

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made this 11 day of December, 2025, between **BAPTIST HEALTH SYSTEM, INC.**, a Florida not for profit corporation doing business as Baptist Health ("BHS") and **The School Board of Clay County, Florida** ("School").

RECITALS

WHEREAS, School has an established program in the field of Health Sciences ("Program") and desires to provide up to one hundred (100) students per year enrolled in the Program a clinical learning experience for the Certified Nursing Assistant field through the application of knowledge and skills in actual patient-centered treatment situations in a health-care setting;

WHEREAS, the Program allows bona fide students enrolled therein to obtain clinical learning experience as set forth in the curriculum of School;

WHEREAS, BHS operates certain healthcare facilities, more fully described in Exhibit A attached hereto (collectively, the "Facility" or "Facilities"), that are engaged in certain activities in which bona fide students, currently enrolled in the Program at School, if allowed to participate in patient care or research, can obtain clinical experience as set forth in the curriculum of School;

WHEREAS, BHS shall benefit by contributing to the educational preparation of future healthcare professionals; and

WHEREAS, both School and BHS, through its Facilities, wish to implement a coordinated educational program to establish, upgrade and maintain standards for proper training.

NOW, THEREFORE, in consideration of the terms and conditions and the representations and warranties herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall commence on December 11, 2025 and shall extend for a period of five (5) years thereafter. This Agreement shall automatically renew for subsequent five-year terms unless terminated by either party in accordance with the terms hereof. At the conclusion of each five-year term, this Agreement shall be reviewed by both parties, and new signatures will be required to confirm renewal and continued participation.

2. **Obligations and Responsibilities of School.** School shall:
- a. provide in a timely manner at the beginning of each training period, the names of the students to be assigned, the days and hours they will be assigned, and the services to which their assignment is desired;
 - b. provide faculty or staff members to coordinate responsibility for instruction and supervision of the students' learning experience;
 - c. provide a supervising faculty member to plan, in coordination with the Facilities, the assignment(s) that will be assumed by the students while participating in their clinical learning experience, conducted under the direction of the Facilities;
 - d. provide and maintain the personal records and reports necessary for evaluation of student progress in didactic courses;
 - e. ensure that students abide by all federal and state laws and regulations as well as all of the Facilities' rules and policies;
 - f. be responsible for health examinations and such other examinations and protective measures, as the Facilities may deem necessary. School shall ascertain acceptable health status for each student. This includes ensuring that each Student furnishes to the School prior to each non-consecutive rotation a complete copy of the following records (Students will not be allowed access to the Facility until all records have been received): (i) Tuberculin risk assessment, symptom screening and Interferon-Gamma Release Assay or Tuberculin Skin Test performed prior to the first day of the rotation or documentation as a previous positive reactor; (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR; (iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization; (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by the CDC). If the Program Participant declines the Influenza vaccination, he/she must comply at all times with Facility's Communicable Disease Protection policy; and, (v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated;
 - g. ensure that each Student obtains prior to each non-consecutive rotation, a drug test acceptable to BHS, including, at a minimum, substance testing for amphetamines, barbiturates, benzodiazepines, opiates, methadone, marijuana, and cocaine; and, a Student may be required to undergo additional testing upon reasonable suspicion that the Student has violated BHS' policies and after any incident that involves injury or property damage. BHS shall not bear the cost of any such tests. Should the testing disclose adverse information, BHS

shall have no obligation to accept the Student. To the extent any Student violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Student from participation in the Program.

