AFFILIATION AGREEMENT

This **Affiliation Agreement** ("Agreement") is made and entered into as of Sept. 28, 2021 (the "Effective Date") by and between **Suwannee County School Board** ("School") and **Baya Nursing and Rehabilitation, LLC d/b/a Baya Pointe Nursing and Rehabilitation Center** ("Care Center"), for the purpose of providing clinical experience to students enrolled in the School's Practical Nursing, Patient Care Technician and CNA ("Program").

WHEREAS, School is qualified and accredited to offer the Program, has students enrolled in the Program, and desires for its students to obtain clinical experience at the Care Center;

WHEREAS, Care Center is a licensed long term care facility and desires to cooperate with School in the furtherance of the student's education enrolled in the Program by offering such clinical experience.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and conditions and as a cooperative effort in providing the academic benefits of the clinical experience to students enrolled in the Program, the parties agree as follows:

A. Clinical Education

1. The School and Care Center shall develop a clinical instruction plan (the "Plan") that identifies specific clinical objectives of the Program. Such objectives will be conducted under supervision and in accordance with the mutually accepted philosophy and objectives of the parties. The Plan shall include, at a minimum:

(a) the number of students participating in the clinical experience;
(b) the required number of contact hours;
(c) the clinical areas to be used by students at the Care Center;
(d) the scope of duties at Care Center that fall within the educational component of the Program for which students will academically benefit from;
(e) establish perimeters to ensure the clinical experience is for the benefit of the students; and
(f) maximum number of excused absences each student shall have.

2. The educational component of the Program shall be under the supervision of School or a faculty member designated by School. Students shall in all circumstances, follow the directives of Care Center with respect to clinical instruction and/or resident care.

3. Students will receive beneficial educational experience in the areas as specified under the Plan and shall, at all times, be under the supervision of a School appointed faculty member and/or a Care Center clinical instructor during the clinical experience.

4. Students assigned for clinical experience shall have met the standards for safety, health and academic ability as set forth herein and by School and Care Center.

5. Students will not replace staff of Care Center. Students will not give care services to residents apart from that rendered for its educational value as part of the Program and in accordance with the Plan.

6. Students will adhere to the rules and regulations of School and any rules and regulations that may be promulgated by Care Center in connection with providing the clinical experience.

7. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Care Center.

8. Students may not have access to the Care Center for anything other than in accordance with the Plan or the Program, unless permission has been obtained from Care Center and supervision is present.

9. Students must obtain prior written approval of School and Care Center before publishing any material relating to the Program or the clinical experience.

10. Students and any assigned School faculty participating in the clinical experience and bound by the terms and conditions set forth in this Agreement shall be referred to as Program Participants.

B. Responsibilities of School

1. School shall assume full responsibility for offering the Program. School shall have a faculty comprised of qualified instructors and administrators necessary for the provisions of the Program. In collaboration with Care Center, School will plan, conduct, and evaluate all clinical instructions and student evaluations.

2. School shall assign only those students who have satisfactorily completed the required course of study up to the current affiliation period, and who have met the standards of safety, health and academic ability as established by School and/or Care Center.

3. In addition to a current physical examination and reports on file with the School for each student, which records shall include at a minimum, evidence that each student is free from contagious disease and does not otherwise present a health hazard to Care Center residents, employees, volunteers or guests prior to his or her participation in the Program, Mantoux Test or evidence that student is free of symptoms of pulmonary disease, if the skin test is positive a chest x-ray following a positive TB test result; Hepatitis-B Vaccine or signed declination and immunization records; and negative drug screening results. The School shall ensure that all students participating pursuant to this Agreement has personal medical/accident health insurance or has signed a verification of personal responsibility for same.

4. School acknowledges and agrees that as a condition of participation by the students in the clinical experience, Care Center shall require a criminal background check of each student in accordance with any and all applicable state laws. The School shall give proof of criminal background checks conducted within thirty (30) days prior to the student's initial assignment at the Care Center, establishing that such individual 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 a crime involving abuse or moral turpitude.

5. Before the start of each student's rotation, School shall provide to Care Center information relevant to student's clinical affiliation, covering level of training and previous clinical experience.

