

EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT

This Educational Institution Affiliation Agreement ("Agreement") is by and between the School Board of Clay County ("Educational Institution") and Life Care Center of Orange Park ("Facility"), dated as of the ____ day of _____, 2023 ("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 in which it does business, 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 thirty (30) days 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 with thirty (30) days 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" attached hereto as Attachment A and a copy of the form "Life Care Centers of America, Inc.'s Drug and Alcohol Policy" attached hereto as Attachment B.

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 caregiver 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. Facility shall provide Educational Institution with thirty (30) days notice prior to any change in the coverage required herein.

4. 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.

5. Indemnification. Each party shall be responsible for any and all costs, damages, claims, liabilities or judgments which arise as a result of the negligence or intentional wrongdoing of its employees or other agents (collectively "Party"). Any costs, including reasonable attorney's fees, for damages, claims, liabilities or judgments incurred at anytime by one Party as a result of the other Party's negligence or intentional wrongdoing, or failure to perform any obligation undertaken or covenant made in this Agreement shall be paid for, or reimbursed by, the other Party. Notwithstanding any contrary contractual language contained in this Section or any other Section of this Agreement, nothing contained herein shall be construed or interpreted to increase the scope or dollar limit of tort liability of Educational Institution beyond that which is set forth in 768.28 Fla .Stat., or to serve as a waiver of the Educational Institution's sovereign immunity, or to require Educational Institution to indemnify Facility or any entity, corporation or person for losses caused by the negligence acts of any person, entity or corporation other than the negligence of the employees, agents or volunteers of the Educational Institution.

6. 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.

7. 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 32073-2860

If to Educational Institution:
School Board of Clay County
Attn: Chairman
900 Walnut Street
Green Cove Springs, FL 32043

with copy to LCCA:
Life Care Centers of America, Inc.
Attn: Legal Services
3570 Keith Street NW
Cleveland, TN 37312

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.

8. 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 in which Facility is located without regard to such state's conflict of law provisions.



i. Nothing in this Agreement shall be construed as creating any relationship between the parties other than as independent contractors. 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 at the 'About Life Care' section at www.Icca.com.

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: Darin Toney

Title: Executive Director

Date: _____

EDUCATIONAL INSTITUTION:

SCHOOL BOARD OF CLAY COUNTY

By: _____

Name: David Broskie

Title: Superintendent

Date: _____

By: _____

Name: Ashley Gilhousen

Title: Chairperson

Date: _____