- h. prohibit the publication by the students, faculty or staff members of any material relative to their clinical experience that has not been previously approved in writing for release for publication by BHS and the Facilities;
- i. not assign more students to a unit and/or instructor than indicated for each program as determined by BHS Learning and Development leadership;
- j. ensure that neither faculty members nor students shall participate as an expert witness or in liability actions involving BHS or the Facilities or their affiliated companies;
- k. ensure that each student obtains, prior to each non-consecutive rotation, a background acceptable to BHS, including, at a minimum, the following: Social Security Number verification, criminal background search (7 years or up to 5 criminal searches), violent sex offender and predator registry search, HHS/OIG list of excluded individuals, GSA list of parties excluded from federal programs, U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and applicable state exclusion list, if available;
- l. ensure that for Faculty who will be on site, School obtains the information set forth in subsection (k) above, as well as education verification (highest level), professional license verification, certifications and designations check, and professional disciplinary action search;
- m. provide to BHS an Attestation of Satisfactory Background Investigation in the form attached hereto as Exhibit B prior to each non-consecutive rotation. If the background check discloses adverse information about a Student or Faculty, School shall immediately remove the student or faculty member from the Program. School further agrees to an annual compliance audit of background checks, if requested by BHS, as permitted by law;
- n. maintain the insurance coverage required in this Agreement;

- o. designate a contact person other than the supervising faculty member to address concerns and/or problems that may arise which are unrelated to the supervision of students;
- p. ensure that each student signs a Confidentiality Agreement, a copy of which is attached hereto as Exhibit C, prior to participation in patient care at any Facility.
- q. ensure that each student completes and acknowledges the Compliance Review.
- r. maintain documentation of all required background checks, and compliance requirements, including those set forth in this subsection 2 herein, and provide such documentation to BHS for inspection upon request.
- s. ensure all participating Students have successfully completed basic first responder training (to include training for CPR, AED usage, and general first aid) before participating in any assignments or rotations with BHS.
- t. ensure all participating Students have returned a completed Statement of Responsibility, attached hereto as Exhibit D.

3. **Obligations and Responsibilities of BHS.** BHS shall ensure that the Facilities:

- a. share in the responsibility in the education, guidance and supervision of students in the Program through the cooperation and assistance of their staff and employees, with the faculty/employees of School;
- b. coordinate, with School and staff, the schedules and activities in such a manner as to prevent conflict of schedules in the planned learning experience;
- c. permit, upon request, the inspection of its facilities by agencies charged with the responsibility for accreditation of School; and
- d. provide the ultimate responsibility for patient care.

4. **General Conditions.**

- a. BHS and School agree that the Facilities, at any time, and in the sole discretion of the Facilities or at the direction of BHS, may require withdrawal of any faculty, employee or student from the Facilities premises whose further participation in the Program is not desirable, or whose behavior is disruptive or detrimental to BHS operations or

patients, upon written notice to the Designated School Administrator, as identified herein in Section 12.

- b. BHS and School agree that all faculty, employees and students under the Program shall remain agents, employees or students of School. School further agrees that it will be solely responsible for all salaries, taxes and insurance of its own personnel, agents, employees and students. School agrees to indemnify and hold harmless BHS and the Facilities from any and all loss or liability arising from School's failure with respect to payments, withholdings and benefits that are the responsibility of School.
- c. All students and faculty shall assume the responsibility for their own health care. In the event that a student or faculty member should become ill or suffer injury in the course of their activities, the Facilities agree to provide the necessary emergency medical care but the Facilities do not assume any financial liability for such care.
- d. BHS and School agree that executed copies of this Agreement shall be maintained by each party.
- e. School agrees that it will never act or represent that it is acting as an agent of BHS or the Facilities or incur any obligations on the part of BHS or the Facilities without first obtaining the express, written authority of BHS.
- f. Neither party shall discriminate on the basis of race, national origin, religion, creed, sex, age, or handicap either in the selection of students for participation in the Program or any aspect of training provided by the Facilities or School.
- g. In the event a student or faculty member is involved in an emergency involving blood or potentially infectious materials, the student or faculty member shall be referred to the Emergency Department at the appropriate Facility. The student or faculty member is responsible for all reasonable costs of post-exposure evaluation and follow-up incurred by the Facilities under 29 C.F.R. 1910.1030(f)(3).
- h. In the event that a medical malpractice claim or lawsuit is filed against BHS, a Facility and School, every effort will be made to coordinate the defense of said claim or lawsuit.

