenance and administration of the Plan that are specifically enumerated in this Statement of Work. Any function not specifically delegated to EDH in this Statement of Work shall remain the sole responsibility of Client or its other designees. Client agrees that: (i) this Statement of Work is for administrative services only as specifically set forth herein, and (ii) this Statement of Work is not intended to be a contract of insurance under any laws or regulations. EDH does not insure, guarantee or underwrite the liability of Client, the Plan, or any other third party. Client has total responsibility for payment of Claims, Travel Charges, Administrative Charges, and all other charges or expenses incidental to the Plan. Unless expressly set forth in this Statement of Work, EDH is not a fiduciary of the Plan. EDH shall have no responsibility for collecting premiums or contributions for insurance coverage or for establishing a premium fiduciary account.

(c) EDH shall have no discretionary authority to interpret or manage the Plan. Client shall be responsible for determining the benefits, premium rates, underwriting criteria, acquisition of reinsurance, and other procedures applicable to the Plan. Client shall have the final authority and responsibility regarding interpretation, application, and competent administration of the Plan. Upon reasonable request of EDH, Client will resolve all ambiguities and disputes relating to the terms of the Plan, eligibility of an Enrollee, Plan coverage, denial of Claims, or any other Plan interpretation questions reasonably posed by EDH. If adjudication of a Claim requires interpretation of ambiguous Plan language, and Client has not previously indicated to EDH the proper interpretation of the language, then Client will be responsible for resolving the ambiguity or any other dispute.

(d) Client shall have all responsibility for and shall maintain compliance with all legal requirements applicable to the Plan and satisfaction of any and all reporting, notice, disclosure, and filing requirements imposed by applicable state and federal laws and regulations, including ERISA. Client shall be responsible for incorporating a description of the Services into the Plan's summary plan description or other documents in compliance with applicable law. If Client or the Plan institutes a policy or procedure that is relevant to EDH's provision of the Services pursuant to this Statement of Work, Client shall provide EDH written documentation setting forth such policy or procedure. Any such policy or procedure that is in conflict with the terms of the Agreement or this Statement of Work shall require the written consent of EDH. Client acknowledges and agrees that EDH will not be deemed to be a legal or tax advisor as a result of the performance of any of the Services under this Statement of Work. Client shall be responsible for the determination and reporting of any applicable federal, state, and/or local tax responsibility, if any, incurred as a result of the Services provided by EDH under this Statement of Work. Client represents and warrants that Client has obtained the requisite consent or authorization from Enrollees necessary for EDH to perform the Services hereunder.

(e) During the term of this Statement of Work and for a period of twelve (12) months after termination or expiration of this Statement of Work, Client agrees that it will not: (i) enter into a contract directly with any Participating Provider for provision of Covered Services; (ii) solicit or attempt to solicit any Participating Provider for provision of Covered Services; or (iii) divert or attempt to divert any Participating Provider away from EDH for purposes of contracting directly with Client for the provision of Covered Services.

IN WITNESS WHEREOF, the Parties agree to the foregoing terms of agreement through the execution below by their respective, duly authorized representatives.

Employer Direct Healthcare, LLC

By:

Name:

Title:

Date:

Suwannee County School District

By:

Name: Ted L. Roush

Title: Superintendent of Schools

Date:

Suwannee County School Board

By:

Name: Jerry Taylor

Title: Board Chairman

Date:

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Schedule A – Fees

1. **Certain Definitions**

"**Case Rate**" means, with respect to an Episode of Care, the sum of all allowed charges for Covered Services provided during or in relation to such Episode of Care (inclusive of all technical, professional, facility, and other medical services) billed by Participating Providers. Covered Services included in a Case Rate include, without limitation: (a) the Medically Necessary Services rendered by a Participating Provider during an Episode of Care; (b) equipment used by a hospital or facility; (c) in-hospital or in-facility medications or biologics and supplies; (d) implants; (e) laboratory testing and services; (f) in-hospital meals; (g) hospital confinement days; (h) in-hospital or in-facility nursing care; (i) in-hospital physical therapy; and (j) post-discharge follow-up consultations occurring within the applicable global period defined by the Centers for Medicare & Medicaid Services ("**CMS**"). The Case Rate shall not include: (1) medical consultations and diagnostic testing provided in advance of an Episode of Care to determine whether or not the medical procedure to which the Episode of Care relates is a Medically Necessary Service; (2) convenience items requested by Enrollees (e.g., charges for telephone use, premium television access, guest meals, or other similar items or services furnished for the convenience/comfort of an Enrollee); (3) Travel Charges; and (4) any medical procedure or medical care that is not a Medically Necessary Service.

"**Comparable Case Rate**" means, with respect to an Episode of Care, the total amount reasonably determined by EDH to be the sum of all allowed charges for Covered Services provided during or in relation to such Episode of Care (inclusive of all technical, professional, facility, and other medical services) if such Covered Services were provided by health care providers outside of EDH's network of Participating Providers. In determining any Comparable Case Rate, EDH may take into account: (a) Client's actual historical bundled case rates and/or claims data; and/or (b) EDH's observed historical average bundled case rates and claims data. In any event, EDH's determination of any Comparable Case Rate will take into consideration all applicable procedure codes, geography, and procedure setting (i.e., inpatient vs. outpatient).

"**EDH Savings**" means Client's savings during the SOW Term based on: (a) with respect to each Episode of Care during the SOW Term, the difference between the actual Case Rate paid by Client to EDH and the Comparable Case Rate for such Episode of Care; (b) Client's savings attributable to avoided surgical complications of Enrollees (determined by EDH using the incremental frequency of complications occurring outside of the EDH's network of Participating Providers and the increase in procedure cost associated with such complications); and (c) Client's savings attributable to avoided medical procedures (determined by EDH using the cost of procedures which were not performed by a Participating Provider, but were otherwise recommended by a physician outside of EDH's network of Participating Providers).

2. **Network Use Fee**

Client shall pay EDH a fee equal to thirty-five percent (35%) of the EDH Savings (the "**Network Use Fee**").

3. **Communications Fee**

EDH shall not charge an additional fee or expense relating to the Communications Materials described in Section 7 of the Statement of Work, conditioned upon Client's adherence to the communications requirements set forth in Section 7 of this Statement of Work. If Client fails to adhere to the communications requirements set forth in Section 7 of this Statement of Work, Client shall pay EDH a fee for EDH's services relating to the Communications Materials equal to twenty-five cents ($0.25) per Employee per month (the "**Communications Fee**").

If Client requests that EDH create or distribute educational and promotional communications materials in addition to the Communications Materials described in Section 7 of this Statement of Work, Client shall pay all reasonable costs and expenses actually incurred by EDH related to such request.

4. **Billing and Payment**

The Communications Fee (if applicable) shall be calculated each month based on the monthly weighted average of Employees according to the Client-provided Eligibility Data File of the prior month. During any period in which Client fails to provide EDH with weekly Eligibility Data Files in accordance with this Statement of Work, the Communications Fee shall be calculated based upon the number of Employees listed in the most recent conforming Eligibility Data File received by EDH. Notwithstanding the foregoing, upon EDH's receipt of conforming Eligibility Data Files for any period of deficient Eligibility Data File production, the Communications Fee for such period shall be recalculated by EDH, and Client shall remain obligated to pay EDH the amount of any underbilled Communications Fee relating to such period.

On a monthly basis, EDH will prepare and submit invoices to Client fully disclosing and itemizing the amounts of the Network Use Fee and Communications Fee (if applicable). Such invoices shall be paid by Client not more than thirty (30) days after Client's receipt of such invoices via wire transfer or electronic funds transfer. With the exception of

amounts subject to good faith dispute by Client, all past due amounts will be subject to the applicable state default interest rate.

