

**CLINICAL STUDENT AGREEMENT
FOR HEALTH OCCUPATIONS PROGRAM**

THIS AGREEMENT is made as of the 10th day of June in the year 2019, between The School Board of Lake County, Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (hereinafter referred to as the "School Board"), and Allegro Management Company, whose address is 212 South Central Avenue, Suite 301, St. Louis, Missouri 63105, doing business as Osprey Lodge (hereinafter referred to as "Osprey").

WITNESSETH:

WHEREAS, the School Board administers a program through Leesburg High School, Tavares High School, Umatilla High School (the "Schools") wherein students are involved in a health occupation program (the "Program"); and

WHEREAS, the Program requires supervised student learning experiences in a nursing environment; and

WHEREAS, Osprey owns and operates a skilled assisted living facility (the "Facility" or "Facilities") at 1761 Nightingale Lane, Tavares, Florida 32778; and

WHEREAS, Osprey is, as a service to Lake County Community, willing to allow the Schools' students access to its Facilities to facilitate student training.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. RECITALS INCORPORATED

The above recitals are true and correct and are incorporated into and become a part of this Agreement.

II. PARTICIPATING SCHOOLS

The participating Schools in this Agreement are:

Leesburg High School, 1401 Yellow Jacket Way, Leesburg, Florida 34748
Tavares High School, 603 N. New Hampshire Avenue, Tavares, Florida 32778
Umatilla High School, 320 N. Trowell Avenue, Umatilla, Florida 32784

III. GENERAL PROVISIONS

- A. Osprey agrees to allow students from the Schools to access the Facilities for supervised learning experiences in the care of patients in accordance with the provisions set forth in this Agreement.
- B. The Parties agree that the education of the students shall be the primary purpose of the training program.
- C. The School Board assumes full responsibility for the education of its students.

- D. The School Board shall, through the faculty of the Schools, assume responsibility for selecting learning experiences for the students with the assistance and cooperation of Osprey personnel.
- E. The School Board agrees to comply with established policies of Osprey and will require each faculty member and student to become acquainted with all pertinent Osprey rules, regulations, and current policies affecting Osprey, its staff, and its patients. Osprey shall be responsible for providing such rules, regulations, and policies to the faculty and/or students.
- F. Osprey shall assist in the educational process through the cooperation and assistance of Osprey personnel that are provided to the faculty.

IV. SCHOOL BOARD RESPONSIBILITIES

- A. The School Board shall ensure that the standards recommended in Osprey's rules and regulations are consistent with the appropriate accrediting or program approval agency.
- B. The School Board shall employ qualified faculty who shall be responsible for determining philosophy and objectives, developing the curriculum and maintaining a high quality instructional program. Such faculty shall be responsible for:
 - 1. Selecting patient assignments and/or specific experience areas in cooperation with the Osprey personnel;
 - 2. Planning for concurrent related instruction (informal and formal classroom) as needed to meet the objectives of the program. This instruction will be scheduled during the regular school day, as well as during the evening or night as competencies require;
 - 3. Supervising students;
 - 4. Maintaining individual records of class and clinical instruction;
 - 5. Evaluating student competence; and
 - 6. Explaining to Osprey personnel the roles of the student within the specific occupation.
- C. The School Board shall provide Osprey with proof of current licensure of the school and proof of current credentials of the Schools' faculty participating in the program, upon request.
- D. The School Board shall maintain health records of all students participating in the clinical activities and provide to the Facility upon request. At no time will any student with a known infectious condition be assigned to a practical experience area of the Facility.
- E. School Board shall screen its clinical students for the following:
 - 1. Tuberculosis (TB): screening by Mantoux PPD skin test. If a student has a positive test or history, they must provide proof of a chest x-ray taken after the positive test and be screened for signs and symptoms of tuberculosis.
 - 2. Rubella and Rubeola: Proof of immunity by documentation of vaccine or titer.