5. **Termination.**

- a. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.

- b. Upon termination, neither party shall have any further obligations hereunder, except that the obligation to indemnify shall survive termination.

6. Insurance.

- a. BHS shall, at its own expense, carry during the term of this Agreement, liability and professional malpractice insurance or funded self-insurance with a minimum limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. BHS shall, at the request of School, furnish a certificate of insurance evidencing the maintenance in full force of the required insurance. BHS shall provide the other party with thirty (30) days advance written notice of any material changes, termination or cancellation of their policy.
- b. School shall, at its own expense, carry the following types of insurance covering School, its faculty, students and agents enrolled in the Program during the term of this Agreement:
 - 1. Professional Liability Insurance in the minimum amounts of \$1,000,000 per claim and \$3,000,000 annual aggregate. Limits shall apply separately for each student. Policy shall name as insureds School, its faculty, employees and students. If a claims made policy, the retroactive date should not be later than the first date School entered into this Agreement with BHS. The policy shall include a waiver of subrogation in favor of BHS and the contractual exclusion shall be either deleted or modified. The deductible should not exceed \$5,000 or a higher amount approved by BHS. In the event that School changes insurance carriers, ceases the program or this contract is terminate, School shall purchase an extended reporting period endorsement for a term of no less than three (3) years.
 - 2. Worker's Compensation Insurance as required by the State of Florida. The policy shall include a waiver of subrogation in favor of BHS.
 - 3. Employers Liability in a minimum amount of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.
 - 4. Commercial General Liability with limits of \$1,000,000 each occurrence, \$2,000,000 annual aggregate written on a standard ISO occurrence form CG 00 01 01 96 or its equivalent providing Bodily Injury and Property Damage for Premises Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability.

5. Umbrella Liability with a minimum limit of \$5,000,000. Coverage shall not be more restrictive than the underlying policies.

All insurers must be authorized by a certificate of authority issued by the Department of Insurance of the State of Florida, have a minimum current A.M. Best rating of A- or better and be deemed reasonable by BHS.

Upon execution of this Agreement and within thirty (30) days of expiration annually for the term of this Agreement, School shall cause to be issued by such insurer or insurers a certificate of insurance reflecting such policies and coverages as outlined above. Such certificate shall reflect that the underlying policies have been endorsed to provide at least thirty (30) days prior written notice to BHS of the cancellation, non-renewal, reduction or material change of any such insurance coverage. Upon request by BHS, copies of the policies shall be provided. If School fails to maintain or provide the required proof of insurance, this Agreement shall terminate immediately upon written notice from BHS to School, or BHS, at its sole option, can purchase the required insurance and charge School accordingly.

7. **Indemnification.**

- a. To the extent permitted by law and without waiving any defenses, School shall indemnify, defend and hold harmless BHS and the Facilities, and their respective officers, directors, employees and agents from any and all claims, losses, lawsuits, demands, actions and judgments ("Claims") asserted by any person or persons for any willful misconduct, or breach of this Agreement by School, its faculty, employees, students or agents, including, but not limited to, any fines, awards, damages, expenses and reasonable legal fees that may be incurred in connection with such Claims. This provision shall survive termination of this Agreement. Nothing in this indemnification shall be construed as a waiver of sovereign immunity.
- b. BHS and the Facilities shall indemnify, defend and hold harmless School, its officers, directors, employees and agents from any and all claims, losses, lawsuits, demands, actions and judgments ("Claims") asserted by any person or persons for any negligent act, failure to act, willful misconduct, or breach of this Agreement by BHS or the Facilities, their respective employees or agents, including, but not limited to, any fines, awards, damages, expenses and reasonable legal fees that may be incurred in connection with such Claims. This provision shall survive termination of this Agreement.

