

CLINICAL EDUCATION AFFILIATION AGREEMENT

THIS CLINICAL EDUCATION AFFILIATION AGREEMENT (this “Agreement”) entered into this 12th day of October, 2016 (the “Effective Date”), by and between The School Board of Clay County, Florida, whose principal address is 900 Walnut Street, Green Cove Springs, Florida 32043 (“School”), and NF Windsor, LLC, d/b/a Windsor Health and Rehabilitation Center (“Facility”).

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;

WHEREAS, School desires that School students (“Students”) enrolled in those certain health-related programs offered by School to obtain clinical experience at Facility;

WHEREAS, Facility is willing to provide the necessary Facility for such clinical experience for Students; and

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, which training will be planned and implemented, with the assistance of Facility staff, by faculty members of School (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 (“Faculty Members”), 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) School shall remain ultimately responsible for the educational content of the Program and for the control and supervision of Students and Faculty Members. School shall designate a Faculty Member(s) to be responsible for overseeing the coordination and implementation of the Program, to act as liaison with Facility and to be available for scheduled conferences at reasonable times with applicable staff at Facility to discuss the progress of the Program and/or any problems or issues that may arise.

(b) Facility shall designate a staff member(s) to assist in coordinating the activities of the Program at Facility, 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 Facility and applicable law and that such persons have been tested for communicable diseases prior to entry into the Program.

(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 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. School shall provide Facility with such evaluation forms or other reports to be used by Facility, at School's reasonable request, to evaluate the progress of each Student. School shall be responsible for assigning all final grades 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.

(e) If requested by Facility, all Students and Faculty Members shall wear identification badges while at Facility denoting their status with School.

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

(g) School acknowledges and agrees that Facility 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'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. 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 instruct Students that they may only provide services to residents who acknowledge that a Student is providing them services. Students and the instructors at the Facility must specifically advise a resident that a student will be providing services and the resident must agree to such services before the student may provide the services.

(k) To ensure that any and all Students placed at Facility will have never been convicted of: (A) any offense related to the delivery of an item or service under Medicare, Medicaid, any private health care benefit program; (B) a criminal offense relating to neglect or abuse in connection with the delivery of a health care item or service; (C) fraud, theft, embezzlement, or other financial misconduct in the connection with the delivery of a health care item or service; (D) obstructing an investigation or any crime referred to in (A) to (C) above; and/or (D) unlawful manufacturing, distributing, prescribing, or dispensing of a controlled substance.

4. Responsibilities of the Facility.

(a) Facility shall provide the Facility, equipment, and support personnel reasonably necessary for the conduct of the Program.

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

(c) Facility shall not substitute Students or Faculty Members for paid Facility staff for any purpose, function or task while Students or Faculty Members are participating in the Program at Facility and no Student or Faculty Member shall be considered to be an employee or agent of Facility during the Program.

(d) Any personnel of Facility 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 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 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.

(g) Facility 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 shall be entitled to remove any such Student or Faculty Member from its Facility immediately if, in Facility's sole discretion, the situation so requires.

(h) Facility shall ensure that its Facility 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 may provide an orientation for Students and Faculty Members to acquaint them with Facility and such rules, regulations, policies or procedures.

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.

6. Insurance and Indemnification.

(a) School represents that it shall at times have in effect professional 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. 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 shall also maintain during the term of this Agreement and any renewal thereof general liability insurance with limits of one million dollars

(\$1,000,000) per occurrence. 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 liability 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 cancelled or materially changed. Cancellation of such insurance without an adequate replacement policy shall be grounds for immediate termination of this Agreement by the Facility.

(b) School shall provide evidence of workman's compensation insurance for all Faculty Members and any other employees who shall be on Facility premises pursuant to this Agreement.

(c) School shall indemnify and hold harmless Facility , 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 shall defend Facility against all claims, liabilities, losses, damages, costs, expenses or causes of action of any nature whatsoever which may result from such acts or omissions. 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, 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.

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 thirty (30) 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 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 residents.

(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 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.

(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 served personally or by certified mail return receipt requested at the addresses set forth on the first page of this Agreement.

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

(i) 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 here from.

(SIGNATURES FOLLOW)

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: _____
Title: _____
Date: _____

**THE FACILITY
NF Windsor, LLC, d/b/a Windsor Health and
Rehabilitation Center**

By: _____
Name: _____
Title: _____
Date: _____