REGULATORY ADDENDUM

This Regulatory Addendum shall apply only if, to the extent, and for so long as, EDH or its successor is subject to state insurance laws applicable to third party administrators and to the extent that any of the administrative services provided by EDH to Client are subject to such laws. The provisions of this Regulatory Addendum are only applicable if, and to the extent that, EDH is performing services under the Agreement that apply to that particular provision. If EDH shall not perform services that apply to a given provision, then such provision shall have no force or effect. (For example, if EDH does not collect premiums or contributions, then any provisions specifying requirements related to premium collection would not be applicable, and EDH would not be obligated to establish a fiduciary account to hold premiums collected.) Additionally, if EDH is not licensed as a producer, then EDH shall not perform services as a producer, and no provision referring to such services, to insurance commissions, or referring to payment of insurance commissions herein shall apply to EDH.

1. **Georgia**. If Client authorizes EDH to receive premiums or contributions, Client shall follow all the Georgia applicable third party administrator laws regarding receipts and disbursements of premiums and contributions.

2. **Florida**. Client's payments to health care providers must include an explanation of services being reimbursed, which includes, at a minimum: (1) for payments to non-capitated providers, the patient's name, the date of service, the procedure code, the amount of reimbursement, and the identification of the plan on whose behalf the payment is being made; and (2) for capitated providers, the number of patients covered by the contract, the rate per patient, the total amount of the payment, and the identification of the plan on whose behalf the payment is being made.

3. **Kansas**. To the extent applicable if the services specified in the Agreement provide for payment of claims, all claims paid by EDH from funds collected on behalf of or for Client shall by paid only as authorized by the Client. Payments from a claims paying account maintained or controlled by EDH may be made for the following purposes including the payment of claims: (1) Payment of valid claims; (2) payment of expenses associated with the handling of claims to EDH or to other service providers approved by the Client; (3) remittance to the Client, or transfer to a successor administrator as directed by the Client, for the purpose of paying claims and associated expenses; and (4) return of funds held as collateral or prepayment, to the person entitled to those funds, upon a determination by the Client that those funds are no longer necessary to secure or facilitate the payment of claims and associated expenses.

4. **Michigan**. The Parties desire to supplement the Agreement to specifically reference certain provisions of Michigan law applicable to third party administrators and to comply with those laws to the extent applicable and not preempted by federal law, as follows: In Michigan, Client shall provide written notice to each individual covered by the Plan of the following information with respect to services provided by EDH in relation to the Plan: (a) what benefits are being provided; (b) of changes in benefits; (c) the fact that individuals covered by the Plan are not insured or are only partially insured, as the case may be; (d) if the Plan is not insured, the fact that in the event the Plan or Client does not ultimately pay medical expenses that are eligible for payment under the Plan for any reason, the individuals covered by the plan may be liable for those expenses; (e) the fact that the EDH or any third party administrator merely processes claims and does not insure that any medical expenses of individuals covered by the Plan will be paid; (f) the fact that complete and proper claims for benefits made by individuals covered by the Plan will be promptly processed but that in the event there are delays in processing claims, the individuals covered by the Plan shall have no greater rights to interest or other remedies against the EDH or any third party administrator than as otherwise afforded them by law. Client's required written notice shall be promptly displayed in the summary plan description or elsewhere in the Plan Documents, and shall be communicated to individuals covered by the benefit plan within sixty (60) days from the date their coverage becomes effective, upon each republication of the summary plan description, and in any case not less than every five (5) years in a manner calculated to be received and understood by the average individual covered by the benefit plan.

5. **Nevada**. The Parties desire to supplement the Agreement to specifically reference certain provisions of Nevada law applicable to third party administrators and to comply with those laws to the extent applicable and not preempted by federal law, as follows:

683A.0868 If EDH establishes a panel of providers of health care or contracts with an organization that establishes a panel of providers of health care, EDH shall not charge a provider of health care or such an organization: (a) any fee to include the name of the provider of health care on the panel; or (b) any other fee related to establishing the provider of health care as a provider on the panel. If EDH violates this provision, EDH shall pay to the provider of health care or organization, as appropriate, an amount that is equal to twice the fee charged to the provider of health care or the organization. A court shall award costs and reasonable attorney's fees to the prevailing party in any action brought to enforce this provision. In addition to any such relief, if EDH violates this provision,

the Nevada Division of Insurance shall require EDH to suspend the prohibited activities until EDH, as determined by the Nevada Division of Insurance: (a) complies with the provisions of this section; and (b) refunds to all providers of health care or organizations, as appropriate, all fees obtained by EDH in violation of this provision.

683A.405 EDH shall, upon a contracted provider's request, submit to the provider at the time the contract is made a copy of the schedule of payments applicable to that provider, or at any other time within seven (7) days of a provider's request.

683A.087 EDH may advertise the insurance which it administers, if any, only after it receives the approval of Client.

683A.0873(1) EDH shall maintain at its principal office adequate books and records of all transactions between itself, Client and the individuals covered by the plan. The books and records must be maintained in accordance with prudent standards of recordkeeping for insurance and with regulations of the Commissioner of the Nevada Division of Insurance ("Commissioner") for a period of five (5) years after the transaction to which they respectively relate. After the five (5) year period, EDH may remove the books and records from Nevada, store their contents on microfilm or return them to Client.

683A.0873(2) The Commissioner may examine, audit and inspect books and records maintained by EDH under the provisions of this section to carry out the provisions of NRS 679B.230 to 679B.300, inclusive.

683A.0873(3) The names and addresses of persons covered by the plan or any other material which is in the books and records of EDH are confidential except when used in proceedings against EDH.

683A.0873(4) Client may inspect and examine all books and records to the extent necessary to fulfill all contractual obligations to insured persons, subject to restrictions in the written agreement between Client and EDH.

683A.0877(1-7) The following pertains to fiduciary accounts, to the extent applicable:

1. All insurance charges and premiums collected by EDH on behalf of Client and return premiums received from Client are held by EDH in a fiduciary capacity.

2. Money must be remitted within fifteen (15) days to the person or persons entitled to it or be deposited within fifteen (15) days in one or more fiduciary accounts established and maintained by EDH in a bank, credit union or other financial institution in this state. The fiduciary accounts must be separate from the personal or business accounts of EDH.

3. If charges or premiums deposited in an account have been collected for or on behalf of more than one plan sponsor, EDH shall cause the bank, credit union or other financial institution where the fiduciary account is maintained to record clearly the deposits and withdrawals from the account on behalf of each sponsor.

4. EDH shall promptly obtain and keep copies of the records of each fiduciary account and shall furnish any sponsor with copies of the records which pertain to him upon demand of the Client.

5. EDH shall not pay any claim by withdrawing money from the fiduciary account in which premiums or charges are deposited.

6. Withdrawals must be made as provided in the agreement between Client and EDH for:

    a. Remittance to the Client

    b. Deposit in an account maintained in the name of the Client

    c. Transfer to and deposit in an account for the payment of claims

    d. Payment to a group policyholder for remittance to the insurer entitled to the money

e. Payment to EDH for commission, fees or charges

f. Remittance of return premiums to persons entitled to them

7. EDH shall maintain copies of all records relating to deposits or withdrawals and, upon the request of Client, provide Client with copies of those records.

683A.0879(1-8) EDH shall approve or deny health claims within thirty (30) days of receipt and shall pay claims within thirty (30) days of approval. If EDH requires additional information to approve or deny a claim, EDH shall notify the claimant of the request for additional information within twenty (20) days after receipt of the claim. EDH shall notify the provider of all the specific reasons for the delay. EDH shall approve or deny the claim within thirty (30) days of receiving additional information, and, if the claim is approved, pay the claim within thirty (30) days of receiving additional information. Interest on claims that are not paid shall equal prime rate at the largest bank in Nevada as determined by the Commissioner of Financial Institutions on January 1 or July 1, plus six percent (6%), calculated from thirty (30) days after the date on which the claim is approved until the claim is paid. Claimants shall not be requested to resubmit information already provided, unless a legitimate reason is provided and the purpose is not to delay payment, harass the claimant, or discourage filing of claims. EDH shall not pay only a part of a claim that has been approved and is fully payable. A court shall award costs and reasonable attorney's fees to the prevailing party in an action brough pursuant to this section. Payment of interest for the late payment of an approved claim may be waived only if the payment was delayed because of an act of God or other cause beyond the control of EDH. The Nevada Commission of Insurance may require EDH to provide evidence which demonstrates that EDH has substantially complied with the requirements set forth in this section, including payment within thirty (30) days or at least ninety-five percent (95%) of approved claims or at least ninety percent (90%) of the total dollar amount for approved claims. If the Nevada Commission of Insurance determines that EDH is not in substantial compliance with the requirements set forth in this section, EDH may be required to pay an administrative fine in an amount to be determine by the Nevada Commission of Insurance.

