

☒ APPROVED

190116

<b>CONTRACT REVIEW FORM ("CRF")</b>		<b>BOARD MEETING DATE:</b> <small>WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED</small>
Date Submitted:		
Contract Initiator (Name of Person Overseeing the Contract): Kelly Mosley, CTE Supervisor		Telephone Number: 904-336-4503
School/Department Submitting Contract: CTE - 9002		
Vendor/Contractor Name: Life Care Center of Orange Park		
Contract Title: Clinical Education Affiliation Agreement		
Contract Type: New <input type="checkbox"/> <b>Renewal</b> <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Extension <input type="checkbox"/>		Date Original Contract Approved:
Contract Term:		Renewal Option(s):
Contract Cost: <b>No Cost</b>		Payment Schedule (Monthly? Upon delivery? When finished?):
N/A		
Funding Source: N/A		Purchase Requisition No.: N/A
Strategic Plan Tie-in Explanation: <b>Strategy 1.3</b>		
Pre-Approved by Superintendent or Designee? Yes <u>YES</u> No _____		
Additional Information: The Certified Nursing Assistant (CNA) industry certification requires students to participate in clinical hours in a nursing home to earn their CNA certification. Life Care of Orange Park allows CTE students to do these clinical hours at their facility. Industry certifications prepare students for college and careers, provide bonus funding for CTE programs, and contribute to each school's grade from FLDOE.		
<b>CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?</b> <input checked="" type="checkbox"/> Completed Contract Review Form <input type="checkbox"/> SBAO Template Contract or other Contract (with all basic and mandatory terms) <input checked="" type="checkbox"/> <b>SIGNED 2018 Addendum A (if not an SBAO Template Contract)* included in the body of agreement</b> <small>*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."</small> <input checked="" type="checkbox"/> <b>Certificate of Insurance (COI) for General Liability &amp; Workers' Compensation that meet these requirements:</b> <small>COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.          General Liability = \$1,000,000 Each Occurrence &amp; \$2,000,000 General Aggregate.          Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).          Workers' Compensation = \$100,000 Minimum          [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].</small>		

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**Approvals**

**Comments**

Purchasing Department	Approved	Denied	Comments
Review Date: <b>12/3/2018</b> <b>B78</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>No Cost (No Addendum A &amp; COI Issues)</b>
<b>Risk Management Department</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: <b>12/4/18</b> <b>OKD</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Not added insured on COI but #6 &amp; #7 believe covers our needs - Defer to Attorney for final say</b>
<b>School Board Attorney</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: <b>12/4/18</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>THIS IS A NO COST CONTRACT.</b> The contract initiator is responsible for the completion of the contract to include: resolving any comments written on the Contract Review Form, Signatures and keeping the original contract on file at their location.
<b>Information &amp; Technology Dept.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: <b>12/11/18</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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DEC 04 2018

CLAY COUNTY SCHOOL BOARD ATTORNEY'S OFFICE

## **EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT**

This Educational Institution Affiliation Agreement ("Agreement") is by and between School Board of Clay County ("Educational Institution") and Life Care Center of Orange Park ("Facility"), dated as of the 1st day of November, 2018 ("Effective Date").

### **RECITALS**

A. Educational Institution desires that certain of its students, and when appropriate, certain of its faculty members ("Faculty") be permitted to visit and utilize the premises of a long-term care nursing facility to afford such students and Faculty the opportunity to engage in practical learning and clinical experiences in gerontology and related disciplines;

B. Facility, a skilled nursing facility licensed by the State of Florida, recognizes the need for expansion of the educational development of health professionals, and desires to make its premises available for such purposes;

C. Educational Institution and Facility (collectively "parties") desire to affiliate for the purpose of improving care provided to Facility residents and providing practical learning and clinical experiences in gerontology and related disciplines for students and Faculty of Educational Institution.

NOW THEREFORE, it is understood and agreed upon by the parties as follows:

1. Term. This Agreement shall be effective for the period beginning the Effective Date for a term of one (1) year and thereafter shall be renewed automatically for successive periods of one (1) year, unless otherwise terminated as provided herein. Notwithstanding the forgoing, this Agreement may be terminated by either party with or without cause by giving a thirty (30) day written notice to the other party of its intention to so terminate this Agreement.

In the event this Agreement is not renewed for a subsequent term or is otherwise terminated as contemplated herein, students of Educational Institution who are participating in the clinical learning experiences at Facility at the time of termination shall be allowed to complete such clinical learning experience at Facility for the then current school semester under the terms and conditions herein set forth.

