



FLORIDA HOSPITAL HEALTHY FUTURES PROGRAM AGREEMENT

This *Florida Hospital Healthy Futures Program Agreement* (“Agreement”) is entered on _____, 2018, by and among the School Board of Volusia County, Florida (“School Board”), a political subdivision of the State of Florida, and Memorial Health Systems, Inc. d/b/a Florida Hospital Memorial Medical Center, Southwest Volusia Health Care Corporation d/b/a Florida Hospital Fish Memorial, Memorial Hospital West Volusia, Inc. d/b/a Florida Hospital Deland, Southeast Volusia Healthcare Corporation d/b/a Florida Hospital New Smyrna each a Florida not for profit corporation (collectively “Florida Hospital”).

RECITALS

WHEREAS, Florida Hospital owns and operates 4 acute care hospitals in Volusia County along with physician offices and outpatient healthcare facilities;

WHEREAS, the School Board has an uncontroverted history of forming first-of-its-kind partnerships with private sector entities while operating 78 schools with a total enrollment exceeding 63,000 students and is the largest employer in Volusia County with approximately 7,700 employees;

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

WHEREAS, Florida Hospital is committed to supporting public education and embraces the School Board’s efforts to prepare students for successful careers in healthcare fields beyond that exhibited by any other hospital provider;

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

WHEREAS, the School Board embraces Florida Hospital as its exclusive partner in providing medical and healthcare education and support to its over 63,000 students as set forth in this Agreement;

WHEREAS, the School Board, like all school districts in the state of Florida, experiences student chronic absenteeism affecting 11,000 students annually;

WHEREAS, it is well established that a student's likelihood for academic success is directly correlated to the avoidance of absenteeism;

WHEREAS, Florida Hospital relishes the opportunity to help the School Board address student chronic absenteeism for the benefit of the parents and the students of the School Board and community abroad;

WHEREAS, Florida Hospital endeavors to benefit the School Board by complementing athlete care, assist with the management of a concussion program to include improved protocols, provide network of providers, facilitate access to clinicians and specialists as needed, educate and train school trainers and coaches and reduce the injuries of student athletes;

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

WHEREAS, Florida Hospital believes that developing learning communities that focus on career readiness, providing students internship and workplace shadowing opportunities and offering mentorship with professionals established in medical careers, will advance the School Board's school-based health care academies and programs.

The parties agree to the following:

1. Incorporation of Recitals. The Recitals set forth in the wherefore clauses above are incorporated by reference herein as if set forth in their entirety and are material terms, conditions and consideration for the execution of this exclusive Agreement.
2. Purpose. The parties enter this exclusive Agreement whereby Florida Hospital will be the Official Healthcare Champion (as defined in Section 6) of the School Board, with special emphasis on healthcare related academic academies and programs at schools of the School Board which are currently, or may later be, established during the term of this exclusive Agreement. The intent of this Agreement is to establish that Florida Hospital is the exclusive student education and student wellness partner of the School Board for all purposes and on all levels, including but not limited to healthcare for students and student athletes at the schools of the School Board and healthcare academic programs, and related sponsorships and naming rights, marketing, educational and support programs, graduate recruitment, e-care, high school athlete healthcare ecosystems, athlete safety and concussion protocol at all sporting events.
3. Name of Program. The program established by the exclusive Agreement shall be referred to as the "Florida Hospital Healthy Futures Program of Volusia County Schools" ("Program"), or as otherwise determined by Florida Hospital