6. School shall maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning students' participation in the Program.

7. School shall provide specific clinical objectives for students' clinical practice experience and shall work with Care Center to help implement such objectives in the Plan.

8. School and Program Participants shall function within the organizational framework, policies and procedures of Care Center at all times during the term of this Agreement.

9. The School agrees to comply with Section 1150B of the Social Security Act, as established by Section 6703(b)(3) of the Patient Protection and Affordable Care Act, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services issued pursuant to that Title, to the end that, the School agrees to report reasonable suspicions of a crime to the Care Center's Executive Director and self-report the suspicion of a crime to the appropriate governing body and local law enforcement. School will not be retaliated against for reporting suspicion of a crime. The School is solely responsible for advising its Program Participants that their suspicion of a crime is reported to the Executive Director. Reports must be made immediately, but no later than two (2) hours after forming the suspicion, if the event that caused the reasonable suspicion results in serious bodily injury; and in all other cases, no later than 24 hours after forming the suspicion. Serious bodily injury means an injury that involves extreme physical pain, substantial risk of death, protracted loss or impairment of the function of a bodily member, organ, or mental faculty, or an injury requiring medical intervention such as surgery, hospitalization, or physical rehabilitation.

10. School shall require the students to dress in accordance with dress and personal appearance standards approved by School and in accordance with Care Center's standards regarding same. All students shall remain on the Care Center's premises for breaks, including meals. Program Participants shall pay for their own meals at Care Center.

C. Responsibilities of Care Center

1. Care Center will provide the clinical instructions for students enrolled in the Program and planning to participate in the clinical experience so long as its capability and capacity will permit. The parties agree that in order to maintain an environment that provides quality resident care and quality student learning, Care Center shall have the right to determine the number of students available for placement in the clinical experience.

2. Care Center shall provide job shadowing and hands-on resident care opportunities that will allow a student to learn certain functions of a job under the close and constant supervision of Care Center. All resident care will remain the responsibility of the Care Center for the quality of any resident care given by the students of School.

3. Care Center and School acknowledge that Care Center reserves the right to refuse or discontinue admission of any Program Participants who do not meet Care Center's standards for safety, health, and ethical behavior. Care Center may terminate this Agreement immediately upon the occurrence of any of the following events: (i) School or any Program Participant conducting in an unprofessional, unethical or fraudulent manner, and if, in the opinion of Care Center, such conduct is detrimental, in any way, to Care Center's residents or staff, discredits Care Center, or is detrimental to Care Center's reputation, character and standing within the community it serves; (ii) Material breach of this Agreement by School or Program Participant, provided such material breach has not been cured within fifteen (15) days from the date of receipt of a written notice from Care Center, identifying the nature of such breach; (iii) Failure of School to maintain the insurance coverage as required under this Agreement; (iv) Breach by School or Program Participant of the HIPAA/Confidentiality provisions contained herein; and (v) Breach by School of the Federal Health Care Programs provision contained herein.

4. Care Center shall require each Program Participant to sign a Protected Health Information, Confidentiality, and Security Agreement in the form attached hereto as **Exhibit A**, and each original will be kept in Care Center's records. Program Participant and School shall be entitled to a copy.

D. Mutual Responsibilities

1. The parties agree that each shall comply with the requirements mandated in Section 1910.1030 of Title 29 of the Code of Federal Regulations, as the same may be amended from time to time, with regards to potentially infectious materials or Bloodborne Pathogen (hereinafter referred to as the "Statute"). School shall provide information, including but not limited to, training and information related to required personal protective equipment, Hepatitis B and Hepatitis B vaccination information, and forms for Program Participants to sign indicating that each has received the information and is either providing proof that he/she has received the Hepatitis B vaccination series, or signs the form declining the vaccination at the time of signature on the form. School shall provide Care Center with proof of its compliance with the Statute in a form acceptable to Care Center. School shall also provide post-exposure evaluation and follow-up in the event there is an Occupational Exposure, as that term is defined in the Statute. Care Center shall be in compliance with the requirements mandated in the Statute and shall provide a work environment, personal protective equipment that protects Program Participants from the hazards contemplated by the Statute, and on-site training as may be applicable under the Statute. The parties may agree, apart from this Agreement, to each assume responsibility for certain of the requirements imposed by the Statute. Such agreement shall be in writing, signed and acknowledged by the parties to be so bound.