2. Educational Institution agrees to:

a. Plan and determine the adequacy of the educational experience of its students in theoretical training, basic skills in the provision of health care, professional ethics, attitude and behavior, and assign to Facility only those students who have satisfactorily completed the prerequisites of Educational Institution's program prior to clinical assignment.

b. Maintain general and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and, if applicable, maintain worker's compensation coverage in the amount required by law. Educational Institution shall provide Facility, upon execution of this Agreement and on request thereafter, certificates of





insurance evidencing such coverage, attached hereto as Exhibit A-1. Educational Institution shall provide Facility with a thirty (30) day notice prior to any change in the coverage required herein.

c. Require students to carry health insurance effective for the duration of the student's clinical assignment at Facility. If a student is injured or becomes ill while at Facility, he or she may seek medical care and treatment, but is personally responsible for the cost. Neither Facility nor Educational Institution provides accident or health insurance for students.

d. Designate a member of Faculty to coordinate the program with a designated member of Facility's staff. This assignment shall include on-site visits when practical and the continuing exchange of information as requested by either party.

e. Provide Facility with the names, TB test results, and other pertinent information about each student to be assigned to Facility at least four (4) weeks prior to the date on which a student's clinical assignment at Facility will begin.

f. Provide Facility with advance notice of its intention to remove a student from any clinical assignment at Facility.

g. Complete a background search for each student assigned to Facility prior to student beginning clinical assignment at Facility. Background searches not required for students under eighteen (18) years of age. Disclose to Facility, prior to the clinical assignment of any student to Facility, knowledge that any student to be assigned to Facility has been convicted of or entered a plea of guilty, nolo contendere, or an "Alford plea" with respect to any felony, any misdemeanor conviction within the last seven (7) years or any crime against a dependent population, specifically including but not limited to, elder abuse, child abuse or child molestation.

h. At the written request of Facility, remove from Facility any student who, in the sole and absolute discretion of Facility, has performed unsatisfactorily or whose behavior or activities are inappropriate or detrimental to Facility's provision of health care to its residents or that are contrary to the objectives of this Agreement. Requests for such removal of a student must be provided in writing and contain a statement of facts supporting such request by Facility.

i. Direct its students to comply with the administrative policies and procedures, standards and practices of Facility, including those governing the use and disclosure of individually identifiable health information under federal law pursuant to the Standards for Privacy of Individually Identifiable Health Information, ("Privacy Rule") implemented under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"). Educational Institution will insure that each student signs and delivers to Facility prior to the beginning of the clinical assignment a copy of the form "Confidentiality Understanding" (a sample of which is attached hereto as Exhibit B) and the form "Life Care Centers of America, Inc.'s Drug and Alcohol Policy" (a sample of which is attached hereto as Exhibit C).

3. Facility agrees to:

a. Designate a member of its staff to coordinate this program and function as clinical supervisor with Educational Institution's designated coordinator. Jointly, Facility and



Educational Institution shall develop objectives, methods of instruction, and other details of the full clinical experience contemplated by this Agreement.

b. Make available to assigned students appropriate equipment and supplies in order to provide supervised clinical educational experiences. Such accommodations shall include an environment conducive to the learning process that conforms to Facility's customary practices and procedures.

c. Permit Educational Institution's students to perform services for Facility residents only when under the direct supervision of a registered, licensed or certified Facility care-giver licensed in the discipline in which supervision is to be provided. Students shall work, perform assignments, participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of supervisors designated by Facility.

d. Remind students they remain subject to the authority, policies, and regulations imposed by Educational Institution. During periods of clinical assignment and while at Facility, students shall also be subject to all standards, rules, regulations, and administrative practices and policies of Facility.

e. Retain ultimate responsibility for the provision of all services provided to Facility residents.

f. Maintain general and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and if applicable, maintain worker's compensation coverage in the amount required by law. Facility shall provide Educational Institution, upon execution of this Agreement and on request thereafter, certificates of insurance evidencing such coverage, attached hereto as Exhibit A-2. Facility shall provide Educational Institution with a thirty (30) day notice prior to any change in the coverage required herein.

4. Level II Background Screening. Each party represents and warrants that it is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Each party agrees to comply with all requirements of the above-cited statutes and background screenings at its own expense, and shall provide proof of clearance/compliance upon request. Each party agrees that its duty to defend, hold harmless, and indemnify the other party extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

5. Non-Discrimination. Neither party to this Agreement shall discriminate with respect to any aspect of this Agreement, on the basis of race, color, sex, age, religion, national origin, or handicap.