683A.088 Each claim paid by EDH from money collected for or on behalf of Client must be paid by a check or draft upon and as authorized by Client.

683A.0883(1-2) (1) The compensation paid to EDH for its services may be based upon premiums or charges collected, on number of claims paid or processed or on another basis agreed upon by EDH and Client, except as provided in subsection (2) below.

(2) Compensation paid to EDH may not be based upon or contingent upon: (a) The claim experience of the policies which it handled; (b) The savings realized by EDH by adjusting, settling or paying the losses covered by Client

6. **New Jersey**. The Parties desire to supplement the Agreement to specifically reference certain provisions of New Jersey law applicable to third party administrators and to comply with those laws to the extent applicable and not preempted by federal law, as follows:

NJRS 17B:27B-6 NJAC 11:23-3.1(b)	The Agreement shall be retained as part of the official records of EDH for the duration of the Agreement and for five years thereafter.
NJRS 17B:27B-6(a) NJAC 11:23-3.1(c)(1)	EDH will provide Client the services described in the Agreement and will be compensated as stated in the Agreement.
NJRS 17B:27B-6(b) NJAC 11:23-3.1(c)(2)(i)	Client will be responsible for the provision of enrollment and eligibility information to EDH.
NJRS 17B:27B-6(b) NJAC 11:23-3.1(c)(2)(ii)	Client will be responsible to EDH to arrange for a preliminary or escrowed deposit of funds by Client as described in the Agreement, if any.
NJRS 17B:27B-6(b) NJAC 11 -.23-3.1(c)(2)(iii)	Client will be responsible for the transmittal of funds from Client to EDH for the purpose of paying claims as described in the Agreement.

NJRS 17B:27B-6(b) NJAC 11:23-3.1(c)(2)(iv)	Client will be responsible for notifying EDH of modifications in the Client's benefit plans.
NJRS 17B:27B-6(b) NJAC 11:23-3.1(c)(2)(v)	Client will be solely responsible for the cost of any ineligible claims paid by EDH.
NJRS 17B:27B-6(b) NJAC 11:23-3.1(c)(2)(vi)	Client will be solely responsible for any liability incurred on account of any overdue payments by EDH.
NJRS 17B:27B-6(b) NJAC 11:23-3.1(c)(2)(vii)	Client will be solely responsible for procuring any reinsurance or stop-loss insurance relative to the benefit plans under the Agreement.
NJRS 17B:27B-6(c) NJAC 11:23-3.1(c)(3)(i)	EDH will maintain appropriate back-up systems against the loss of the records.
NJRS 17B:27B-6(c) NJAC 11:23-3.1(c)(3)(ii)	EDH will establish and maintain appropriate financial controls.
NJRS 17B:27B-6(c) NJAC 11:23-3.1(c)(3)(iii)	Client may at its sole expense employ an outside auditor to conduct any claims audit under the Agreement.
NJRS 17B:27B-6(c) NJAC 11:23-3.1(c)(3)(iv)	EDH hereby represents and warrants to Client that EDH has, and during the term of the Agreement will maintain, general liability insurance, valuable papers insurance, errors and omissions coverage, and such other coverage as required under NJAC 11:23-3.1(c)(3)(iv) in connection with EDH's performance of its obligations under the Agreement.
NJRS 17B:27B-6(c) NJAC 11:23-3.1(c)(3)(v)&(vi)	EDH will make all records referred to the Agreement, including, without limitation, claims disbursements and experience records, available for the Client's inspection from time to time during normal business hours. In addition, the claims disbursements and experience records will be available at Client's request, including monthly reports if requested.
NJAC 11:23-3.1(c)(3)(vii)	To the extent applicable, EDH will prepare and provide to Client all the data for any prompt-pay reports as may be required for Client to comply with New Jersey law. No prompt-pay penalties are provided for under the Agreement.
NJRS 17B:27B-7(b) NJAC 11:23-3.2(b)	Client shall own the records generated by EDH pertaining to Client, except that EDH shall retain the right to continuing access to books and records to permit EDH to fulfill all of its contractual obligations to Client.
NJRS 17B:27B-7(c) NJAC 11:23-3.2(c)	If the Agreement is canceled, EDH may, with the written agreement of Client, transfer all records to a new administrator instead of retaining them for five years.
NJRS 17B:27B-10 NJAC 11:23-3.5	All funds remitted to EDH by Client shall be held by EDH in a separate account maintained in the name of Client or in a separate account maintained jointly in the names of Client and EDH. If funds have been collected by EDH from a provider or enrollee on behalf of Client, they shall be maintained in a separate account maintained in the name of Client, maintained jointly in the names of Client or EDH or remitted to the Client, as provided in the Agreement. Funds shall not be commingled with any other funds of EDH or other clients of EDH. If an account is jointly held by EDH and Client, it shall be maintained in a State or Federally chartered insured depository institution, and EDH shall provide Client with a monthly accounting of all transactions in that account. Client shall have the responsibility to make available to EDH funds necessary to enable EDH to pay claims in a timely manner, as provided in the Agreement. EDH shall not be liable to any party for the failure of Client to make funds available to pay claims. Copies of all records pertaining to the collection of funds shall be made available to Client as provided in the Agreement.
NJRS 17B:27B-11 NJAC 11:23-3.6	Any policies, certificates, booklets, termination notices or other written communications delivered by Client to EDH for delivery to enrollees shall be delivered by EDH promptly, in accordance with the instructions of Client and the terms of the Agreement.

7. **Wisconsin**. EDH shall prepare sufficient copies of a written notice approved in advance by Client for distribution to all Enrollees of Client and either shall distribute the copies to the Enrollees or shall provide the copies to Client for distribution to the Enrollees. The written notice shall contain all of the following: (a) the names and addresses of EDH and Client; (b) an explanation of the respective rights and responsibilities of EDH, Client, and the Enrollees; (c) a statement of the extent to which the plan is insured or self-insured, and an explanation of the terms "insured" and "self-insured."

8. **Wyoming**. Receipt by EDH of Claims shall be deemed receipt by Client.

Notwithstanding any of the foregoing, in the event any of the provisions of any of the foregoing states' laws that are determined or cited as not being applicable to the Agreement are or become applicable to the Agreement, such provisions shall apply and shall supersede any provisions in the Agreement to the contrary.

Order Acknowledgement

Customer:	*Suwannee County School Board*
Location:	*Live Oak, FL*
Project:	*Centegix Safety Platform*
Billing Contact:	
Customer Purchase Order Number:	

Thank you for your purchase of the CENTEGIX® Safety Platform™

CENTEGIX® will install, program, configure, and commission the CENTEGIX Safety Platform™ Equipment and Software at sites listed on ***Exhibit A*** to this Order Acknowledgement.

Alignment of expectations and responsibilities between all parties, including third parties (e.g., your intercom provider) are required for a superior experience and successful deployment. This Order Acknowledgement includes expectations, assumptions, and responsibilities for all parties in order to deliver rapid and successful deployment of the CENTEGIX Safety Platform.

