

**Clinical Education Affiliation Agreement Between School Board of Clay
County and Laboratory Corporation of America Holdings**

THIS CLINICAL EDUCATION AFFILIATION AGREEMENT (this “Agreement”) entered into this ____ day of January, 2023 (the “Effective Date”), by and between The School Board of Clay County, Florida, (“School”), whose principal address is 900 Walnut Street, Green Cove Springs, Florida 32043, and Laboratory Corporation of America Holdings (“Facility”), with an address at: 5610 W. La Salle St., Tampa, FL 33607.

W I T N E S S E T H:

WHEREAS, School and Facility desire that the public interest be served by ensuring a continuing source of competent health care professionals; and

WHEREAS, School desires that School students (“Students”) enrolled in those certain health-related programs offered by School set forth on Exhibit A attached hereto obtain clinical experience at Facility Locations listed on Exhibit C. (hereinafter “Facility Locations”); and

WHEREAS, Facility is willing to provide the necessary Facility Locations for such relevant clinical experience for Students in School’s Program; and

WHEREAS, the parties acknowledge and agree that use of the term “Facility” throughout this Agreement shall apply only to such Facility as the

context may require. The term “Facility Locations” shall mean a facility listed on Exhibit C.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Program.

Subject to the terms of this Agreement, School and Facility agree that they each have the option, but not the obligation, of having Students participate in clinical training at Facility Locations, which training will be planned and implemented, with the assistance of Facility Location staff, by faculty members (“Faculty Members”) of Clay County Adult & Community Education’s Certified Phlebotomy Technician program (the “Program”) The number of Students to participate in the Program at any one time, and the schedule of hours for such Program shall be mutually agreed upon by the parties hereto throughout the term of this Agreement. School shall assign full-time faculty or other qualified instructors to participate in the Program, each of whom shall possess appropriate academic credentials and/or be appropriately certified, licensed or registered as required by law or regulations for their profession.

2. Responsibility for the Program.

(a) Clay County Adult & Community Education shall remain ultimately responsible for the educational content of the Program and for the control and supervision of Students and Faculty Members at Facility Locations. School shall designate Faculty Member(s) to be responsible for overseeing the coordination and implementation of the Program, to act as liaison with Facility Locations and to be available for scheduled conferences at reasonable times with applicable staff at Facility Locations to discuss the progress of the Program and/or any problems or issues that may arise.

(b) Facility Locations shall designate a staff member(s) to assist in coordinating the activities of the Program at Facility Locations, to act as liaison with School and to be available for scheduled conferences at reasonable times to discuss the progress of the Program and/or any problems or issues that may arise.

3. Responsibilities of School.

(a) School shall only assign Students to the Program who are in good standing with School, who possess a satisfactory record and who have met the minimum requirements established by School for the Program. School shall, upon request, provide Facility with information relevant to a Student's clinical affiliation

including, but not limited to, previous clinical experiences and special interests. School shall ensure that all Students have been screened for drugs prior to entry into the Program and will be subject to random screening throughout the Program. School shall further ensure that Students and Faculty Members comply with all background screening requirements as required by and applicable law and that such persons have been tested for communicable diseases prior to entry into the Program, including by not limited to a medical surveillance program including TB screen and pre-placement Hepatitis B vaccination offer and any declination as appropriate. If Student will have direct interaction with patients, placement will not be made unless the Student has a negative TB screen. Other medical surveillance requirements may apply and must be met prior to placement in some technical areas.

(b) School shall require Students and Faculty Members to become acquainted with Facility's rules, regulations, policies and procedures prior to participation in the Program or any activities at Facility Locations and shall require Students and Faculty Members to comply with such rules, regulations, policies and procedures, including policies relating to the confidentiality of patient records, in addition to School's own applicable policies and procedures. Facility shall assume the responsibility for informing School of any changes in its rules, regulations, policies or procedures.

(c) School shall maintain overall responsibility for the curriculum, instruction, academic evaluation and related academic matters concerning Students participating in the Program, including but not limited to ensuring that Students follow the guidelines of School for academic probation and suspension. School shall provide Facility Locations with such evaluation forms or other reports to be used by Facility Locations at School's reasonable request, to evaluate the progress of each Student. School shall be responsible for assigning all final course completion information for Students participating in the Program.