6. Indemnification. In addition to any other statutory or common law obligation to indemnify and defend the Educational Institution, Facility shall indemnify, defend, and hold harmless the Educational Institution, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Facility, its employees, and/or agents relating to the performance of duties contemplated by or arising from this Agreement. Such obligations of the Facility include the duty to defend the Educational Institution and its officers and employees from and against any





claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Facility, its employees, and/or its agents. These obligations shall survive termination of this Agreement.

7. Reservation of Sovereign Immunity. No provision or language in this Agreement shall be construed or interpreted to increase the scope or dollar limit of the Educational Institution's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Educational Institution's sovereign immunity from suit, or to require the Educational Institution to indemnify Facility or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Educational Institution. Educational Institution expressly reserves all other protections and privileges related to its sovereign immunity.

8. Public Records. Each party is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by this Agreement. Accordingly, in addition to all other Public Records obligations, each party shall:

a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Contract Data") which come within the definition of a "public record" under Chapter 119.

b. Provide to the other party, upon its request and free of charge, a copy of each record which the other party seeks to produce in response to a public records request.

c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.

d. Upon completion of its contractual obligations, transfer to the other party, at no cost, all Contract Data in its possession or otherwise keep and maintain such data as required by law.

All records transmitted between the parties must be provided in a format that is compatible with each other's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of this Agreement, which may result in immediate termination of this Agreement without penalty.

IF FACILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FACILITY SHALL CONTACT EDUCATIONAL INSTITUTION'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336- 6500, OR AT: PRR@myoneclay.net.

9. Confidential Information. Educational Institution acknowledges and agrees that the systems, methods, procedures, written materials and controls employed by Facility in the performance of this Agreement (i) are confidential and proprietary in nature, (ii) shall always remain the property of Facility and (iii) shall not at any time in the future be disclosed to any third parties or



utilized, distributed, or copied or otherwise used by Educational Institution or its Faculty, employees, agents or students in any manner whatsoever without the express written consent of Facility. Upon termination of this Agreement, Educational Institution shall promptly deliver to Facility all Confidential Information in the possession of Educational Institution or its employees, agents, students or volunteers.

10. Student Records. Notwithstanding any provision to the contrary contained in this Agreement, Facility, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act ("FERPA"), Sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Facility shall indemnify, defend, and hold harmless the Educational Institution, its officers, and employees for any violation of this covenant. This provision shall survive the termination of this Agreement and shall be binding upon Facility until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by Section 501.171 of the Florida Statutes, Facility shall notify the Educational Institution immediately, but no later than ten (10) calendar days following such security breach. Additionally, Facility shall fully cooperate, at its own expense, with the Educational Institution and assist the Educational Institution with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

11. Notices. Any notices or other communication permitted or required by this Agreement shall be in writing and shall be effective by personal delivery or by certified mail postage prepaid, to the other party at the following address:

If to Facility:

Life Care Center of Orange Park  
Attn: Executive Director  
2145 Kingsley Avenue  
Orange Park, FL 32073

with copy to LCCA:

Life Care Centers of America, Inc.  
Attn: Legal Services  
3001 Keith Street NW  
Cleveland, TN 37312

If to Educational Institution:

Clay County Schools  
2306 Kingsley Avenue, Building 17  
Orange Park, FL 32073

with copy to LCCA:

School Board of Clay County  
Attn: School Board Attorney  
900 Walnut Street  
Green Cove Springs, Florida 32043

Any notice mailed in compliance with this section shall be deemed to have been given upon the earlier of receipt or three (3) days after deposit, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

12. Miscellaneous.

a. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

b. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.





c. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

d. Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

e. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.

f. Either party may assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that such an assignment may be made only to an entity which is directly or indirectly wholly owned or controlled by the same entity as the assigning party.

g. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to all actual attorneys' fees and other costs incurred in that action, in addition to any other relief to which that party may be entitled.

h. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Florida without regard to such state's conflict of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from this Agreement.

i. The services provided pursuant to this Agreement are rendered in the capacity of an independent contractors. Accordingly, neither party is authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the other party. Nothing contained in this Agreement shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Facility and Educational Institution. In this regard, neither party nor its officers, employees, or agents shall be deemed to be employed by the other party for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment. Nothing under this Agreement shall be deemed to create any rights in any third party.

j. In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation or judicial decision, that in the reasonable opinion of the counsel to Facility renders any of the material terms of this Agreement unlawful or unenforceable, then the applicable term(s) of this Agreement shall be subject to renegotiation upon written notice to Educational Institution, to remedy such condition and conform this Agreement to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) day period of time following written notification, either party may terminate the affected Agreement without penalty.