4. Authority. The parties enter this exclusive Agreement pursuant to policies 610 and 714 of the School Board.
5. Term. The term of this exclusive Agreement shall be for a period of five (5) years commencing on July 1, 2018, and expiring on June 30, 2023, except as otherwise provided herein. Florida Hospital shall have the exclusive right of first refusal to renew this exclusive Agreement for one additional period of five (5) years. However, the School Board grants, and Florida Hospital retains the right to re-evaluate the partnership at the end of the third year which will occur on June 30, 2021; thereby providing Florida Hospital the ability to opt-out of the fourth and fifth years of the term of this exclusive Agreement. To opt-out of this exclusive Agreement, Florida Hospital is required to provide, in writing, its election to discontinue the Program and written notice must be delivered to School Board no later than April 30, 2021; after which, if no written notice has been issued, Florida Hospital and School Board will remain obligated under the terms of this exclusive Agreement through its conclusion on June 30, 2023. Moreover, should Florida Hospital elect to exercise its exclusive right of first refusal to renew this exclusive Agreement for one additional period of five years, notice of its intent to negotiate the continuation of the Program shall be delivered in writing to School Board no later than January 1, 2023.
6. Relationship Exclusivity. As stated in Section 2 above, Florida Hospital is designated as the School Board's Official Healthcare Champion at all 78 schools presently and directly operated by School Board within the boundaries of Volusia County, Florida and any additional schools constructed and opened during the term of this exclusive Agreement. For purposes of this Section 6, the term "Official Healthcare Champion" shall mean an institution or system or conglomeration of institutions which provides, either through in-person or e-care, delivering healthcare services related to the treatment or diagnosis of medical conditions, including hospital services, services related to imaging (e.g. x-rays, magnetic resonance imaging, sonograms), rehabilitation, urgent care, professional medical services (i.e. physician services) and other healthcare services to students. Nothing in this Agreement shall be interpreted to apply to School Board employees or interfere with any existing or future contracts with health insurance providers for the benefit of employees.

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

7. Rights and Obligations of Parties.

A. *Chronic Student Absenteeism Solutions.*

- (1) Florida Hospital, in conjunction with the School Board, agrees to assist School Board's pursuit, development and implementation of innovative solutions to the School Board's problem of student chronic absenteeism in accordance with such plans as mutually agreed by the parties from time to time.
- (2) As part of the model moving forward, Florida Hospital will develop and implement, in a manner mutually agreeable to Florida Hospital and the School Board, non-traditional solutions to assist the School Board in addressing chronic absenteeism, which shall include E-care/Telemedicine services beginning with the 36 schools identified on Exhibit D, attached hereto and incorporated herein by reference, with the highest rate of chronic absenteeism as of the date of this Agreement.
- (3) Florida Hospital will find alternatives/solutions to aid students in need of services via E-care ("E-Health Services") who lack insurance and cannot afford the cost of health care. School Board shall be responsible for all aspects of administering and selecting who receives E-Health Services. The parties will develop a plan for each school year, which may include different solutions. The parties will evaluate the effectiveness of the plan at the end of each school year and adjust the plan as they deem appropriate.
- (4) Florida Hospital will assign a liaison to work with school nurses to assist the families of students on potential opportunities to secure/coordinate health insurance and other community health services as needed.
- (5) Florida Hospital will provide mutually agreed upon chronic disease educational opportunities (asthma, allergy, diabetes) to parents and students through written, electronic and video formats.
- (6) Florida Hospital will assist School Board with identification of potential funding sources (pharmaceutical companies, federal, state or private grants, etc.) to assist with the cost of prescription drugs for students in need.
- (7) Florida Hospital shall provide mutually agreed upon education and training for district nurses' E-care platform.

B. *Athlete Safety.*

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

Additionally, Florida Hospital will provide the following:

- a. A dedicated certified athletic trainer to serve as a Volusia County school liaison to streamline and coordinate care;
- b. Availability of telemedicine and E-care services;
- c. Coordinate care to outpatient services such as urgent care and physician appointments; and imaging, sports medicine and rehabilitation services should there be an athlete in need of those medical services; e. Tailored health related educational content for students, parents and faculty;
- d. Education and training for coaches, trainers and athletic team members including the implementation of “best practice” sharing on mutually agreed topics.

C.1 *Exclusive naming rights.*

- (1) Florida Hospital shall be granted the exclusive naming rights to each of the School Board’s six (6) high school healthcare-related high school academies and nine (9) academic healthcare programs at middle and high schools. These academies and programs are fully set forth in Exhibit “A.”
- (2) The revised names of each academy and program during the term of this exclusive Agreement are set forth in Exhibit “B.” The terms of this Agreement shall also apply to any newly established healthcare academy or health care program established by the School Board during the term of this exclusive Agreement. The style of healthcare academies or programs established during the term of this exclusive Agreement shall follow that set forth in Exhibit “B” for existing academies and programs. Each health care-related academy and academic program shall be referred to by the School Board with the use of these names, including any related marketing or promotional materials.