8. **Compliance With Laws, Regulations, Rules and Standards.** School shall cause its students and faculty to perform all duties in a timely manner and in accordance with BHS's and the Facilities' rules, standards, policies, rules and regulations and to comply with all federal, state and local laws and regulations and standards of The Joint Commission as well as the ethics of

any appropriate professional association. School shall ensure that its students and faculty shall not engage in personal or professional conduct which, in the reasonable determination of BHS, does or may adversely affect the image or standing of BHS or the Facilities.

9. **Good-Standing Representation.** School represents that each student it approves to participate in the Program is in good standing with the School. School will not assign any Student to the Program who is not in good standing. School also represents and warrants that neither it nor its students or employees of the Program (i) have ever been convicted of, or indicted for, a crime related to health care or listed by a Federal Agency as debarred, excluded or otherwise ineligible for participation in a federally-funded health care program (or notified of such action); or (ii) have otherwise engaged in conduct for which a person can be so convicted, indicted or listed. School agrees not to employ any person in connection with any of the work to be performed under this Agreement who has been so convicted, indicted, listed or notified. School further agrees to notify BHS in the event of any such conviction, indictment listing or notification pertaining to it or any of its employees arising during the term of this Agreement or the three (3) year period following termination or expiration of this Agreement. Upon receipt of such notice by BHS, or if BHS otherwise becomes aware of such conviction, indictment, listing or notification, BHS shall have the right to terminate this Agreement immediately, if such Agreement is still in effect. School agrees to indemnify and hold harmless BHS from any and all loss or liability, including civil monetary penalties, reasonable attorney's fees and costs, arising from School's misrepresentation of the foregoing information or failure to provide notification required under this Section. This provision shall survive termination of this Agreement.

10. **Status of the Parties.** It is expressly agreed that in the performance of services under this Agreement, School and its employees shall at all times be independent contractors with respect to BHS. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement is intended to create a joint venture, partnership, association or other affiliation or like relationship between the parties. In no event shall either party be liable for debts or obligations of the other party, except as specifically provided for in this Agreement. Neither School nor its employees shall have any claim against BHS or the Facilities for vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health insurance, disability or unemployment insurance benefits or other employee benefits of any kind. School understands that its employees will not be treated as BHS or Facilities employees for federal tax purposes and that all liability for payments, withholdings and benefits remains with School. School agrees to indemnify and hold harmless BHS and the Facilities from any and all loss or liability arising from School's failure with respect to such payments, withholdings and benefits. This provision shall survive termination of this Agreement.

11. **Access to Books and Records.** Until the expiration of four (4) years after the furnishing of the services called for by this Agreement, School shall make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement, and all books, documents and records necessary to certify the nature and extent of the costs incurred by BHS or the Facilities in purchasing services under this Agreement. If School provides such services through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, the subcontract shall also contain a similar clause permitting access to the books and records of the related organization.

12. **Miscellaneous.**

- a. Neither party shall assign this Agreement or any of the rights or obligations hereunder without the prior written consent of the other party; provided, however, that BHS may assign its rights and obligations hereunder to any entity affiliated with BHS.
- b. This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Florida; provided, however, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state. Venue shall lie in Jacksonville, Duval County, Florida.
- c. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, whether oral or written, with respect to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a writing signed by both parties.
- d. Any notice required to be given hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt request, addressed to the parties at their respective addresses indicated below or at any address as may have been specified by either party.

If to BHS: Baptist Health System, Inc.
800 Prudential Drive
Jacksonville, Florida 32207
Attention: Angela Santora, System Student Coordinator

With a copy to: Baptist Health System, Inc.
841 Prudential Drive, Suite 1802
Jacksonville, Florida 32207
Attn: General Counsel

If to School: Clay County District Schools
2300 Kingsley Ave, Bldg 21
Orange Park, FL 32073
Attention: Kelly Mosley
("Designated School Administrator")