By signing this Agreement, all parties acknowledge notification of LCCA's Code of Conduct and Policy, Procedure and Information Regarding the Deficit Reduction Act of 2005, False Claims Act and Similar Laws, and agree to comply with all provisions thereof. Additionally, all contractors, agents, and vendors agree to make these policies available to all employees involved in executing this Agreement, as required by the Deficit Reduction Act of 2005 and applicable state law. These policies are available for review at: <http://lcca.com/contractors-and-agents/>.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

**FACILITY:**

**LIFE CARE CENTER OF ORANGE PARK**

**By:** \_\_\_\_\_

**Name:** Donny Crews

**Title:** Executive Director

**Date:** \_\_\_\_\_

**EDUCATIONAL INSTITUTION:**

**SCHOOL BOARD OF CLAY COUNTY**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_





# EXHIBIT A-1



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 8333 NW 53rd Street Suite 600 Miami FL 33166		<b>CONTACT</b> NAME: PHONE (A/C, No. Ext): 305-592-6080 FAX (A/C, No): 305-592-4049 E-MAIL: ADDRESS:	
<b>INSURED</b> Clay County District Schools 900 Walnut Street Green Cove Springs, FL 32043		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Underwriters at Lloyd's, London A NAIC# 11230 INSURER B: State National Insurance Company, Inc. A NAIC# 12831 INSURER C: INSURER D: INSURER E: INSURER F:	

### COVERAGES

CERTIFICATE NUMBER: 1565721857

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PK1001418	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ None ✓OK PRODUCTS - COM/POP AGG \$ None \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PK1001418	6/30/2018	6/30/2019	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PK1001418	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NDE092789418	6/30/2018	6/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 ✓ EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL & AL Limits are inclusive of \$200,000 SIR  
 Excess Liability applies to Federal or Out of State Occurrences  
 WC Limits are inclusive of \$500,000 Retention

The liability program operates in accordance with Florida Statutes, 768.28, and provides statutory limits on a basis for liability without waiver of sovereign immunity. This is a fully funded self-insured and self-administered program.  
 The workers' compensation program operates in compliance with and under the auspices of Florida Statutes, Chapter 440. This is a fully funded self-insured and self-administered program, and the Board has elected to purchase excess coverage.

### CERTIFICATE HOLDER

### CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Assured: Clay County School District

Policy Number: PK1001417

Effective Date: June 30, 2017

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Endorsement No. 20

**GENERAL POLICY DEFINITION – STUDENTS IN PRACTICUM**

It is hereby understood and agreed that General Policy Definition 1 is deleted and replaced as follows:

**ASSURED** means not only the **NAMED ASSURED** as stated on the Declaration Page, but also includes:

- i) While acting within the scope of their duties for the **NAMED ASSURED**:

Any past, present or future officials; members of boards or commissions; and trustees, directors, officers, volunteers, or employees of the **NAMED ASSURED** while acting within the scope of their duties as such. **ASSURED** shall also mean any person, organization, trustee or estate to whom the **NAMED ASSURED** is obligated by virtue of a written contract or written mutual aid agreement or other written agreement to provide insurance such as is offered by this policy; but only in respect to acts or operations by or on behalf of the **NAMED ASSURED**, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement.

Student teachers, teaching assistants, students of other educational institutions while serving in a supervised internship program in satisfaction of course requirements or while acting at the direction of, or performing services for or on behalf of, the **NAMED ASSURED**;

- ii) In respect of **Coverage Section II General Liability** only:

Students in a Professional Program while participating in any practicum, field work experience, clinical training or internship program under the supervision, direction or control of any person described in paragraph i above. By Professional Program, we mean an educational program, course of instruction, or continuing education program of the **NAMED ASSURED** that provides training for various professions.

It is further understood and agreed that **Coverage Section II Definition 4** is amended as follows:

4. **INCIDENTAL MEDICAL MALPRACTICE** means **BODILY INJURY** or **PERSONAL INJURY** arising out of the rendering of or failure to render emergency and/or first aid medical services which shall be understood to include, but not limited to, the dispensing of medication and/or the administering of inoculations and/or blood tests and the like (i.e: medicines/tests normally administered by a Healthcare Department that are preventative in nature and do not require advanced medical diagnosis) but where there are no overnight stays.