- (3) Florida Hospital shall provide signage identifying Florida Hospital and/or the name of each applicable academy and program to attach in a reasonable manner to each site. Signage shall conform to all applicable local, city and county code requirements and School Board policies subject to review and approval by the Superintendent or designee
- (4) Signage and branding shall also extend to all health centers on the campuses of each school throughout the District subject to review and approval by the Superintendent or designee.

C.2 *Internship program.*

- (1) Florida Hospital shall have the right to establish a student internship program for participation by each health care-related academy and program of the district in coordination with the District's Career and Technical Education (CTE) office. Florida Hospital and School Board shall establish the content of the program, if any, by separate memorandum of understanding.

C.3 *Professional interaction opportunities.*

- (1) Florida Hospital shall:
 - a. Arrange for a representative from Florida Hospital to speak to each school health-care related academy and academic program on a minimum of two occasions each school year.
 - b. Arrange for a tour of a hospital facility for the students of each health-care related academy and program no less than once each semester.
 - c. Participate annually in the Tomorrow's Leaders Program of the Futures Foundation, a direct support organization of the School Board.

[Intentionally omitted]

C.4 *High school graduate recruitment.*

- (1) Florida Hospital shall have the right to host job fairs to recruit graduates for employment from district high school health science and health

related academies on each school campus in coordination with the district.

D. *Marketing.*

- (1) *Right of use.* The parties shall have a limited, terminable, nonexclusive license to promote and market Florida Hospital's brand and the School Board's brand throughout the School District of Volusia County and in marketing, advertising and other promotional materials, including the use of each parties' respective logos, for activities related to this exclusive Agreement. Use of each party's brand or logo, or any other identifying information, shall be subject to the approval of the other party.
- (2) *Coordination.* Florida Hospital and School Board shall coordinate promotional efforts as mutually agreed to by the parties during the term of this exclusive Agreement, such as use of social media and the development of videos for public distribution by both parties.
- (3) *Smart phone app.* The School Board maintains a smart phone app for use by the public and employees to provide information on district and school services and activities. Florida Hospital shall be granted a link within the app for community health care information and services to direct individuals to Florida Hospital services and facilities during the term of this exclusive Agreement as long as such a smart phone app is made available by the School Board. Additional links may be available upon approval by, and coordination with, the Superintendent. Florida Hospital shall have the exclusive opportunity to provide information regarding healthcare services, excluding any information provided by the District's employee group health insurance provider, district departments/schools or other governmental agency.
- (4) *Websites.* The Program shall be displayed on the main district website and each middle and high school offering a health science program and/or academy during the term of this exclusive Agreement. In addition, Florida Hospital shall have a page on the district's website subject to approval by the district. A link to that page shall be displayed on the district's primary website.
- (5) *School year kick-off student folders.* All district students are provided a folder at the beginning of each school year that includes school year information and materials. Beginning in the 2018-2019 school year, Florida Hospital shall be granted exclusive right to have their logo

prominently on the folders to be used by each school for this purpose. These folders may prominently include Florida Hospital identifying information and include brochures and informational material on the services of Florida Hospital subject to review and approval by the district. Florida Hospital would be responsible for providing these folders to the District if it invokes the privileges of this paragraph by a deadline specified by the District to timely prepare for the upcoming school year.

