

CLINICAL EDUCATION AFFILIATION AGREEMENT

THIS CLINICAL EDUCATION AFFILIATION AGREEMENT (this "Agreement") is entered into this 13 day of September, 2021 (the "Effective Date"), by and between **The School Board of Lake County, Florida** whose principal address is 201 West Burleigh Boulevard, Tavares, Florida 32778 ("District"), and **The Lakes at Clermont Health and Rehabilitation Center** (the "Facility"), whose address is 1775 Hooks Street, Clermont, Fl 34711.

WITNESSETH:

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

WHEREAS, District desires that District students ("Students") enrolled in those certain health-related programs offered by District set forth on Exhibit A attached hereto obtain clinical experience at Facility; and

WHEREAS, Facility is willing to provide the necessary facilities for such clinical experience for Students.

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, District 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 District (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. District shall assign full-time faculty or other qualified instructors to participate in the Program ("Faculty Members"), each of whom shall possess appropriate academic credentials as reasonably determined by the District and/or be appropriately certified, licensed or registered as required by law or regulations for their profession.

2. Responsibility for the Program.

(a) District shall remain ultimately responsible for the educational content of the Program and for the control and supervision of Students and Faculty Members. District 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 District 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 District.

(a) District shall only assign Students to the Program who are in good standing with District, possess a satisfactory record and who have met the minimum requirements established by District for the Program. District 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. District shall ensure that all Students have been screened for

drugs prior to entry into the Program. District 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) District 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 District's own applicable policies and procedures. Facility shall assume the responsibility for informing District of any changes in its rules, regulations, policies or procedures.

(c) District shall maintain overall responsibility for the curriculum, instruction, academic evaluation and related academic matters concerning Students participating in the Program. District shall provide Facility with such evaluation forms or other reports to be used by Facility, at District's reasonable request, to evaluate the progress of each Student. District shall be responsible for assigning all final grades for Students participating in the Program.

(d) District shall ensure that each Student, prior to participation in the Program, has on file with District any necessary health forms and that each Student has completed any necessary physical examinations or vaccinations, such as TB chest x-rays or Mantoux test, 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 District.

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

(g) District acknowledges and agrees that Facility shall not be responsible for any salaries, taxes, insurance or other costs of Students, Faculty Members or District's other employees or agents. District 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) District 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. District 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 ("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, District will 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. District agrees not to use or further disclose any PHI other than as permitted by HIPAA requirements and the terms of this Agreement. District 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. District, Students (their parents or guardians if applicable) and Faculty Members shall sign the Confidentiality Non-Disclosure Agreement in the form attached (Exhibit B), and District shall deliver copies of same to Facility prior to commencement of the Program. District shall ensure that Faculty Members and Students abide by same.

(i) District 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. District shall be responsible for any breach of this Agreement by any Student or Faculty Member. District shall further ensure that any and all parental consents necessary for Student's participation in the Program and compliance with this Agreement are obtained.

(j) District, Students and Faculty Members shall comply with the Compliance with Laws (Exhibit C) attached hereto and incorporated into this Agreement by reference. District, Students and Faculty Members shall each be referred to as "Contractor" in Exhibit C attached hereto.

4. Responsibilities of the Facility.

(a) Facility shall provide the facilities, 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.

(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 acknowledges that student records are protected by FERPA and accordingly shall maintain the confidentiality of all Student records produced by it or furnished to it by District and shall not disclose information except as required by law or as required and permitted by law to perform its obligations to its residents or as District may request for its own use or as a Student (or if applicable, student's parent or guardian) may direct.

(f) Facility shall notify District 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 Facility 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 District; provided, that Facility shall be entitled to remove any such Student or Faculty Member from its facilities immediately if, in Facility's sole discretion, the situation so requires.

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

(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 and its compliance program.

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) District 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 and three million dollars (\$3,000,000) 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 District, Students, Faculty Members or District's

employees and agents in connection with and pursuant to this Agreement. District 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 and three million dollars (\$3,000,000) in the aggregate. District 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 District, 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 District to Facility upon request. Such policies should also specifically name the Facility as an additional insured. District 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) District shall provide evidence upon request of workman's compensation insurance for all Faculty Members and any other employees who shall be on Facility premises pursuant to this Agreement.

(c) To the extent permitted by law, District shall indemnify and hold harmless Facility and its 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 acts or omissions of District, Students and/or Faculty Members in connection with this Agreement. District shall pay claims, liabilities, losses, damages, costs, expenses (including reasonable attorney fees) or causes of action of any nature whatsoever which may result from such acts or omissions. This obligation shall survive termination of this Agreement.

(d) District in no way waives its sovereign immunity authorized by Florida Statutes § 768.28.

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.

(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, Facility shall make reasonable efforts to allow Students then in the Program 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 or by overnight courier 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.

(h) The parties hereby agree to submit any suit, action or proceeding arising out of or relating to the Agreement to the exclusive jurisdiction of the United States District Court for the Middle District of Florida or if jurisdiction is not available therein, to the jurisdiction of any state court in the State of Florida, and waive any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including, without limitation, any argument that jurisdiction, sites and/or venue are inconvenient or otherwise improper.

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

(j) 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.

(k) Public Records Retention

A. IF THE FACILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FACILITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,

CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS AT 352-253-6513, ChallengerN@lake.k12.fl.us, 201 West Burleigh Boulevard, Tavares, FL 32778.