However, **INCIDENTAL MEDICAL MALPRACTICE** does not include services provided by:

- (a) a hospital except as provided in ii) above and then only for liabilities of the **ASSURED** arising from students participating in a Professional Program;
- (b) an emergency room facility
- (c) a physician, medical doctor, osteopath, chiropractor, resident, extern, or intern;
- (d) a psychiatrist;
- (e) a pharmacist;
- (f) a dentist, orthodontist, or periodontist.

Except as amended in this endorsement, this insurance is subject to all coverage terms, clauses and conditions in the policy to which this endorsement is attached.





# EXHIBIT A-2



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CRS Insurance Group, LLC 3525 Piedmont Rd NE Bldg 8 Suite 805 Atlanta GA 30305		<b>CONTACT NAME:</b> Stephanie Martin <b>PHONE (A/C, No, Ext):</b> (404)804-2112 <b>FAX (A/C, No):</b> (404)804-2121 <b>E-MAIL ADDRESS:</b> stephanie.martin@crsinsgroup.com	
<b>INSURED</b> Life Care Centers of America, Inc. 3001 Keith Street NW Cleveland TN 37312		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Old Republic Insurance Co <b>NAIC #</b> 24147 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL1712700497 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		MWZZ312024	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	Retro Date 1/1/2003					MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Professional Liability					PERSONAL & ADV INJURY \$ 100,000
	GENERAL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ Included
	OTHER \$1,000,000/\$3,000,000					Policy Aggregate \$ 5,000,000
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB					\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
A	Subject to \$25,000 SIR except CO					E.L. DISEASE - EA EMPLOYEE \$
	Subject to Policy Forms & Conditions					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Life Care Center of Orange Park, 2145 Kingsley Ave., Orange Park, FL 32073

### CERTIFICATE HOLDER

### CANCELLATION

Life Care Center of Orange Park 2145 Kingsley Ave Orange Park FL 32073	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
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## EXHIBIT B

### CONFIDENTIALITY UNDERSTANDING

By signing and dating this Confidentiality Understanding, the undersigned **STUDENT** indicates an understanding of, and agrees to be bound by, the applicable terms and conditions of the Educational Institution Affiliation Agreement between Life Care Center of Orange Park ("**FACILITY**"), and School Board of Clay County ("**EDUCATIONAL INSTITUTION**"). The **STUDENT** acknowledges that, as a material part of the consideration provided to **FACILITY** in exchange for **FACILITY** allowing the **STUDENT'S** clinical education at **FACILITY**, **STUDENT** agrees that any resident information acquired during the clinical education is confidential, and that the **STUDENT** shall maintain the confidentiality of and not disclose this information at all times, both during the clinical education and after it has ended. **STUDENT** further agrees to abide by the applicable rules and policies of **FACILITY** and program while at **FACILITY**. **STUDENT** understands that, in addition to other available remedies, **FACILITY** may immediately remove the **STUDENT** and terminate the **STUDENT'S** clinical education if, in the opinion of **FACILITY**, the **STUDENT** endangers a resident, breaches patient confidentiality, disrupts the operation of **FACILITY**, or refuses to comply with the requests of **FACILITY** or its supervisory staff.

**By signing this Confidentiality Understanding, I acknowledge notification of LCCA's Code of Conduct and Policy, Procedure and Information Regarding the Deficit Reduction Act of 2005, False Claims Act and Similar Laws, and agree to comply with all provisions thereof. These policies are available for review at: <http://lcca.com/contractors-and-agents/>.**

*I have read and understand this Confidentiality Understanding, and I agree to abide by its terms.*

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Student's Signature

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Date

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Student's Name (Print)

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Witness' Signature (*Parental Signature if Student is under 18 years old*)

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Date

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Witness (Print)





## EXHIBIT C

### **LIFE CARE CENTERS OF AMERICA, INC.'S DRUG AND ALCOHOL POLICY**

This policy extends to, and shall be complied with by, any student now or in the future undergoing clinical training at a facility managed by Life Care Centers of America, Inc. ("Company").

1. Purpose. Alcohol and drug abuse ranks as one of the major health problems in the United States. Company is committed to providing a safe working environment to protect its residents, employees and others; to provide the highest level of service; and to minimize the risk of accidents and injuries.

2. General Policy. Each student has a responsibility to Company and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. For these reasons, Company has adopted this policy.

