

**CLINICAL STUDENT AGREEMENT  
FOR HEALTH OCCUPATIONS PROGRAM**

THIS AGREEMENT is made as of the 10<sup>th</sup> day of January, 2022, between The School Board of Lake County, Florida, whose address is 201 West Burlingh Boulevard, Tavares, Florida 32778 (hereinafter referred to as the "School Board"), and Benton House of Clermont, whose address is 25 Newnan Lakes Blvd. Newnan, GA (hereinafter referred to as "Benton House").

**WITNESSETH:**

**WHEREAS**, the SCHOOL BOARD administers a program through East Ridge High School, Lake Minneola High School, Leesburg High School, South Lake High School and Tavares 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**, BENTON HOUSE owns and operates a Assisted Living Facility located in the same general vicinity to the Schools; and

**WHEREAS**, BENTON HOUSE 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:

East Ridge High School, 13322 Excalibur Rd., Clermont, FL 34711  
Lake Minneola High School, 101 N. Hancock Rd., Minneola, FL 34715  
Leesburg High School, 1401 Yellow Jacket Way, Leesburg, FL 34748  
South Lake High School, 15600 Silver Eagle Rd., Groveland, FL 34736  
Tavares High School, 603 N. New Hampshire Ave., Tavares, FL 32778

**III. GENERAL PROVISIONS**

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

#### **IV. SCHOOL BOARD RESPONSIBILITIES**

- A. The SCHOOL BOARD shall ensure that the standards recommended in BENTON HOUSE'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 BENTON HOUSE 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 BENTON HOUSE personnel the roles of the student within the specific occupation.
- C. The SCHOOL BOARD shall provide BENTON HOUSE 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 BENTON HOUSE, 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.
  4. COVID 19: Vaccination required or religious/medical exemption provided to BENTON HOUSE.
- G. School Board shall provide BENTON HOUSE 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. BENTON HOUSE RESPONSIBILITIES**

- A. BENTON HOUSE shall allow the Schools' student and faculty access to its Facilities, equipment, and clinical services for planned learning experience in the program curriculum.
- B. BENTON HOUSE 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. BENTON HOUSE shall share and assist in the responsibility for the guidance of students particularly in any restricted area.
- D. BENTON HOUSE shall include members of the Schools' faculty in BENTON HOUSE staff meetings when policies to be discussed will affect or are related to Schools' programs.
- E. BENTON HOUSE 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. BENTON HOUSE will not hold the School Board responsible for the replacement of any broken equipment that is damaged during its normal use.
- G. BENTON HOUSE shall ensure that a member of the nursing staff is assigned to all parties assigned to students. These rules apply to all areas of BENTON HOUSE Facilities, including the OR, Post



Anesthesia, Ambulatory Care Unit, X-Ray, Respiratory Therapy, Physical Therapy Central Supply, Dietary, and Emergency Department.

H. BENTON HOUSE shall retain accountability for the quality of nursing practice.

I. Privacy and Confidentiality

1. BENTON HOUSE shall, in cooperation with School Board, provide students with an orientation familiarizing them with all BENTON HOUSE 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 BENTON HOUSE.
2. In addition, the students and School Board faculty members may encounter exposure to confidential and proprietary information that is privy to BENTON HOUSE while engaged in the program, therefore, BENTON HOUSE 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 BENTON HOUSE'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 BENTON HOUSE's nursing administration.

## **VII. REQUEST FOR WITHDRAWAL OF STUDENT**

- A. BENTON HOUSE may request the Schools to withdraw any student from BENTON HOUSE whose conduct or work with patients or personnel is not, in the opinion of the BENTON HOUSE'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 JANUARY 31, 2023.
- 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 (30) days prior to the proposed date of termination, provided that if the School Board is not in default at the time of termination, then BENTON HOUSE 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:

**BENTON HOUSE OF CLERMONT:**

Regional Director, Gina Licwinko  
Benton House of Clermont  
1165 Good Hearth Blvd.  
Clermont, FL 34711

**SCHOOL BOARD:**

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

With copies to:

School Principals  
Stephen W. Johnson, PLLC

- 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**

BENTON HOUSE 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 BENTON HOUSE under this Agreement; or the negligence of BENTON HOUSE in the performance of its duties under this Agreement, or any act or omission on the part of BENTON HOUSE its agents, employees, or servants. BENTON HOUSE 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 BENTON HOUSE's duties under this Agreement, or through the negligence of BENTON HOUSE in the performance of its duties under this Agreement, or through any act or omission on the part of BENTON HOUSE its agents, employees, or servants. BENTON HOUSE 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**

BENTON HOUSE represents and warrants to the School Board that BENTON HOUSE has read and is familiar with Florida Statute Sections 1012.315, 1012.32, 1012.465, 1012.467 and 102.468 regarding background investigations. BENTON HOUSE covenants to comply with all requirements of the above-cited statutes and shall provide the School Board with proof of compliance upon request. BENTON HOUSE 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 BENTON HOUSE'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 BENTON HOUSE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSISTED LIVING 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](mailto:ChallengerN@lake.k12.fl.us), 201 West Burleigh Boulevard, Tavares, FL 32778.**
- B. CONTRACTOR 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, CONTRACTOR 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) CONTRACTOR 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 CONTRACTOR does not transfer the records to the School Board.
- (iv) Upon completion of this Agreement, CONTRACTOR shall transfer, at no cost, to the School Board all public records in possession of or keep and maintain public records required by the School Board to perform the service. If CONTRACTOR transfers all public records to the School Board upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board by CONTRACTOR, 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 CONTRACTOR 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 BENTON HOUSE 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.
- E. **E-Verify.**
  - (i) Pursuant to Fla. Stat. § 448.095, effective July 1, 2020, SCHOOL BOARD shall use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/>, to verify the employment eligibility of all employees hired during the term of this Agreement.

- (ii) Subcontractors.
  - a. SCHOOL BOARD shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - b. Subcontractors shall provide BENTON HOUSE with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
  - c. BENTON HOUSE shall provide a copy of such affidavit to the SCHOOL BOARD upon receipt and shall maintain a copy for the duration of the Agreement.
- (iii) BENTON HOUSE shall provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of BENTON HOUSE's E-Verify number.
- (iv) Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. BENTON HOUSE may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

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: Stephanie Luke  
Stephanie Luke, Chairperson

Date: 1-10-22

Attest: Diane S. Kornegay  
Diane S. Kornegay, Superintendent

Approved as to form:  
[Signature]  
School Board Attorney

**"BENTON HOUSE"**

**CLERMONT SLP, LLC d/b/a BENTON HOUSE**

By: Gina Licwinko

Its: \_\_\_\_\_

Date: 1/11/22