- F. School Board shall obtain and provide to Osprey, upon request, each student and faculty's history and status of the following immunizations:
 - 1. Tetanus: Booster vaccine recommended every 10 years.
 - 2. Chicken Pox: History of disease or titer. If history and titer are negative, student may consider varicella vaccine. Students who are not immune and sustain an exposure to chicken pox will be restricted to non-patient contact during the incubation period.
 - 3. Hepatitis B: Vaccination is strongly recommended.
- G. School Board shall provide Osprey with proof of criminal background check on all clinical students. The check must have been conducted within the last 12 months in the State of Florida establishing that the student has no criminal charges currently pending and has not been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, a felony or any crime involving moral turpitude.

V. OSPREY RESPONSIBILITIES

- A. Osprey shall allow the Schools' student and faculty access to its Facilities, equipment, and clinical services for planned learning experience in the program curriculum.
- B. Osprey shall provide classroom space with adequate lighting and ventilation for faculty and student use and shall provide a telephone located conveniently for faculty use.
- C. Osprey shall share and assist in the responsibility for the guidance of students particularly in any restricted area.
- D. Osprey shall include members of the Schools' faculty in Osprey staff meetings when policies to be discussed will affect or are related to Schools' programs.
- E. Osprey shall provide faculty and students with emergency medical care in case of illness or accidents incurred while on duty. Necessary care or service to be charged to individual s receiving service at current rates.
- F. Osprey will not hold the School Board responsible for the replacement of any broken equipment that is damaged during its normal use.
- G. Osprey shall ensure that a member of the nursing staff is assigned to all parties assigned to students. These rules apply to all areas of Osprey Facilities, including the OR, Post Anesthesia, Ambulatory Care Unit, X-Ray, Respiratory Therapy, Physical Therapy Central Supply, Dietary, and Emergency Department.
- H. Osprey shall retain accountability for the quality of nursing practice.
- I. Privacy and Confidentiality
 - 1. Osprey shall, in cooperation with School Board, provide students with an orientation familiarizing them with all Osprey Lodge policies, including those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of

1996 (“HIPAA”), which govern the use and/or disclosure of individually identifiable health information. School Board shall assure that each student and faculty member agree to adhere to all applicable HIPAA regulations while at or away from Osprey.

2. In addition, the students and School Board faculty members may encounter exposure to confidential and proprietary information that is privy to Osprey while engaged in the program, therefore, Osprey may require each student and any School Board faculty member to sign a Protected Health Information, Confidentiality, and/or Security Agreement. Each original will be kept in Osprey’s records, and students, School Board faculty members, and School Board shall be entitled to a copy.

VI. HEALTH OCCUPATIONS PROGRAM POLICIES

- A. The parties understand that the health occupations program shall consist of approximately 8 hours per week of classroom instruction, laboratory practice, and clinical experience in select learning situations in hospitals and other health care agencies.
- B. The Schools’ faculty shall determine the division and arrangement of time to include the theoretical and clinical learning experiences based upon the needs of the students for specific learning experiences to meet objectives of the Program.
- C. If the Schools’ faculty deems it desirable for students to have experience on hours outside of the regular school day, then the faculty shall plan such hours in cooperation and agreement with the Osprey’s nursing administration.

VII. REQUEST FOR WITHDRAWAL OF STUDENT

- A. Osprey may request the Schools to withdraw any student from Osprey whose conduct or work with patients or personnel is not, in the opinion of the Osprey’s Administration, in accordance with the acceptable standards of performance.
- B. The Schools may at any time withdraw a student whose progress, conduct, or work does not meet the standards of the Schools for continuation of the Program.
- C. Final action on the student is the responsibility of the Schools and/or School Board.

VIII. AMENDMENT

The Parties agree that this Agreement may only be modified by written agreement of the Parties, signed by both parties, and that such amendments shall become part of all official copies of this Agreement.

IX. TERM AND TERMINATION

- A. This Agreement shall commence upon execution and shall remain in effect until June 30, 2022.
- B. Either Party may terminate this Agreement, with or without cause, by providing the other Party with written notice of termination no less than ninety (90) days prior to the proposed date of termination, provided that if the School Board is not in default at the time of termination, then Osprey shall allow those students currently enrolled in the Program to complete the course.