NOTES

- The CENTEGIX® Safety Platform™ is comprised of the following solutions:
  - **CrisisAlert™** is the badge-based incident response solution worn by every staff member that empowers personnel to get help from school administrators or put the entire campus in lockdown with the push of a button. The easy access badge and single button activation enable a rapid response for medical emergencies, physical altercations, and behavioral situations. In the case of extreme threats to safety, CrisisAlert™ can notify 911 dispatch— including room-level location detail—and initiates visual and audio notifications so that everyone on campus knows that a site is in lockdown.
  - **Visitor Management** makes monitoring who's coming in and out of your schools easy, ensuring that only authorized visitors are allowed on campus. Screen all school visitors, create custom banned person lists, monitor custody issues, log student tardies and early releases, send security alerts to staff, and create detailed reports on all activities tracked.
  - **Safety Blueprint** provides a comprehensive campus map that serves as the foundation for Visitor Management, Safety Planning, Incident Response, and Reunification. The maps are fully customizable and can be "layered" to serve the unique needs and assets of different departments, including facilities, security, and IT. Editing and updating of building features or grounds are managed within the application and are reflected in all tools that utilize Safety Blueprint.
  - **Reunification** follows the standard response and reunification protocol of the I Love U Guys Foundation. Utilizing the capabilities of Visitor Management and Safety Blueprint, the solution works to quickly reunite students with parents or guardians in an emergency.

- Note: 1 CrisisAlert badge allocated per staff member and additional CrisisAlert badges included as set forth in the quote for sites purchased. Additional CrisisAlert badges beyond original allocation are available via CENTEGIX Customer Support for an additional fee and delivered to a central location for the Customer to distribute.

CUSTOMER & CENTEGIX RESPONSIBILITIES

Project Planning	
CUSTOMER	• Designate a core team that has primary responsibility for overseeing the CENTEGIX Safety Platform™ implementation, policy, and all communication. • Provide a detailed map of each site (as outlined in the Safety Blueprint section below) showing all buildings and rooms where the Safety Platform will be installed. • Be responsible for distributing all badges, which are delivered to a central location, to the individual site locations.
CENTEGIX	• Provide an install schedule for each solution for all site locations provided that all maps have been loaded to the application and approved/signed off by the customer. The schedule is subject to change. Customer will accommodate adjustments for the project to remain on track.

Gateway	
CUSTOMER	• Provides network information for the CrisisAlert Gateway(s) to be configured. • If required, two (2) Power-Over-Ethernet (POE) drops at exterior locations defined by CENTEGIX. • Connecting the Gateway(s) that CENTEGIX will monitor.
CENTEGIX	• All gateways/wireless back-up equipment must be installed and confirmed online by the CENTEGIX Command Center for all locations before a target install date for the rest of the solution can be confirmed.

Visitor Management (if applicable)	
CUSTOMER	• Purchases or provides compatible scanner(s), printer(s), and consumables for use at entry points and all computers on which the system will be used. • Provide network information for the Visitor Management System to be connected. • Maintain computers and all other peripherals. Computers will need to be connected to either the WiFi or network before installation. • Perform all required OS, driver, and browser updates for all computers, scanners, and printers used with Visitor management.

Safety Blueprint	
CUSTOMER	• Provide scaled floor plan drawings of the facility buildings to be mapped in Safety Blueprint in either a PDF or DWG format. Drawings must include rooms, walls, and doors. Drawings with room numbers labeled are highly preferred. • Provide an assets list to identify on the Safety Blueprint map, if purchased. • Verifying the accuracy of the Safety Blueprint map including the final floor plan drawings and asset locations.
CENTEGIX	• Review the customer's submitted floorplan drawings for approval and render the floorplans in Blueprint.

Intercom Integration (if applicable)	
CUSTOMER	• Customer and its third-party intercom provider(s) are responsible for the operation of the intercom system(s). • Provide a site-specific URL or other API for each message for sites that have IP-based intercom systems with virtual triggers. • Provide network information for the CrisisAlert Intercom Integration Device to be programmed. Customer will ensure its intercom system(s) is/are connected to the device.

Additional 3rd Party Software Integration (if applicable)	
CUSTOMER	• Customer and its third-party software provider(s) are responsible for the operation of the additional software capabilities. • Provide a site-specific URL or other API for sites that have 3rd party software integrations that CENTEGIX supports.
CENTEGIX	• Integrations (if applicable) purchased through CENTEGIX are supported by CENTEGIX and our third-party partners.

Onsite Access	
CUSTOMER	• Provide 2 sets of district/organization-wide master keys per site. • Provide evening and weekend access to sites for install team flexibility. • Override the security system when the installation team is onsite. • Provide guest Wi-Fi information if available. • If CENTEGIX installation team is unable to access a room or building, or a map is inaccurate causing a delay in the installation, the Customer will incur a minimum revisit fee of $500/site per revisit, dependent upon remaining work. • If CENTEGIX installation team is unable to locate a suitable stationary element to install exterior equipment, the Customer will need to install a pole or other suitable structure for this equipment to be located.

CENTEGIX	• The installation team designated by CENTEGIX will install hardware equipment at each facility/site purchased.

Software	
CUSTOMER	• Deploy the CrisisAlert Desktop Application software to supported equipment, including laptops, desktops, tablets, and mobile equipment using the files provided by the CENTEGIX Onboarding Specialist. • Allow Public DNS for the CENTEGIX Wireless Back-up equipment.

Implementation and Training	
CUSTOMER	• Provide the information necessary to enable Active Directory syncing (if applicable). • Responsible for the configuration of the Safety Platform™ system (including CrisisAlert, Safety Blueprint, and if utilized Visitor Management) with reasonable guidance from CENTEGIX. • Conduct site testing, with guidance from CENTEGIX to ensure the system is functioning properly. Both parties will sign-off in agreement that site testing has been verified. • Identifying individuals who can deliver end-user training for its organization on how to use the CrisisAlert badge (and Visitor Management badge if applicable), including requiring each staff member with a badge to complete a "Badge Training" session in which they, at minimum, activate a badge alert. • Assist CENTEGIX to obtain the necessary support from the selected public safety answering point (PSAP) agency, if applicable.
CENTEGIX	• Provide remote training for system configuration. • Provide onsite training for Responders and Badge Managers unless opted out on the quote (CrisisAlert) • Provide training for school administrators and front office staff based on the training method purchased (Visitor Management). • Provide the requirements for user access to the Safety Blueprint map features. • Provide remote training for Safety Blueprint asset and map management. • Recommend other optional services are available to assist with deployment

Communications	
CUSTOMER	• Share communications with your stakeholders (Parents, Teachers, Staff, and Students) during the different stages of your CrisisAlert process. You can do so via internal emails, district-wide newsletters, school communications, morning announcements, creating a webpage on your website, and on social media. • **During sign-up:** Inform all stakeholders about the decision to implement CrisisAlert. • **During installation:** Keep stakeholders updated on the progress. Staff will want to know what to expect during this process. Students may wonder why new equipment is now appearing throughout the building.

	• **Operational Phase:** Your community will want to see how your CrisisAlert solution works. One way to do this is by hosting a demo day where you can invite speakers to participate, provide answers to frequently asked questions, and demonstrate how your new solution works. • **Ongoing Communication:** Keep your stakeholders informed by communicating with them on how you have utilized your CrisisAlert solution and how it has impacted your school community.
CENTEGIX	• Provide a communications kit to help customers communicate with their communities about CrisisAlert. Customer will coordinate a call between CENTEGIX point of contact and the Communications Director for the customer to review best practices for communicating about CrisisAlert.

Post Implementation	
CUSTOMER	• Provide general troubleshooting of the system and its equipment with the site. District technical support can escalate an issue to be addressed through their account manager or support manager. • Managing and maintaining all users and their permissions for the software through the term of the contract. • Providing Badge Training and training documentation to new users of the system • Conducting test drills of CrisisAlert at the beginning of each semester. • Managing and maintaining all Visitor Management hardware through the term of the contract. • Managing and maintaining all Visitor Management hardware through the term of the contract. • Report structural changes to the building floorplans and layout to Centegix.
CENTEGIX	• Onsite assistance is available to assist the customer regarding all purchased solutions. Contact CENTEGIX Support at support@centegix.com for more information.