3. Drug Use/Distribution/Impairment/Possession. All students are prohibited from manufacturing, distributing, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on Company property (including, but not limited to, parking areas and grounds), or while otherwise performing duties away from the location at which the student normally trains. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

Students are also prohibited from having any such illegal or unauthorized controlled substances in their systems while on duty, and from having excessive amounts of otherwise lawful controlled substances in their systems while on duty.

4. Alcohol Use, Possession, Impairment. All students are prohibited from distributing, dispensing, possessing, using or being impaired or intoxicated by alcohol while on duty. For the purpose of this policy, a student is presumed to be impaired, intoxicated, or under the influence of alcohol if a blood test or other scientifically acceptable testing procedure shows that the student has a level of at least .04% blood alcohol in his or her system at the time of testing.

5. Off-Duty Conduct. Off-duty manufacturing, distribution, dispensation or possession of illegal or unauthorized substances is prohibited. Off-duty use of illegal drugs, alcohol or other controlled substances which results in impaired performance, including, but not limited to, absenteeism, tardiness, poor training performance, or which can be expected to cause harm to Company's image or relationship with its employees, other students, or the public, is prohibited.

6. Prescription Drugs. The proper use of medication prescribed by a physician is not prohibited. Company, however, does prohibit the misuse of prescribed medication. It is the student's responsibility to determine from his or her physician whether a prescribed drug may affect



a drug test or impair training performance. A student should report to the applicable drug testing laboratory or medical review officer the use of prescription or nonprescription drugs, or any other relevant information, that may affect drug tests. A student using drugs at the direction of a physician should notify his or her facility supervisor (the Director of Nursing for nursing students or Rehabilitation Services Manager for therapy students) if these drugs may affect his or her training performance, such as by causing dizziness or drowsiness.

7. Notification of Impairment. It shall be the responsibility of each student to report promptly to his or her facility supervisor any observation or knowledge that another student or Company employee is in a condition that impairs that individual's performance, presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy.

8. Drug Testing. Company may conduct drug tests, which may include testing for alcohol, in the following circumstances:

a. Student Who Has Applied To Participate in Clinical Training. All students applying to participate in clinical training at Company may have their participation conditioned on the passage of a drug test. Refusal to submit to or a positive confirmed drug test will make a student ineligible to participate in clinical training.

b. Reasonable Suspicion. A student may be required to submit to testing whenever a reasonable suspicion exists that he or she has violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, or involvement in a workplace or vehicular accident indicating a possible error in judgment or negligence.

c. Post-Accident Testing. Students may be required to submit to drug testing when they are involved in on-duty accidents that result in injury or damage to property.

d. Random Testing. Company reserves the right to test students on a random basis as a means to ensure that all students are complying with this policy. This type of testing results in an equal probability that any student from a group of students subject to testing will be selected and does not give Company discretion to waive the selection of a student who it selects for testing pursuant to its selection mechanism.

9. Discipline and Other Corrective Measures. All students who test positive in a substance test, refuse to submit to testing, tamper with a test specimen, or otherwise violate this policy will be immediately dismissed from the training program.

10. Confidentiality. Company will make efforts to keep confidential all information received by Company through substance testing. Company, however, cannot guarantee the confidentiality of all testing information. Company will not keep testing information confidential when such information is needed by Company in the defense of legal action brought by the student, when the person tested consents to the release of such information through a written consent form, or when otherwise required by state or federal law.





11. Drug Convictions. Any student convicted of a drug violation must notify his or her facility supervisor within five (5) days of such conviction.

Company asks for the understanding and cooperation of all students in implementing this policy.

THIS POLICY SHOULD NOT BE CONSIDERED AS CONTRACTUAL IN NATURE. IT REPRESENTS THE COMPANY'S CURRENT STANDARDS FOR DEALING WITH A SERIOUS NATIONAL PROBLEM. THIS POLICY IS SUBJECT TO CHANGE BY COMPANY WITH OR WITHOUT NOTICE.

*I have read and understand this Drug and Alcohol Policy, and I agree to abide by its terms.*

*I consent to submit to urinalysis or other drug or alcohol test at any time as a condition of my initial or continued participation in the clinical experience at Facility. I authorize any laboratory or medical provider to release test results to Company. I release any legal claims I may have against Company, its officers, agents and associates for requiring tests and any adverse action taken as a result of tests or test results.*

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student's Name (*Print*)

\_\_\_\_\_  
Parental Signature  
(*if Student is under 18 years old*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parental Name (*Print*)