(d) School shall ensure that each Student, prior to participation in the Program, has on file with School any necessary health forms and that each Student has completed any necessary physical examinations or vaccinations that may be required by Facility or applicable law. School shall maintain records of training and medical surveillance available for review by Facility personnel and regulatory agencies.

(e) If requested by Facility, all Students and Faculty Members shall wear identification badges while at Facility Locations denoting their status with School. School and Student acknowledge that failure of Student to wear such identification badge may result in Student being denied access to Facility Locations.

(f) School shall require all Students and Faculty Members to be responsible for their own meals and other expenses while at Facility Locations.

(g) School acknowledges and agrees that Facility and Facility Locations shall not be responsible for any salaries, taxes, insurance or other costs of Students, Faculty Members or School's other employees or agents. School is responsible for its own debts, obligations, acts and omissions including, but not limited to, social security, health insurance, unemployment compensation, sickness and accident disability insurance, worker's compensation and the payment of all required withholding, social or other taxes and benefits of its Students, Faculty Members and other employees or agents, as applicable.

(h) School and all Students and Faculty Members shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations and policies of Facility and Facility Location's medical staff, regarding the confidentiality of any medical records or other patient information. School acknowledges that it along with its Students and Faculty Members are obligated to comply with the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Federal Privacy Regulations"). Accordingly, School shall instruct all Students and Faculty Members to protect the privacy of any

personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of performing their duties at Facility Locations. School agrees not to use or further disclose any PHI other than as permitted by HIPAA requirements and the terms of this Agreement. School will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

(i) School shall notify all Students and Faculty Members of their obligations pursuant to this Agreement prior to allowing such Students or Faculty Members to participate in the Program, and shall inform Students and Faculty Members that they must comply with the requirements of this Agreement. School shall be responsible for any breach of this Agreement by any Student or Faculty Member.

(j) School shall require all Students to execute the Informed Consent/Liability Waiver in the form attached hereto as Exhibit B, and School shall deliver copies of same to Facility prior to any such Student’s participation in the Program.

(k) School is expected to place Students who have successfully completed required Facility Compliance and Environment, Health and Safety (EHS) training provided by Facility before their arrival at a worksite. School is required to provide Facility with each Student’s full name, mailing address, phone number, and email,

training start date and end date. Such Student information shall be provided to Facility at least two (2) weeks prior to the Student training start date. Facility will utilize such information to provide the Student with access to Facility's training platform to complete certain training required by each Student. The training is individually tracked and the Certification form must be completed by each Student after completing the required training. School will require Student to print certification of training. A copy of the certification should be retained by the School and the Student should have a copy on the day they present at the worksite.

(l) School will designate a professional healthcare provider who will provide an immediate confidential medical evaluation for any Student involved in an exposure incident while at a Facility Location. Provider contact information must be provided to the Facility Locations. If Facility Locations do not have a provider's contact information, a Student with an exposure incident will be referred to a provider of Facility Location's choice and any costs for evaluation and services will be charged to School.

(m) School will perform an exclusion check on each Student using current demographic information and any aliases used by the Student in the previous six (6) years prior to Student being permitted to participate in the clinical instruction and training Program at Facility Locations. School will conduct the exclusion check using a FACIS Level 3 search criteria, including but not limited to:

1. United States General Services Administration, System for Award Management (SAM at www.sam.gov) which combines lists and data from federal procurement systems including but not limited to:

a. United States General Services Administration List of Parties Excluded from Federal Programs (“EPLS”);

b. United States Department of the Treasury, Office of Foreign Assets Control (“OFAC”) list of “Specially Designated Nationals” or “SDNs”; and

c. United States Department of Defense and affiliated agencies

2. United States Department of Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (“OIG Exclusion List” at www.oig.hhs.gov).

3. FDA Debarment List (Drug Products Application).

The background check will be funded by the enrolling individual.

4. Responsibilities of the Facility Locations.

(a) Facility Locations shall provide the facilities, equipment, and support personnel reasonably necessary for the conduct of the Program. Facility Locations shall provide Students with a means of entry to the necessary and applicable portions of the Facility Locations and such entry may be revoked at any time by

Facility or Facility Locations. Facility Locations shall only accept Students from the Program of School for the purpose of providing clinical training at the Facility Locations so long as such training does not interfere with the conduct of business at the Facility Locations.