CONTRACT TERMS

CENTEGIX®

Quote

Sales Rep: Rob Kent

Bill To:
Suwannee County School District
1740 Ohio Ave. S, Live Oak, FL 32064

Submitted on: 2/7/2024
(Valid 45 days)
Quote #: SCSDFL-240207

Terms (Years): 5

Product Item / Fee	*Sites	Annual Rate (Per Site)	Annual Recurring Rate	Term Amount
SAFETY PLATFORM with CrisisAlert™	8	$8,000	$64,000	$320,000
Safety Blueprint	8	Included	Included	Included
Visitor Management	8	Included	Included	Included
Annual Fees - CrisisAlert				
Wireless Backup	8	$200	$1,600	$8,000
		Annual & Full-Term Platform Sub-totals:	$65,600	$328,000
One Time Fees - CrisisAlert™				
Installation & Setup	8		$4,000	$32,000
CENTEGIX Gateway Cabling & Installation	0		$0	$0
Implementation	8		$1,500	$12,000
Shipping	8		$0	$0
On-Site Responder Training	8		$1,000	$8,000
One Time Fees - Safety Blueprint™				
Remote Installation and Remote Training	8		Included	Included
Basic Asset Identification	8		$1,000	$8,000
One Time Fees - Visitor Management & Reunification				
Remote Installation And Remote Training	8		Included	Included
Visitor Starter Kit	0		$300	$0

NOTES:
Quote includes site mapping and training, along with software licensing and hardware warranty based on the term selected.
*Preliminary site count listed pending a final site list from customer.

Annual contract will renew after the selected term expires at CENTEGIX then current pricing.

One-Time Fees Sub-total:	$60,000
Full Term Contract Total	**$388,000**

CENTEGIX™ will invoice based on the following billing milestones:
- $62,800 invoiced upon the PO date/order date
- $62,800 invoiced 120 days after PO date/order date (anniversary date)
- $65,600 invoiced 120 days after PO date/order date (anniversary date)
- All invoices are payable on Net 30 terms.

Any remaining fees (if applicable) will be invoiced annually upon the anniversary date.

Amounts do not include local, state or federal taxes. If you are tax exempt, please provide a tax exempt form otherwise sales tax will be charged.

(800) 960-9202 2120 Powers Ferry Road SE, Suite 110, Atlanta, GA 30339 sales@centegix.com

BILLING AND PAYMENT TERMS

Upon execution of this Order Acknowledgement, CENTEGIX will invoice the Customer as follows:

1. Year One* to be invoiced with the following billing milestones:
   - 50% of Year 1 cost invoiced upon the earlier of the PO date or signed OA date
   - 50% of Year 1 cost invoiced 90 days after the earlier of the PO date or the signed OA date (Anniversary Date)

2. The remaining fees will be invoiced annually upon the Anniversary Date.

Schedule Item	Billing Milestone	Due Upon	Amount
Year One	50%	Execution of Purchase Order or signed OA	$62,800
Year One	50%	90 days after the Purchase Order or signed OA	$62,800
Year Two	100%	Anniversary Date	$65,600
Year Three	100%	Anniversary Date	$65,600
Year Four	100%	Anniversary Date	$65,600
Year Five	100%	Anniversary Date	$65,600

* Year One includes annual platform total and one-time Professional Services fees (3).

All invoices are payable on Net 30 terms.

OTHER INFORMATION

CENTEGIX standard terms and conditions https://www.centegix.com/legal-tc3/ are incorporated by reference and are a part of this Order Acknowledgement.

- If applicable, the supplemental terms on ***Exhibit*** B (the **"Special Terms"**) are incorporated by reference and are a part of this Order Acknowledgement.

We look forward to working with you to achieve a successful deployment of the CENTEGIX Safety Platform™. If you have any questions or concerns, please don't hesitate to contact your Onboarding Specialist.

Thank you for the trust you have placed in CENTEGIX to protect your students and staff.

ACCEPTANCE OF ORDER ACKNOWLEDGEMENT

AUTHORIZED CUSTOMER REPRESENTATIVE

Acknowledged and agreed.

Chairperson, Suwannee County School Board

Signature:	
Name:	Ted L. Roush
Title:	Superintendent of Schools
Date:	

"Approved as to Form and Sufficiency
BY
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

AUTHORIZED CENTEGIX REPRESENTATIVE

Acknowledged and agreed.

Signature:	
Name:	
Title:	
Date:	

EXHIBIT A

Site(s) Purchased:

Site Name	Site Type	Address
Branford Elementary	ES	26801 SR 247 Branford, FL 32008
Branford High	HS	405 N Reynolds St., Branford, FL 32008
Suwannee High	HS	1314 SW Pine Ave. Live Oak, FL 32064
Suwannee Middle	MS	1730 SW Walker Ave Live Oak, FL 32064
Suwannee Pineview Elementary	ES	1748 S. Ohio Ave Live Oak, FL 32064
Suwannee Riverside Elementary	ES	1625 Walker Ave. S.W
Suwannee Springcrest Elementary	ES	1419 Walker Ave., SW, Live Oak, FL 32064
Suwannee Opportunity School	HS	1748 S. Ohio Ave Live Oak, FL 32064

Standard Terms and Conditions

These Standard Terms and Conditions (the **"Standard Terms"**) govern the rights and obligations of Customer and 34ED, LLC, a Delaware limited liability company doing business as CENTEGIX (**"CENTEGIX"**) with respect to the CrisisAlert™ Platform and any other products and services acquired from CENTEGIX as set forth on the applicable Order (collectively, the "Service"). Capitalized terms used and not otherwise defined in these Standard Terms have the meanings assigned in Section 12 below.

1. SUBSCRIPTION TERMS.

1.1 CENTEGIX will provide the Service for the term specified in the Order Acknowledgement (the **"Initial Term"**). Customer has the right to access and use the Service during the Term pursuant to these Standard Terms. The fee for the Service (the **"Service Fee"**) is specified in the applicable Order Acknowledgement.

1.2 Customer is not acquiring any right or interest in the Service or any of the tangible components delivered to Customer as part of and solely for use with the Service and listed on the applicable Order Acknowledgement (the **"Equipment"**) other than the right to access and use the Service and the Equipment during the Term subject to these Standard Terms. CENTEGIX reserves all rights not expressly granted to Customer in these Standard Terms and retains all right, title and interest (including all intellectual property rights) in and to the Service and the Equipment (other than the Accessories) under all applicable laws of the United States and any other applicable state, federal, or foreign law. For purposes of these Standard Terms, all references to the Service include the Equipment unless otherwise expressly stated in these Standard Terms.

1.3 Except as expressly permitted by these Standard Terms, Customer will not: (A) sublicense, transfer, or otherwise assign its rights, in whole or in part, in or to the Service to any third-party nor allow any third-party to access or use the Service; (B) modify, create derivative works of, translate, reverse engineer, de-compile, or disassemble the Service to develop any other device or program or for any other reason; or (C) copy the software portions of the Service, in whole or in part, without the prior written consent of CENTEGIX. Customer must retain all logos, legends, and notices relating to CENTEGIX ownership of the Service and the Equipment and the intellectual property rights of CENTEGIX therein.

1.4 CENTEGIX warrants that the Service will conform to the description of the Service in the Documentation. Except as a provided in the preceding sentence, **CENTEGIX EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE SERVICE AND THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**

2. PROVISIONS SPECIFIC TO THE EQUIPMENT.

2.1 Customer acknowledges that CENTEGIX owns the Equipment, and that the Equipment is specially programmed for Customer and the Site at which the Equipment is initially installed.

2.2 Customer acknowledges title to and risk of loss with respect to the Accessories passes to Customer on delivery to Customer. The Accessories are provided 'as-is' and Customer is responsible for all replacement and maintenance of the Accessories at all times.