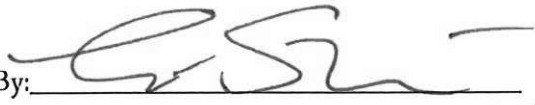
- e. No consent or waiver, express or implied, by a party hereto of any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be consent to or waiver of any other breach or default in the performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.
- f. If a dispute arises under this Agreement resulting in litigation, the losing party shall pay the prevailing party all costs of litigation, including a reasonable attorney's fee, pursuant to Florida law.
- g. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall, to the extent possible and without destroying the intent of this Agreement, be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision. There shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar as possible in terms to such illegal, invalid or unenforceable provision.
- h. Paragraph headings are included herein for reference only and shall not be considered in construction of any provision herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

BAPTIST HEALTH SYSTEM, INC.

By: Matt Zuino
Matt Zuino
Executive Vice President &
Chief Operating Officer
Date signed: 12/23/2025

SCHOOL

By: 

Its: Erin Skipper, Board Chair

Date signed: 12/11/2025

EXHIBIT A

FACILITIES AS OF NOVEMBER 2025

Baptist Medical Center Clay
1771 Baptist Clay Drive
Fleming Island, Florida 32003

EXHIBIT B

Attestation of Satisfactory Background Investigation

On behalf of _____ [School], I acknowledge and attest to Baptist Health System, Inc. ("BHS"), that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- ___ verifies the Subject's Social Security Number
- ___ does not reveal any criminal activity
- ___ confirms the individual is not on either the GSA or OIG exclusion lists
- ___ confirms the individual is not on a State exclusion list, if any
- ___ confirms the individual is not listed as a violent sexual offender
- ___ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designated Nationals
- ___ no other aspect of the investigation required by BHS reveals information of concern.

This attestation is provided in lieu of providing a copy of the background investigation.

Identified individual subject to Background Investigation:

Student Name: _____

Student Address: _____

Student Date of Birth: _____

Student Social Security Number: _____

School Signature

School Printed Name

Date

EXHIBIT C

CONFIDENTIALITY AGREEMENT
Baptist Health System

In exchange for the opportunity to participate in a clinical or non- clinical learning experience with Baptist Health System, Inc. and its subsidiaries (collectively, "BHS") at a BHS facility, I,

(printed name of participant)

agree not to disclose to any person outside of BHS, any confidential information relating to patients of BHS, the techniques used by BHS in its operations, or any other confidential or proprietary information about BHS which I may learn during my participation in the observation/clinical experience/non-clinical experience.

I acknowledge that such access is provided as a courtesy to me and at my own risk, and I hereby release BHS and its directors, officers, employees, and agents from any liability arising from such access.

I acknowledge that BHS has informed me that Florida and federal law prohibit me from using, disseminating, or disclosing any confidential patient information obtained from BHS or while on BHS's premises, unless I have obtained the patient's prior written authorization and informed BHS of my intent to use, disseminate, or disclose such confidential patient information prior to doing so.

I further acknowledge and understand that BHS is committed to providing a workplace and patient care environment free of harassment and any other offensive behavior, including, but not limited to, sexual harassment. I will, therefore, abide by this commitment by refraining from any harassing or offensive behavior while on BHS's premises.

NOTE: Witness must sign before returning this form to Baptist Health. Witness may be a friend, family member, student etc.

Signature of Participant

Date/Time

Signature of Witness

Witness Printed Name

Student Name:

(please print)

School Affiliation: (_____ County)

(please print)

School Advisor for internship or clinical experience:

(please print)

Name

Dept.

Office Phone No.

Dates of internship/clinical rotation

Location of internship/clinical rotation:

Entity/Hospital/Facility:

Clay, Nassau
(circle one)

Department: Rehab, Pharmacy, nursing, lab, etc.

EXHIBIT D

Statement of Responsibility

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ (“Hospital”), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by _____ (“School”) at Hospital, unless such injury or loss arises solely out of Hospital’s gross negligence or willful misconduct.

Signature of Program Participant

Date

Printed Name of Program Participant

Parent or Legal Guardian Signature
if Program Participant is under 18

Date