(b) Facility Location's personnel shall provide direction of Students in the provision of direct patient care and other clinical activities related to the Program. Facility Locations shall remain ultimately responsible for the overall services to its patients and Facility Location personnel shall make all decisions regarding the performance of services to its patients. In the event of a difference of opinion concerning the services to a patient, the decision of Facility Location personnel shall control.

(c) Except to the extent that a Facility patient requests not to be drawn by a Student or denies receiving services from a Student Facility Location shall not substitute Students or Faculty Members for paid Facility Location staff for any purpose, function or task while Students or Faculty Members are participating in the Program at Facility Locations and no Student or Faculty Member shall be considered to be an employee or agent of Facility or Facility Location during the Program. . Furthermore, Facility may, at any time, require the withdrawal of a Student whose work or conduct, in Facility's opinion, is unsatisfactory or may have a detrimental effect on Facility clients and personnel and Facility reserves the right

to refuse to accept any Student previously discharged by Facility. Facility shall place signage at prominent locations at Facility Locations that clearly indicates that the Program is in place and that services may be performed by Students in the School Program.

(d) Any personnel of Facility Location who are providing any instruction during the Program shall possess appropriate academic credentials and/or be appropriately certified, licensed or registered as required by law or regulation for their profession.

(e) Facility Locations shall maintain the confidentiality of all Student records produced by it or furnished to it by School and shall not disclose information except as required by law or as required to perform its obligations to its residents or as School may request for its own use or as a Student may direct.

(f) Facility Locations shall notify School promptly of any situation or problem, which threatens a Student's successful completion of the Program, or of any inappropriate behavior or misconduct on the part of any Student or Faculty Member. Facility Locations will immediately notify School or Faculty Members of an injury to a Student for School or Faculty Members to manage medical evaluations and care.

(g) Facility Location reserves the right to remove, in its sole discretion, any Student or Faculty Member from the Program at any time who does not meet

Facility's professional or other standards or who does not comply with any Facility policies or procedures or those of any authority directing Facility, upon notice to and consultation with School; provided, that Facility Location shall be entitled to remove any such Student or Faculty Member from its facilities immediately if, in Facility Location's sole discretion, the situation so requires.

(h) Facility shall ensure that its Facility Locations and the operation thereof are in compliance with all applicable medical, state and local laws, rules, regulations and standards.

(i) Facility shall provide a copy of its current rules, regulations, policies or procedures pertaining to the Program to Students and Faculty Members.

Facility Locations may provide an on-site orientation for Students and Faculty Members to acquaint them with Facility Locations and such rules, regulations, policies or procedures.

(j) In addition to the background screening performed by School above, Facility may perform an exclusion check on each Student using current demographic information and any aliases used by the Student in the previous six (6) years prior to each Student being permitted to participate in the clinical instruction and training program at a Facility Location.

(k) By providing Students under this Agreement, School warrants and represents that it has conducted a criminal background check with respect to all

Students participating in the Program, and that, based on an individualized assessment, such criminal background check did not reveal information which indicates that any Student(s) is/are unsuitable to participate in the Program under this Agreement. Nothing in this Section shall be interpreted as authorizing or requiring School to perform any screening measure that violates applicable federal or state law.

5. Joint Responsibilities.

(a) Both parties shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and shall assure that they will not discriminate against any Student or Faculty Member as to any aspect of the Program because of race, color, creed, sex, age, religion, national origin, or sexual orientation.

(b) The parties shall meet as often as reasonably necessary to plan the schedule for the Program. The parties agree to use their best efforts to resolve any problems or issues that arise during the Program through discussion.

(c) Coordinate in ensuring any Student reporting an injury while at the worksite receives immediate medical evaluation and care.

(d) Ensure that individuals receiving services under this Agreement be advised that Students of the School may be rendering services as part of their

clinical experience. The parties agree that no individual is under any obligation to receive services from a Student and may request that the services be rendered by qualified Facility Location personnel.