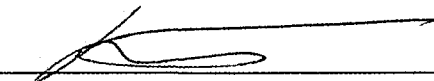
- B.** FACILITY shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes, and will:
- (i)** Keep and maintain public records required by DISTRICT to perform the service.
 - (ii)** Upon request from the DISTRICT's custodian of public records, FACILITY shall provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (iii)** FACILITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the FACILITY does not transfer the records to the DISTRICT.
 - (iv)** Upon completion of this Agreement, FACILITY shall transfer, at no cost, to the DISTRICT all public records in possession of the FACILITY or keep and maintain public records required by the DISTRICT to perform the service. If the FACILITY transfers all public records to the DISTRICT upon completion of the contract, the FACILITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FACILITY keeps and maintains public records upon completion of the contract, the FACILITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT by FACILITY, upon request from the DISTRICT's custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.
 - (v)** The failure of the FACILITY to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination of this Agreement, with no penalty to the DISTRICT.

(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 DISTRICT

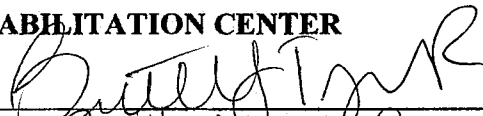
**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA:**

By: 
Name: William J. Mathias, Chairperson

Date: 9-13-2021

THE FACILITY

**THE LAKES AT CLERMONT HEALTH AND
REHABILITATION CENTER**

By: 
Name: Britney Tyler
Title: Executive Director

Date: 10/5/2021

EXHIBIT A

DISTRICT HEALTHCARE PROGRAMS

List all the programs you wish to have a rotation in our facilities:

1. East Ridge High School, 13322 Excalibur Rd., Clermont, FL 34711
2. Eustis High School, 1300 E. Washington Ave., Eustis, FL 32726
3. Lake Minneola High School, 101 N. Hancock Rd., Minneola, FL 34715
4. Leesburg High School, 1401 Yellow Jacket Way, Leesburg, FL 34748
5. Mount Dora High School, 700 N. Highland St., Mt. Dora, FL 32757
6. South Lake High School, 15600 Silver Eagle Rd., Groveland, FL 34736
7. Tavares High School, 603 N. New Hampshire Ave., Tavares, FL 32778
8. Umatilla High School, 320 N. Trowell Ave., Umatilla, FL 32784

Exhibit B

Confidentiality & Non-Disclosure Agreement

I agree that any information disclosed to me by The Lakes at Clermont Health and Rehabilitation Center or any of its or such facility's affiliates, parent companies, subsidiaries, directors, officers, successors, assigns, agents and employees (hereinafter collectively referred to as the "Company"), or any information concerning the Company or its customers or patients discovered by me in connection with or in the course of my employment or internship or supervision of an internship with the Company, will be considered proprietary and confidential, including all such information relating to the Company's past, present, or future business activities, research, product design or development, personnel, customers, patients and business opportunities.

Confidential information shall not include information previously known to me, the general public, or previously recognized as standard practice in the field.

I agree that I will hold all confidential and proprietary information including, without limitation, Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 as amended, in confidence and will not use such information except as may be authorized by the Company and will prevent its unauthorized dissemination. I acknowledge that unauthorized disclosure could cause significant injury to the Company. I agree that upon request, I will return all written or descriptive matter, including, but not limited to: trade secrets, strategic plans, investments, financial information, operations, medical records, acquisition information, marketing plans, partnerships, technological data, technological prototypes, computer generated information or software, compensation, other proprietary information and supporting documents to the Company.

I further acknowledge and agree that any breach of this agreement would cause irreparable harm to Company for which damages are not an adequate remedy and that Company shall therefore be entitled to equitable relief in addition to all other remedies available at law.

This Agreement is governed by the internal laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. In any dispute or legal action regarding the subject matter of this Agreement, each party shall pay its own fees, including attorneys' fees, and costs relating to any material proceedings.

Accepted and agreed to by:

Signature: _____

Printed Name of Student/Facility Member: _____

Signature of Parent/Guardian, if applicable: _____

Parent/Guardian Printed Name: _____

Date: _____

Witness: _____

Date: _____

Witness Name: _____

EXHIBIT C

1. Contractor shall comply with all laws and regulations that are applicable to its business and to its relationship with Facility. This expectation includes federal and state antitrust laws, and state statutes regarding the confidentiality of resident records, to the extent any or all of these laws are applicable to Contractor.
2. Contractor acknowledges it is aware that Facility has established a compliance program designed to promote compliance by the Facility and its employees, vendors, contractors, and agents including Contractor, with the requirements of Medicare, Medicaid and other federal and state programs. Contractor and its employees, contractors, agents, or representatives entering the Facility agree to abide by Facility's compliance program and agree to immediately report to Facility's Administrator any violations or suspected violations of Facility's compliance program and/or of laws governing Medicare, Medicaid and other state and federal programs. Reports may be submitted, on an anonymous basis if so desired, to Facility's Fraud and Abuse hotline at:

1-877-CARE 301

1-877-227-3301

Contractor further agrees to receive training with respect to the Facility compliance program that Facility may require, from time to time, for those employees, contractors, agents, or representatives providing services at the Facility.

3. Both parties agree to comply with all applicable Federal, State, and local laws prohibiting discrimination against persons on account of race, ethnicity, national origin, sex, color, age, religion, military or veteran status, disability, handicap, genetic information, or any other characteristic protected under applicable law.
4. As required by 42 U.S.C 1320a-7b(b), nothing in this Agreement shall be construed as an offer or payment by one party to the other party (or any affiliate of the other party) of any remuneration, directly or indirectly, overtly or covertly, explicitly or implicitly, for the referral of a patient, resident or other individual, or for recommending or arranging for the purchase, lease or order of any item of service for which payment may be made in whole or in part by Medicare, Medicaid, or other federal health care program.
5. Contractor represents and warrants that Contractor and all individuals who are assigned by Contractor to train at or enter the Facility shall meet the following qualifications at all times:
 - a. Have had and passed a criminal background check conducted in accordance with State law if required by law.