- (6) *Digital and social media plan.* Florida Hospital may provide sponsored and original content to be shared on school channels, school websites and smartphone applications monthly, and is subject to review and approval by the district.
- (7) Health and Wellness related materials in hard copy form may be provided to the district for distribution to students and parents subject to approval by the school district. These materials may also be provided to the district in electronic format for posting on relevant district and/or school web sites. Should the District develop the technical capacity to offer email notifications by Florida Hospital parents on wellness and/or the Program, the District will coordinate a program to that effect with Florida Hospital.
- (8) Signage – Florida Hospital is granted the exclusive right to place all corporate healthcare and health insurance industry signage at all home athletic venues in accordance with the applicable policies of the School Board. Existing signage agreements with other parties which conflict with this limited exclusivity shall not be renewed or extended.
- (9) Opportunity to speak at beginning of the season parent meetings to discuss sport related health and wellness, including concussion awareness.
- (10) Four PA announcements as available at each sporting event.
- (11) Florida Hospital may elect to share health, wellness and other related information monthly with District employees via its e-mail system subject to review and approval by the District.

E. *Student, coaching and training team uniforms.*

- (1) Florida Hospital shall have the exclusive opportunity to provide one or more sets of apparel with a Florida Hospital logo to be worn by adult athletic personnel associated with all athletic events throughout the schools of School Board. In the event an athletic program/team already has an agreement for the provision of athletic apparel with another vendor or entity, Florida Hospital will have the opportunity to add its logo to that apparel.

F. *Right to bill.*

School Board acknowledges that the physicians and other personnel providing services related to this Agreement may not be agents or employees of Florida Hospital. Each recipient of healthcare services shall be responsible for charges incurred for the provision of healthcare services, including but not limited to copays and deductibles as applicable, and the provision of services shall be subject to such consents, authorizations, and requests Florida Hospital (and other health care providers) may require from time to time. Florida Hospital (and other healthcare providers) shall have the right to bill for health care services to Recipients to the patient, patient's medical insurance, or other third party, as applicable, in accordance with its usual and customary practices. Nothing in this Agreement, however, shall create any obligation of the School Board to pay for said services.

G. *Miscellaneous.*

- (1) Florida Hospital will be provided each athletic teams' rosters and game/event schedules, and be provided updates and changes to all such rosters, schedules and reports in a timely manner. The parties shall collaborate on the development of a mechanism for parents/guardians to consent to share student directory information with Florida Hospital for non-marketing purposes and medical care. The parties shall collaborate on the development of student athlete injury reports and concussion data subject to consent by the parent/guardian of each student. Florida Hospital will abide by all applicable FERPA laws and will preserve the confidentiality and privacy of all health information it receives or creates about providing services under this Agreement, as required by state and federal law including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the privacy rules promulgated pursuant thereto.

8. Consideration.

- A. *Consideration schedule.* In exchange and in support of the obligations and opportunities set forth in sections in this Agreement, Florida Hospital agrees

to contribute TWO MILLION DOLLARS (\$2,000,000.00) in cash or in kind to the School Board as provided herein. The cash portion shall be ONE MILLION DOLLARS (\$1,000,00.00) in the aggregate over the course of the Agreement (subject to reduction in the event of opt-out by Florida Hospital as provided in this Agreement), payable in annual installments of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00). In addition, Florida Hospital and the School Board acknowledge in-kind services and other obligations of Florida Hospital outlined throughout this exclusive Agreement have an estimated value of not less than ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate.

B. *Opt-out provision.* In the event Florida Hospital opts-out of this exclusive Agreement at the end of the third year as more particularly set forth in Section 5 above, no sum of money shall be due from Florida Hospital to School Board for years four and five.

9. Entire Agreement. This Agreement constitutes the entire contract between School Board and Florida Hospital regarding the services covered under this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. Any amendment to this exclusive Agreement shall be in writing and approved by the parties.
10. Mutual exclusivity. Florida Hospital shall not directly or indirectly support, finance, sponsor, promote or engage with any other public educational institution serving any grade of kindergarten through twelfth grade in Volusia County not otherwise specified in this Agreement, including, but not limited to, fundraising, educational programs or athletic events/activity. This exclusivity shall not apply to any commitment made by Florida Hospital prior to the execution of this Agreement or continuation of said commitment in the future.
11. Florida Public Records Act. The School Board is subject to Florida's Open Government Laws, namely chapters 119 and 286, Florida Statutes. Activities subject to this Agreement are subject to the public records laws. However, nothing in this Agreement shall be interpreted to expand upon, or modify, the public records requirements in law.
12. Independent Contractors. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.
13. Subject to Approval. This exclusive Agreement shall not be considered an offer by either party when exchanged but is subject to approval by the School Board and Florida Hospital.
14. Medical Records; Compliance with Laws:

- a. Ownership of Medical Records. The ownership and right of control of all reports, records and documentation prepared in connection with the operations of Florida Hospital, including but not limited to patient medical records, care paths, standard practice patterns, and other patient care systems and medical management programs, shall vest exclusively in Florida Hospital; and School Board shall not have any right of access to or use of such reports, records and documentation.
 - b. Compliance with Applicable Laws. The parties agree to comply with all federal and state laws or regulations. Without limiting the forgoing, Florida Hospital agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations. If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.
 - c. Without limiting the foregoing, Florida Hospital will comply with the regulations of the Health Insurance Portability and Accountability Act (HIPAA), governing the privacy and security of health information. Florida Hospital will treat all information regarding diagnosis, history or treatment that allows unique identification of an individual (“Protected Health Information”), as that term is defined by 45 CFR § 160.103, as Confidential Information. To the extent required by applicable law, the Parties will implement and maintain such privacy and security safeguards as are necessary to ensure that Protected Health Information is adequately protected from unauthorized access.
15. No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any other person or entity any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
16. Effective date. This exclusive Agreement is effective as of the date last signed by either party.
17. Notice. Written notice to either party under this exclusive Agreement shall be submitted to the following:

To the School Board:
 Mr. James T. Russell
 Superintendent

To Florida Hospital:
 Mr. David Ottati
 President/CEO

The School District of Volusia County
PO Box 2118
DeLand, FL 32721-2118

Central Florida Division – North Region
Florida Hospital
900 Hope Way
Altamonte Springs, FL 32714
Attn: legal services

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

The signatures below indicate approval of this exclusive Agreement:

FOR THE SCHOOL BOARD:

FLORIDA HOSPITAL:

Mrs. Linda Cuthbert
Chairperson

Mr. David Ottati
President/CEO
Central Florida Division – North Region

Dated: _____

Mr. James T. Russell
Superintendent

Dated: _____

Exhibit A to
FLORIDA HOSPITAL HEALTHY FUTURES PROGRAM
OF VOLUSIA COUNTY SCHOOLS AGREEMENT

Inventory of health care academies and programs

Health Science Program Numbers by School

DeLand High School

Deltona High School

Mainland High School

New Smyrna Beach Middle School

New Smyrna Beach High School

Pine Ridge High School

Ormond Beach Middle School

Seabreeze High School

University High School

Health Related Academies by School

Health Services Academy at Deltona High School

Academy of Scientific Inquiry at Mainland High School

Medical Academy at New Smyrna High School

Allied Health Academy at Seabreeze High School

Health Care Academy at Pine Ridge High School

Academy of Biomedical Science at University High School

Exhibit B to
FLORIDA HOSPITAL HEALTHY FUTURES PROGRAM
OF VOLUSIA COUNTY SCHOOLS AGREEMENT

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

Health Related Academies by School

The Florida Hospital Health Services Academy at Deltona High School

The Florida Hospital Academy of Scientific Inquiry and Medicine at Mainland High School

The Florida Hospital Medical Academy at New Smyrna Beach High School

The Florida Hospital Health Care Academy at Pine Ridge High School

The Florida Hospital Allied Health Academy at Seabreeze High School

The Florida Hospital Biomedical Sciences Academy at University High School

Health Science Programs by School

The Florida Hospital Health Science Program at DeLand High School

The Florida Hospital Health Science Program at Deltona High School

The Florida Hospital Health Science Program at Mainland High School

The Florida Hospital Health Science Program at New Smyrna Beach Middle School

The Florida Hospital Health Science Program at New Smyrna Beach High School

The Florida Hospital Health Science Program at Ormond Beach Middle School

The Florida Hospital Health Science Program at Pine Ridge High School

The Florida Hospital Health Science Program at Seabreeze High School

The Florida Hospital Biomedical Science Program at University High School

Note: Florida Hospital may elect to modify references to its name upon notification to the School Board.