2.3 In connection with the use of the Equipment, from time-to-time CENTEGIX will require Customer to take certain actions (e.g., reboot a component) for purposes of the continued operation of the Service and Customer will promptly comply with such directions. CENTGIX is responsible for the continued operation of the Equipment except to the extent the Equipment is damaged as a result of the acts or omissions of Customer or its employees or agents.

2.4 Upon the expiration of the Term or other earlier termination of the Service, (A) the Equipment will be inoperable; and (B) Customer must decommission the Equipment and return the Equipment to CENTEGIX or an authorized recycler. Customer must return all Equipment in the same condition as when such Equipment was provided to Customer, normal wear and tear excepted. Customer shall delete the Software from all Electronic Devices and media on which the Software is then resident. Within thirty (30) days following termination of the applicable Order Acknowledgement, Customer shall certify to CENTEGIX in writing that it has complied with the preceding sentence. CENTEGIX will assist Customer in the decommissioning of the Equipment upon mutually agreed terms. In no event shall Customer resell or transfer the Equipment to a third party.

3. INSTALLATION, IMPLEMENTATION, AND OTHER PROFESSIONAL SERVICES.

3.1 Generally. If specified on the applicable Order Acknowledgement, CENTEGIX will perform installation services and implementation services at each Site, for the fees stated in the applicable Order Acknowledgement (the **"Installation Fee"** and the **"Implementation Fee"** and a shipping fee, respectively). CENTEGIX warrants that such Installation, Implementation, and other professional services (collectively, the **"Professional Services"**) shall be performed in a workmanlike, professional manner by qualified personnel.

3.2 Customer Point of Contact. Customer shall designate one or two individuals as the representatives of Customer (the **"Customer Representatives"**), whose names are set forth on each Order, and who shall be authorized to make decisions, approve plans, grant requests on behalf of Customer, and receive notices from CENTEGIX. Customer hereby authorizes CENTEGIX to rely on all communications from and decisions of the Customer Representatives.

3.3 Configuration Information. The Customer Representatives shall promptly complete the required information (the "Install Sheets") for each Site, assist CENTEGIX in scheduling Installation at each Site, and perform the other obligations of Customer as outlined in the Order Acknowledgement. Customer acknowledges and agrees that the schedule for Installation and Implementation as mutually agreed by the Customer Representatives and CENTEGIX is dependent upon the prompt and accurate completion of Install Sheets and the other obligations of Customer as outlined in the Order Acknowledgement. Customer is responsible for any out-of-pocket costs incurred by CENTEGIX as a result of delays in the timely and accurate performance of Customer Responsibilities outlined in the Order Acknowledgment and these Standard Terms.

4. CUSTOMER DATA.

4.1 Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the data, information, and/or material that Customer submits to the Service in the course of using the Service (**"Customer Data"**).

4.2 Customer hereby grants CENTEGIX an irrevocable, perpetual, worldwide license to: (A) use Customer Data to provide the Service during the Term, and (B) process Customer Data to create a deidentified subset of Customer Data (the **"CENTEGIX Compiled Data"**). Customer acknowledges and agrees that: (x) CENTEGIX owns the CENTEGIX Compiled Data and all intellectual property rights in and to the CENTEGIX Compiled Data, and (y) that CENTEGIX is free to use CENTEGIX Compiled data for any lawful purpose including without limitation creation of statistical analysis, trend analysis, creation of data models, and creation of statistical rules, for resale. CENTEGIX does not own or have any right to use the Customer Data except as described in these Standard Terms.

4.3 CENTEGIX shall use commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage, or destruction of the Customer Data. Customer is responsible for maintaining current backups of all Customer Data and securing Customer Data stored and processed at the Sites.

5. FEES AND PAYMENT

5.1 Invoicing. The applicable fees will be invoiced in accordance with the terms set forth in the applicable Order Acknowledgement. For any Renewal Term, the Service Fee will be invoiced on each anniversary of the Anniversary Date. In the event of pre-payment, invoicing will be adjusted to reflect prepayments of the Service Fee.

5.2 Payment Terms. Unless otherwise provided in the applicable Order Acknowledgement, all amounts are billed in US Dollars. Invoices are payable in full without deduction or setoff, in US Dollars on net 30 day terms or such later date as may be specified in the Order Acknowledgement (the **"Due Date"**). Interest shall accrue from the Due Date on all undisputed amounts unpaid more than 30 days after the Due Date at the rate of one percent (1%) per month. Customer may withhold payment of amounts disputed in good faith so long as Customer notifies CENTEGIX of all disputed amounts included in any invoice prior to the applicable Due Date, identifying in reasonable detail the nature and amount of any such dispute. The parties will use commercially reasonable efforts to promptly resolve any such disputes.

5.3 Taxes. If applicable, Customer is responsible for, and must pay, any and all federal, state, or local taxes (other than taxes based on CENTEGIX's income), including sales and/or use taxes imposed in connection with the use of the Service and the Professional Services. CENTEGIX will not invoice Customer, and Customer will not pay, for sales, use, or excise taxes if Customer provides CENTEGIX with certificates or other evidence supporting the applicable tax exemptions. Customer will promptly reimburse CENTEGIX for the amount of any taxes that CENTEGIX is required to pay as a result of Customer's failure to pay such amount.

6. INDEMNIFICATION

6.1 By Centegix. CENTEGIX shall indemnify, defend, and hold harmless Customer and its officers, directors, employees and agents (collectively, the **"Customer Indemnitees"**) against any losses, liabilities, damages, and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or related to any third party claim that is based upon or alleges that the use of the Service as permitted under these Standard Terms infringes any patent, or a copyright, trade secret, trademark or other proprietary right of a third party (an **"IP Claim"**).

6.2 By Customer. If and to the extent permitted by applicable law, including, but not limited to, Section 768.28, Florida Statutes, Customer shall indemnify, defend, and hold harmless CENTEGIX and its Affiliates, and its and their respective directors, managers, officers, employees, members, and shareholders (collectively, the **"CENTEGIX Indemnitees"**) from and against all Losses arising out of or related to any third party claim that is based upon or alleges personal injury or property damage in any way related to Customer's use of, or the failure of, the Service (a **"Customer Indemnifiable Claim"**).

6.3 Indemnification Definitions. "Claim" means, as applicable, any IP Claim and any Customer Indemnifiable Claim. **"Indemnitor"** means a party that is required to provide indemnification pursuant to these Standard Terms. **"Indemnitee"** means a party seeking indemnification pursuant to these Standard Terms and includes Customer Indemnitees and CENTEGIX Indemnitees.

6.4 Procedures for Claims. Indemnitee agrees to give Indemnitor prompt written notice of any Claim for which Indemnitee seeks indemnification, *provided however*, any failure by Indemnitee to timely provide such notice will not relieve Indemnitor of its indemnification obligations except to the extent Indemnitor can demonstrate actual prejudice as a result of such failure. Within thirty (30) days after receiving Indemnitee's notice of a Claim, but no later than ten (10) days before the date on which any formal response to the Claim is due, Indemnitor will notify Indemnitee in writing acknowledging its indemnification obligation and assuming control of the defense and settlement of the Claim (a **"Notice of Election"**). If Indemnitor delivers a timely Notice of Election to Indemnitee, Indemnitor shall have sole control over the defense and settlement of the Claim. Indemnitee shall cooperate with Indemnitor in the defense of the Claim. Indemnitee will have the right to participate with Indemnitor in the defense or appeal of any Claim, at Indemnitee's option and at Indemnitee's own expense (such expense not being indemnified by Indemnitor), but Indemnitor will have sole control and authority with respect to any such defense, compromise, settlement, appeal, or similar action, provided that Indemnitor obtains Indemnitee's prior written consent to any settlement that requires Indemnitee to make any admission of fault or pay any amounts in connection with such settlement. If Indemnitor does not deliver a timely Notice of Election or does not conduct the defense of a Claim after delivering a timely Notice of Election, Indemnitee may defend and/or settle the Claim in such manner as it may deem appropriate, at the cost and expense of Indemnitor, including payment of any settlement, judgment or award and the costs of defending or settling the Claim. Indemnitor will promptly reimburse the Indemnitee upon demand for all Losses suffered or incurred as a result of or in connection with the applicable Claim.