6. Insurance, Indemnification and Warranty.

(a) School represents that it shall at times have in effect professional and general liability insurance, for itself, Students, Faculty Members and any other persons acting on its behalf pursuant to this Agreement with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Such insurance shall cover all causes of action, claims, demands, liabilities, losses, damages, judgments or expenses of every kind and nature, including without limitation, all costs and attorneys' fees hereafter required as a result of or arising out of any negligent acts or omissions of the School, Students, Faculty Members or School's employees and agents in connection with and pursuant to this Agreement. School warrants that it will keep such professional and general liability insurance in full force and effect to respond to any claims arising out of the actions or omissions of the School, its Students, Faculty Members, employees and agents during the term of this Agreement and for at least two years following the expiration or earlier termination of this Agreement. Evidence of this insurance shall be furnished by School to Facility upon request. School shall provide Facility with at least thirty (30) days prior written notice in

the event such insurance coverage is canceled or materially changed. Cancellation of such insurance without an adequate replacement policy shall be grounds for immediate termination of this Agreement by both parties.

(b) School shall provide evidence of workman's compensation insurance for all Faculty Members and any other employees who shall be on Facility Location premises pursuant to this Agreement. School is a government entity which is self-insured for workers compensation to the extent allowed by law.

(c) School shall indemnify and hold harmless Facility, Facility Locations, and their respective officers, directors, affiliates, agents and employees, from and against any and all claims, liabilities, losses, damages, costs, expenses and causes of action arising out of the negligent acts or omissions of School, Students and/or Faculty Members in connection with this Agreement. School is a political subdivision of the State of Florida. Notwithstanding any language in this Agreement to the contrary, nothing in this indemnification agreement shall be construed or interpreted to increase either the scope or dollar limit of the School's liability beyond that which is set forth in Fla. Stat. 768.28, or to otherwise waive School's sovereign immunity, or to require School to indemnify Facility Locations, any party to this Agreement or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or its agents, employees or participating Students. The

School shall not indemnify any party for attorney's fees or costs other than those court costs which are set forth by Florida Statutes or other Florida law as recoverable costs of court. This obligation shall survive termination of this Agreement.

(d) FACILITY WARRANTS TO SCHOOL THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED CLINICAL LABORATORY PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS. NO OTHER WARRANTIES ARE MADE BY FACILITY. IN NO EVENT SHALL FACILITY BE RESPONSIBLE FOR ANY PUNITIVE DAMAGES OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF SCHOOL OR OF ANY THIRD PARTY.

7. Term of Agreement.

(a) The term of this Agreement shall be for one year, commencing on the Effective Date, and shall be automatically renewed for successive one (1) year periods unless either party notifies the other of its intent not to renew within ninety (90) days prior to the expiration of any term.

(b) Notwithstanding anything to the contrary herein, either party may terminate this Agreement with or without cause at any time by giving thirty (30)

days written notice to the other party. In such cases of termination of this Agreement Students who are participating in training at the Facility Locations shall be allowed to continue said training until the end of the then current grading period.

(c) Notwithstanding anything to the contrary provided herein, Facility shall be entitled to terminate this Agreement with immediate effect if, in its sole discretion, it determines that the continuation of this Agreement endangers any of its personnel or patients visiting its Facility Locations.

(d) Subject to sections 4(g) and 7(c) hereof, in the event of any non-renewal or termination of this Agreement, Students then in the Program shall be allowed to complete the Program; provided, that in no event shall the Students' participation in the Program at Facility Locations extend beyond three (3) months from the date of termination hereof. In the event of such non-renewal or termination, no new Students will be allowed to enroll in the Program.

8. Use of Name.

Unless otherwise provided herein, neither party shall use the name of the other for any commercial promotion, advertising or marketing without the prior written consent of the other party. Furthermore, the parties agree to consult with each other and obtain written consent before issuing any press releases or

otherwise making any public statements with respect to the transactions contemplated herein.

9. Miscellaneous.

(a) This Agreement sets forth the entire Agreement and the understanding of the parties as to the matters contained herein. This Agreement shall not be modified or amended except in writing and signed by both parties. Any other document issued by School or Facility with respect to the subject matter of this Agreement shall be subject to and governed by the terms and conditions hereof and the terms and conditions of this Agreement shall supersede any conflicting, different, or additional terms and conditions of such other document whether or not they would materially alter this Agreement.

(b) Notwithstanding anything to the contrary provided herein, sections 3(h), 6, 7 and 8 shall survive the expiration or earlier termination of this Agreement.

(c) The parties expressly intend that as to this Agreement, the parties shall be independent contractors, have no relationship other than the one created by this Agreement, and that the parties shall not receive any benefits other than those expressly provided herein. This Agreement does not constitute a joint venture or partnership between the parties. Furthermore, this Agreement shall not be construed or deemed to create any rights or remedies of any person not a party

hereto. The parties expressly intend that no agent, servant, contractor or employee of one party shall be deemed an agent, servant, contractor, or employee of the other party.