Exhibit C

To

FLORIDA HOSPITAL HEALTHY FUTURES PROGRAM OF VOLUSIA COUNTY SCHOOLS AGREEMENT

SECTION 1. SCOPE OF FLORIDA HOSPITAL SERVICES AND SUPPORT ONSITE AT SCHOOLS. Subject to the provisions of this Agreement, Florida Hospital shall provide certain sports medicine services and other services and support to those public high schools listed on Exhibit D to this Agreement (the "Schools," individually, "School") as amended by the Parties from time-to-time. To fulfill this obligation to provide services and support, Florida Hospital agrees to provide the following during the term of this Agreement:

1.1. Pre-Participation Sports Screenings. Florida Hospital will assist each School's Athletic Trainer with sports pre-participation screenings. Such assistance shall consist of Florida Hospital making available to each School one or more physical therapists, ATCs, registered nurses, and medical assistants, or any combination thereof mutually agreed by the parties (subject to availability) to conduct or support, as appropriate, sports pre-participation screenings. Florida Hospital will furnish this assistance at no charge to the School Board, the School or the athletes receiving the screenings. Assistance will be provided once a year for sports pre-participation screenings. Dates and times are to be mutually agreed upon by the Parties, no later than one (1) month before the screenings are to take place. The School shall arrange School's team physician or other physician to be in attendance during all such screenings as a condition of Florida Hospital furnishing assistance with these screenings. Florida Hospital will furnish assistance to one combined pre-participation screening event for the county middle schools at no charge to the School Board, the School or the athletes receiving the screenings. Assistance will be provided once a year for sports pre-participation screenings. Dates and times are to be mutually agreed upon by the Parties, no later than one (1) month before the screenings are to take place.

1.2. Florida Hospital Concussion Program Florida Hospital agrees to provide the Schools with The Concussion program, and in connection therewith, agrees to provide the following services:

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

- (2) Provide education to coaches and school staff on administering baseline testing prior to the start of the seasons (fall, winter, and spring) based on scheduling prioritization and availability.
- (3) Review of baseline testing data for validity by The Concussion Team
- (4) Provide marketing material for the concussion program including banners, brochures, and web site information.
- (5) Provide educational material and up to two (2) presentations per year on concussions for parents and/ or coaches and staff
- (6) Provide access to a clinic, at the patient, School Board or School's expense, during the concussion clinic hours for any student athlete suspected of a concussion.
- (7) Provide priority scheduling with The Sports Concussion Program in the event of a concussion.

Exhibit D

To

**FLORIDA HOSPITAL HEALTHY FUTURES PROGRAM
OF VOLUSIA COUNTY SCHOOLS AGREEMENT**

[List of 36 schools with highest student absentee rate]

1. Westside Elementary School
2. Starke Elementary School
3. Turie T. Small Elementary School
4. Palm Terrace Elementary School
5. Longstreet Elementary School
6. Discovery Elementary School
7. Deltona Lakes Elementary School
8. Champion Elementary School
9. South Daytona Elementary School
10. Osteen Elementary School
11. Holly Hill School
12. Indian River Elementary School
13. DeLand Middle School
14. Spruce Creek Elementary School
15. Pierson Elementary School
16. Friendship Elementary School
17. Blue Lake Elementary School
18. Pine Ridge High School
19. Ormond Beach Middle School
20. Heritage Middle School
21. Volusia Pines Elementary School
22. Sugar Mill Elementary School
23. Orange City Elementary School
24. Horizon Elementary School
25. Galaxy Middle School
26. Pride Elementary School
27. Osceola Elementary School
28. McInnis Elementary School
29. Enterprise Elementary School
30. Manatee Cove Elementary School
31. Edgewater Public School

32. Taylor Middle-High School
33. Deltona Middle School
34. Creekside Middle School
35. Read-Pattillo Elementary School
36. Spirit Elementary School

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