6.5 IP Claims. In the event of an IP Claim, in addition to its obligations as the Indemnitor, CENTEGIX may, at CENTEGIX's option, (i) modify or replace the Service so that it performs comparable functions without infringement; *or* (ii) obtain a royalty-free license for Customer to use the Service. If neither alternative (i) or (ii) is available to CENTEGIX on commercially reasonable terms, CENTEGIX may terminate all Orders upon a refund to Customer of an amount equal to the Service Fee paid for the unexpired portion of the then current Term. THIS SECTION 6.5 STATES CENTEGIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY IP CLAIM.

7. INSURANCE

CENTEGIX will maintain in full force and effect: (a) Commercial general liability insurance, with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million dollars ($2,000,000) general aggregate for bodily injury

and property damage; (b) Errors and Omissions liability insurance with limits of at least One Million Dollars ($1,000,000) per claim; and (c) workers' compensation and Employer's liability coverage as required under applicable state law.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, IN ANY WAY RELATED TO THESE STANDARD TERMS, THE PERFORMANCE OF ANY SERVICES PURSUANT TO THESE STANDARD TERMS, OR USE OF THE EQUIPMENT, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

8.2 CENTEGIX SHALL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, SUITS, LIABILITIES, DAMAGES OR LOSSES RELATED TO OR ASSOCIATED WITH THE PERSONAL INJURY, DEATH, OR REAL OR PERSONAL PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY EMERGENCY SITUATION OR ANY OTHER USE OF THE SERVICE WHETHER IN TORT, CONTRACT, ARISING FROM A COURSE OF CONDUCT, USAGE IN TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FEES CHARGED FOR THE SERVICE ARE ESTABLISHED AS A RESULT OF THE ALLOCATIONS OF RISK AND RESPONSIBILITY DESCRIBED IN THIS SECTION (LIMITATION OF LIABILITY) AND THAT CENTEGIX WOULD NOT HAVE PROVIDED THE SERVICE WITHOUT CUSTOMER'S AGREEMENT TO THE ALLOCATION OF RISK AND RESPONSIBILITY SET FORTH IN THIS SECTION (LIMITATION OF LIABILITY).

8.3 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CENTEGIX FOR ANY CLAIM, LOSS, OR DAMAGE IN CONNECTION WITH THESE STANDARD TERMS OR CUSTOMER'S USE OF THE SERVICE EXCEED THE AMOUNT PAID TO CENTEGIX PURSUANT TO AN ORDER ACKNOWLEDGEMENT FOR THE PARTICULAR SERVICE WHICH GAVE RISE TO THE CLAIM DURING THE SIX MONTH PERIOD ENDED ON THE DATE THE CLAIM AROSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE OBLIGATIONS OF CENTEGIX IN SECTION 6.1 (INDEMNIFICATION).

8.4 THE LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE STANDARD TERMS AND CONDITIONS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. CONFIDENTIALITY

9.1 **Confidential Information.** Except as may be provided by state or federal law, including open records requests made pursuant to the open records law of the jurisdiction of Customer, and requests made pursuant to the Freedom of Information Act (FOIA) (U.S.C. §522 *et seq.*), each recipient of Confidential Information (the **"Recipient"**) agrees that it will not disclose, provide, or otherwise make available any Confidential Information of the other party (the **"Disclosing Party"**) during the Term and for a period of 7 years thereafter, and in the case of Confidential Information that constitutes a trade secret under applicable law, for as long as such Confidential Information remains a trade secret. Each Recipient agrees that it will obtain a written confidentiality agreement from each third party (consultant or any other person) not governed by these Standard Terms who is provided access to the Confidential Information of the Disclosing Party. In addition, each Recipient agrees that it will *not*:

(i) use the Disclosing Party's Confidential Information for any purpose beyond the scope of these Standard Terms;

(ii) Copy any part of the Disclosing Party's Confidential Information or disclose any part of the Disclosing Party's Confidential Information to any person other than Recipient's employees or consultants who need the Disclosing Party's Confidential Information to perform their duties;

(iii) Authorize or permit any such employee or consultant to use or disclose any part of the Disclosing Party's Confidential Information in violation of these Standard Terms;

(iv) Reverse engineer, de-compile, or disassemble any of the Disclosing Party's Confidential Information nor use any of the Disclosing Party's Confidential Information for the purpose of reverse engineering, de-compiling, or disassembling the Software; or

(v) Produce any product nor offer any service of any nature whatsoever based in whole or in part on the Disclosing Party's Confidential Information nor cause or assist any other Person in doing so.

9.2 Exclusions. The Recipient's obligations under these Standard Terms will not apply to any portion of the Disclosing Party's Confidential Information that:

(i) At the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of these Standard Terms; Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions;

(ii) Recipient subsequently acquires by lawful means from a third-party who is under no obligation of confidentiality or non-use owed to Disclosing Party;

(iii) Recipient subsequently independently develops without any use of or reference to the Disclosing Party's Confidential Information; or

(iv) Becomes a part of CENTEGIX Compiled Data.

9.3 Disclosure Pursuant to Legal Process. If Recipient is legally compelled (including pursuant to open records requests and FOIA requests) to disclose any portion of the Disclosing Party's Confidential Information, Subject to the time constraints of open records requests and FOIA requests, Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Disclosing Party's Confidential Information that must be disclosed. Recipient will disclose only that portion of the Disclosing Party's Confidential Information that is legally required to be disclosed.

9.4 Enforcement. Recipient acknowledges that Disclosing Party may have no adequate remedy at law should Recipient breach its obligations under this Section 7 and agrees that Disclosing Party will be entitled to enforce its rights under this Section 8 by seeking appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by Disclosing Party in exercising any right under these Standard Terms will be construed to be a waiver of that right or of the right to assert a claim with respect to any future breach of these Standard Terms.

9.5 Return or Destruction of Confidential Information. Upon request by the Disclosing Party, the Recipient will destroy the Disclosing Party's Confidential Information, including all copies of the Disclosing Party's Confidential Information, and all abstracts, summaries or documents produced using the Disclosing Party's Confidential Information and, upon request, will certify to the Disclosing Party in writing that all copies, abstracts, summaries, and documents have been destroyed. Notwithstanding any provision of these Standard Terms to the contrary, no provision of these Standard Terms shall require the destruction of (i) Confidential Information required to be retained by the Recipient's document retention policy and (ii) copies of any computer records or files containing Confidential Information that have been created pursuant to automatic archiving and back-up procedures which cannot reasonably be deleted.

10. TERM; TERMINATION

10.1 Term. Customer may use the Service during the Initial Term. Customer may renew the right to use the Service by paying a renewal invoice or by submitting an Order for a renewal term (each, a **"Renewal Term,"** and, with the Initial Term, the **"Term"**). Customer acknowledges that failure to renew the applicable Term will terminate Customer's access

to and use of the Service.

10.2 Termination. Each of CENTEGIX and Customer has the right to terminate these Standard Terms, the affected Order Acknowledgement(s) and the Service if the other party breaches or is in default of any material obligation under these Standard Terms, when such a breach or default (i) is incapable of cure; or (ii), being capable of cure, has not been cured within thirty (30) days after receipt from the other party of written notice of the breach or default. In the event of termination following breach by CENTEGIX, CENTEGIX will refund the unearned portion of any prepaid fees.

10.3 Effect of Termination. Within thirty (30) days of the termination of an Order Acknowledgement for any reason, the affected Sites will be decommissioned and CENTEGIX will cease provision of the Service. Upon termination, Customer will use reasonable efforts to notify all users of the Service that the Service have been terminated. Except as expressly set forth in these Standard Terms, amounts paid to CENTEGIX for Equipment, Service, and Professional Services are non-refundable.

11. GENERAL.

11.1 Independent Contractor. The parties are and shall be independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venture, employee, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect, nor shall either party hold itself out as having such authority.