(d) Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. No party may assign this Agreement without the prior written consent of the other party, the consent of which shall be given at that party's sole discretion.

(e) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate, or be construed to constitute, a waiver of any subsequent breach of the same, or any breach or violation of any other provision hereof. All remedies, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative.

(f) Any notices required or permitted under this Agreement shall be by certified mail return receipt requested or certified overnight courier at the addresses set forth on the first page of this Agreement, , and in the case of Facility, with a copy to: Laboratory Corporation of America Holdings, 531 S. Spring Street, Burlington, NC 27215, Attn: Law Department.

(g) This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Florida.

(h) Each party to this Agreement agrees to comply with all applicable federal, state and local laws, rules and regulations.

(i) If any provision of this Agreement is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the parties under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof; the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom

(j) The terms and conditions included in Exhibit B shall be incorporated into this Agreement. If there are any conflicts in the language provided in the Agreement and that of Exhibit B, then the language provided in Exhibit B shall prevail.

(k) Neither party shall be liable for any failure or inability to perform their respective obligations under this Agreement due to any cause beyond the reasonable control of the nonperforming party, including but not limited to acts of God, regulations or laws of any government or agency (including government or agency mandated restriction or redistribution of supplies and/or personal protective equipment (“PPE”)), acts of war or terrorism, acts of civil or military authority,

fires, floods, accidents, pandemics (including supply, PPE and labor shortages caused therefrom or as a result thereof), quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control (collectively, a “Force Majeure Event”). If a party’s non-performance under this section extends for fourteen (14) days or longer, the party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other party.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers, all on the day and year first set forth above.

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____
Name: Ashley Gilhousen
Title: Chair
Date: _____

LABORATORY CORPORATION OF AMERICA HOLDINGS

By: _____

Name: Christopher M. Bosler

Title: Senior Vice President

Date: _____

EXHIBIT A

Adult Education Program

List all the programs you wish to have a rotation in Facility Locations:

Certified Phlebotomy Technician.

EXHIBIT B

ADDENDUM TO CLINICAL EDUCATION AFFILIATION AGREEMENT

INFORMED CONSENT / LIABILITY WAIVER

As a student enrolled in a health-related program (“Program”) at Clay County Adult & Community Education/ The School Board of Clay County (“School”), I understand that the required clinical experience in a health care facility may expose me to environmental hazards and infectious diseases including, but not limited to Tuberculosis, Hepatitis B, and HIV (AIDS).

Neither School nor Laboratory Corporation of America Holdings (“Facility”) or any of its officers, directors, employees, affiliates, agents or other representatives (collectively, “Representatives”) assumes liability if a student is injured or exposed to infectious disease at Facility Locations during assigned clinical experiences. As a student, I understand that I am responsible for the cost of health care for any personal injury/illness that occurs during my education. *Students must purchase their own health insurance.*

Every Student is required to carry professional liability insurance while enrolled in clinical courses.

Each student also is responsible for adhering to the policies and procedures of the Program as well as the policies and procedures of Facility.

My signature on this form confirms that I understand and assume responsibility for the inherent risks involved in being a student in the Program at School and Facility Locations, and for adhering to the above policies.

Participant Printed Name: _____

Participant Signature: _____

ACKNOWLEDGED BY: _____ (School)

Name: _____

By: _____

Title: _____

EXHIBIT C

PHLEBOTOMY STUDENT WORK SITES

Labcorp
3 Shircliff Way, Suite 104
Jacksonville, FL 32204

Labcorp
5501 Roosevelt Blvd.
Jacksonville, Fl. 32244

Labcorp
1545 Brannan Field Road
Middleburg, Fl. 32068

Labcorp
6699 Gate Parkway
Jacksonville, Fl. 32256

Labcorp
6488 103rd Street
Jacksonville, Fl. 32244

Labcorp
9143 Philips Hwy. Ste. 495
Jacksonville, Fl. 32256

Labcorp
1563 Kingsley Ave. Ste. 102
Orange Park, Fl. 32073

Labcorp
2622 Dunn Ave., Suite 2
Jacksonville, Fl 32218

Labcorp
2545 Rivrside Ave., Suite 3
Jacksonville, Fl 32204