X. COPIES OF THIS AGREEMENT

The Parties agree that copies of this Agreement shall be placed on file and be available to the Florida State Board of Nursing and the State Department of Education.

XI. NOTICES

- A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

OSPREY LODGE:

Executive Director Michael Hurwitz
Osprey Lodge
1761 Nightingale Lane
Tavares, Florida 32778

With a copy to:

Vice President Operations Jenny Phillips
Allegro Management Company
212 S. Central Avenue, Suite 301
St. Louis, Missouri 63105

SCHOOL BOARD:

Superintendent
Lake County Schools
201 W. Burleigh Boulevard
Tavares, Florida 32778

With copies to:

Principal, Leesburg High School, 1401 Yellow Jacket Way, Leesburg, Florida 34748
Principal, Tavares High School, 603 N. New Hampshire Avenue, Tavares, Florida 32778
Principal, Umatilla High School, 320 N. Trowell Avenue, Umatilla, Florida 32784

- B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark or if sent by overnight letter, the date the notice was picked up by overnight letter.
- C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

XII. INDEMNIFICATION

Osprey shall indemnify School Board and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any failure of performance of Osprey under this Agreement; or the negligence of Osprey in the performance of its duties under this Agreement, or any act or omission on the part of Osprey its agents, employees, or servants. Osprey shall defend, indemnify, and save harmless the School Board or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorneys' fees, and from all damages to which the School Board or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of Osprey's duties under this Agreement, or through the negligence of Osprey in the performance of its duties under this Agreement, or through any act or omission on the part of Osprey its agents, employees, or servants. Osprey shall provide such indemnity regardless of the negligence or other culpability of the School Board, excluding only those circumstances where the School Board is solely negligent.

XIII. BACKGROUND INVESTIGATIONS

Osprey represents and warrants to the School Board that Osprey has read and is familiar with Florida Statute Sections 1012.315, 1012.32, 1012.465, 1012.467 and 102.468 regarding background investigations. Osprey covenants to comply with all requirements of the above-cited statutes and shall provide the School Board with proof of compliance upon request. Osprey agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from Osprey's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.315, 1012.32, 1012.465, 1012.467 and 102.468.

XIV. PUBLIC RECORDS RETENTION

A. IF OSPREY 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 SCHOOL BOARD CUSTODIAN OF PUBLIC RECORDS AT 352-253-6513, ChallengerN@lake.k12.fl.us, 201 West Burleigh Boulevard, Tavares, FL 32778.

- B.** Osprey shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes, and will:
- (i) Keep and maintain public records required by School Board to perform the service.
 - (ii) Upon request from the School Board's custodian of public records, Osprey shall provide the School Board 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) Osprey 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 Osprey does not transfer the records to the School Board.
 - (iv) Upon completion of this Agreement, Osprey shall transfer, at no cost, to the School Board all public records in possession of Osprey or keep and maintain public records required by

the School Board to perform the service. If Osprey transfers all public records to the School Board upon completion of the contract, Osprey shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Osprey keeps and maintains public records upon completion of the contract, the Osprey shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board by Osprey, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

- (v) The failure of the Osprey 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 School Board.

XV. MISCELLANEOUS PROVISIONS

- A. Independent Contractor Relationship:** The Parties understand and agree that the relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither Party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.
- B. No Third-Party Beneficiaries:** This Agreement neither gives any benefit nor confers any rights upon anyone other than the Osprey and the School Board.
- C. Insurance:** Each Party shall ensure that it carries appropriate insurance to protect its own interests and cover the activities contemplated herein including Worker's Compensation coverage as required by law.
- D. Authority of Signatories:** The persons signing this Agreement certify that they are legally authorized to execute agreements on behalf of the respected Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

By: Sandy Gamble
Sandy Gamble, Chairperson

Date: 6-10-19

Attest: Diane S. Kornegas
Diane S. Kornegas, Superintendent

Approved as to form:

[Signature]
School Board Attorney

“OSPREY”

**ALLEGRO MANAGEMENT COMPANY d/b/a
OSPREY LODGE**

By: 

Its: EXECUTIVE DIRECTOR

Date: JULY 5, 2019