11.2 Limitations. The CRISIS ALERT System is not a life-saving system, and no part of the CRISIS ALERT System is a life safety device. The CRISIS ALERT System is a communications system designed to allow Customer personnel to signal an alert if there is an emergency at a Site or provide other safety and security functions. Emergencies and the resulting confusion, errors in judgment, interruption of power and communications, and other issues surrounding emergencies may result in the failure of systems or in inappropriate or less than optimal actions or inactions by persons reacting or responding to emergencies. The CRISIS ALERT System may not be operational or work properly as a result of environmental factors and weather conditions beyond human control, unmaintained, stolen, or damaged equipment, the failure of the internet and other communications systems, or the failure of electrical grid, therefore CENTEGIX does not represent, warrant, or guarantee that the CRISIS ALERT System will be operational or work properly if or when an emergency occurs.

11.3 Assignment. Neither Party has the right to assign or transfer its rights and obligations under these Standard Terms without prior written approval of the other and any attempted assignment shall be void, except that either Party may assign these Standard Terms to an Affiliate of such Party or to any successor to all or substantially all of such Party's business and assets upon written notice to the other Party.

11.4 Force Majeure. Neither Party shall be in default by reason of any failure in performance of these Standard Terms if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such Party, including but not limited to, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, fire, flood, epidemic, restrictions, strikes, and/or freight embargoes. A force majeure event shall not excuse performing duties that are unrelated to the force majeure event, including, without limitation, discharging financial obligations.

11.5 No Waiver. Any failure by either Party to detect, protest, or remedy any breach of these Standard Terms shall not constitute a waiver or impairment of any such term or condition, or the right of such Party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other Party.

11.6 Notices. All notices, communications, and deliveries under these Standard Terms (other than routine support calls) must be made in writing, signed by the Party making the same, must specify the Section under these Standard Terms pursuant to which it is given or being made (if applicable), and will be given or made to the address(s) specified as the "Address for Notices" on the signature page to these Standard Terms.

11.7 Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of these Standard Terms will continue in full force and effect.

11.8 Governing Law.

(i) These Standard Terms and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws provisions thereof. The Parties expressly exclude all application of the United Nations Convention on the International Sale of Goods to these Standard Terms.

(ii) No actions, regardless of the form, arising out of these Standard Terms may be brought by the Customer more than one (1) year after the occurrence of the events that gave rise to the cause of actions become known by the Customer.

(iii) Any dispute, controversy, or claim arising out of, in connection with, or relating to, these Standard Terms, the breach or alleged breach these Standard Terms, or the termination, enforcement, interpretation, or validity of these Standard Terms, including extra-contractual claims and any determination of the scope or applicability of this provision to arbitrate, shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the City of Miami, State of Florida, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, *provided* that each Party shall pay for and bear the cost of its own experts, evidence, and counsel's fees, and ***provided further***, that in the discretion of the arbitrator, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrators and the reasonable attorneys' fees of the prevailing party. This clause shall not preclude Parties from seeking provisional remedies for breach of intellectual property rights pending the conclusion of arbitration.

11.9 Entire Agreement. These Standard Terms together with the applicable Order constitutes the complete and entire understanding between the parties with respect to the Service and supersede all previous written or oral agreements, proposals, RFP's, RFP responses, and representations. No document, purchase order, or any handwritten or typewritten text which purports to alter or amend the printed text of these Standard Terms shall alter or amend any provision of these Standard Terms or otherwise control, unless the parties both specify in writing that sueh terms or conditions shall control. Additionally, the parties acknowledge that there are no contemporaneous agreements, side-letters, or oral or other arrangements that contradict, alter, or modify any of these Standard Terms. Customer acknowledges and agrees that Customer has not relied on the potential availability of any future product, functionality, or feature, or any statement or representation by CENTEGIX or its employees concerning the potential availability of any future product, functionality, or feature, in placing Orders. These Standard Terms may be modified only in a writing which expressly references these Standard Terms and is executed by both of the Parties to these Standard Terms. These Standard Terms may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties. These Standard Terms has been accepted by CENTEGIX in Atlanta, GA.

11.10 Interpretation. The following rules of interpretation must be applied in interpreting these Standard Terms: (a) the section and subsection headings used in these Standard Terms are for reference and convenience only, and will not enter into the interpretation of these Standard Terms, (b) all references to Sections and Exhibits are to the Sections in these Standard Terms and Exhibits to these Standard Terms, as the case may be, (c) the provisions of the Exhibits are incorporated in these Standard Terms, and (d) as used in these Standard Terms, the term "including" will always be deemed to mean "including without limitation."

11.11 Criminal Background Checks. Any person providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, shall have a Level II background check submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. CENTEGIX shall be required to pay for all costs of the background reports. If it is discovered during the period of the contract that GENTEGIX substituted an unapproved worker for an approved worker, this contract may be cancelled immediately for cause.

11.12 Public Records. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC

RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law. You must keep and maintain public records required by the School District to perform the contracted services. Upon request from the School District's Custodian of public records, you must provide the District 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 or otherwise provided by law.

You must ensure that public records which 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 the contract, if the contractor does not transfer the records to the District. Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees. A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

11.13 E-Verify. E-Verify. Effective July 1, 2020. Pursuant to Section 448.095, Florida Statutes, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.

Subcontractors (i) Contractor 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 Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, Florida Statutes.

Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

Contractor must provide evidence of compliance with Section 448.095, Florida Statutes, by the start of the term of this contract. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion.

12. DEFINITIONS

The following capitalized terms are used in these Standard Terms with the meanings thereafter ascribed.

"Accessory" means the items identified as such on the applicable Order which are provided to enhance the functionality of the Safety platform functionalities.

"Affiliate" means any entity directly or indirectly controlling, controlled by, or under common control with Customer, where "control" means ownership of at least 50% of the equity or beneficial interests of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

"Anniversary Date" means 90 days after the earlier of the PO Date (if applicable) or signed Order Acknowledgement.

"Confidential Information" means all business or technical information of the Disclosing Party that is not generally known to the

public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, flow-chart, logic diagram, design proposal, screen shot, screen shot concept, algorithm, device, compilation of information, method, technique, or process. The Service constitute Confidential Information of CENTEGIX and its licensors.

"Contractor" means an independent contractor performing services for Customer or an Affiliate.

"Customer" means the person or entity that issued an Order the receipt of which by CENTEGIX has been acknowledged by an Order Acknowledgement of Centegix.

"Documentation" means the on-line information and materials, relating to the use of the Service and the Equipment made available to Customer in connection with the license of the Software.

"Electronic Device" means each computer or other device into which the Software is downloaded and/or installed.

"Equipment" has the meaning assigned in Section 1.2 of these Standard Terms.

"Implementation" means the services performed by CENTEGIX for Software configuration, the loading of a standard set of protocols, and training.

"Initial Term" has the meaning assigned in Section 1.1 of these Standard Terms. any).

"Installation" means placement and configuration of Equipment at the Site.

"Order" means the Order Acknowledgement and Customer's Purchase Order identified in an Order Acknowledgement (if required).

"Order Detail Attachment" means ***Exhibit A*** to the Order Acknowledgement which lists Equipment provided to Customer.

"Party" means CENTEGIX or Customer, individually, and **"Parties"** means CENTEGIX and Customer, collectively.

"Person" means any individual, general partnership, limited liability partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

"Professional Services" has the meaning assigned in Section 3.1 of these Standard Terms.

"Site" means each physical location specified by Customer prior to the commencement of Installation at which Equipment will be placed and the Service will be used.

"Special Terms" means the terms and provisions on ***Exhibit B*** to an Order Acknowledgement, if an ***Exhibit B*** initialed by CENTEGIX is attached to an Order Acknowledgement, which supplement or modify these Terms and Conditions.

"Software" means the executable software used for the CENTEGIX mobile app, the CENTEGIX background Device crisis app, and the CrisisAlert Platform.