2. To the extent permitted by applicable law and without waiving any defenses, including the defense of sovereign immunity, School shall indemnify and hold harmless Care Center and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Care Center shall indemnify School against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Care Center's performance of duties hereunder.

E. Term and Termination

1. Term. This Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year, with automatic renewal for successive one (1) year term(s), unless earlier terminated or cancelled in accordance with the termination provisions provided herein below.

2. Termination. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all Program Participants currently enrolled in the Program at Care Center at the time of notice of termination shall be given the opportunity to complete their clinical experience at Care Center which shall not exceed six (6) months. If any termination is a result of a breach in accordance with Section C(3)(i) through C(3)(v), such breach may be cause for immediate termination of the Agreement without continued participation.

F. Representations, Warranties and Covenants

The parties represent, warrant and covenant to the other as follows:

1. Organization and Authority. Each is a duly organized entity, validly existing and in good standing under the laws of its state of organization and has all requisite power and authority to conduct its business as presently conducted. This Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms.

2. Qualifications. Each of the parties, their respective employees, agents, staff or faculty, providing services under this Agreement, possess and at all times during the term of this Agreement current and valid approvals, authorizations, licenses, permits and certifications required by applicable federal and state laws, and local rules and regulations, to perform under this Agreement.

3. Health Care Program Compliance. School represents and warrants to Care Center that the School and its Program Participants participating hereunder: (i) are not currently or at any time during the term of this Agreement will be excluded, debarred, or otherwise ineligible to participate in any federally funded health care program, including Medicare and Medicaid or any state healthcare programs. School agrees to immediately notify the Care Center, in writing, in the event of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. School shall perform periodic run searches against OIG's List of Excluded Individuals and Entities (not less than twice a year) to ensure continued compliance. School agrees that it will reimburse to Care Center an amount equal to any loss (e.g., fine or mandatory reimbursement) incurred by Care Center as a result of the exclusion of School or any of its Program Participants that participated during the term of this Agreement. Should any evidence reveal that School or any of its Program Participants participating, at any time during the term of this Agreement, become excluded or debarred from participation, Care Center may, in its sole discretion, terminate this Agreement immediately as of the date of such exclusion or debarment.

G. Confidential Information

1. Each of the parties herein acknowledge that it, or its employees, agents, staff, faculty or students, may acquire certain information under and in the performance of this Agreement that are proprietary and confidential to Care Center (the "Confidential Information"). Such Confidential Information includes, but is not limited to, the terms, purpose, and subject matter of this Agreement, the performance by the parties hereunder, and any information regarding the Care Center's residents' personal, financial, or medical information of any kind obtained or exposed to during the clinical experience. School and Care Center each agree that it will not disclose and that it will use reasonable efforts, to prevent disclosure by any other person of any Confidential Information, except in accordance with this Agreement or as may be required by law, or upon the prior written consent of Care Center. The parties agree that damages may not be an adequate remedy in the case of a disclosure, and that the non-disclosing party may seek injunctive relief, in addition to any other legal or equitable remedies or damages, to prevent the disclosure of Confidential Information by the other party.

2. In no event shall the residents' records or protected health information or any of the Confidential Information as hereinabove described, be used other than for the purposes set forth in this Agreement. School and Program Participants shall only access records and information that is directly related to the clinical experience, the Plan or the Program and shall use such information in a way that would not violate the requirements of applicable law including the provisions of HIPAA.

3. To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and

the terms of this Agreement. School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

School shall direct its Program Participants to comply with the policies and procedures of Care Center, including those governing the use and disclosure of Individually Identifiable Health Information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Care Center's protected health information, the Program Participants are defined as members of the Care Center's workforce according to HIPAA, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Care Center.

4. The provisions of this Section G shall survive the termination of this Agreement.

H. Insurance

Each party agrees to maintain, at its own cost and expense, insurance coverage (including general liability, professional liability, and workers compensation) in amounts consistent with industry standards (or as may be required by law) and necessary and reasonable to insure itself and its employees, agents and applicable Program Participants against any claims of any nature, which may arise from the performance of its duties and responsibilities under this Agreement. If any such insurance coverage is on a claims-made basis, in the event the term expires, or is terminated, tail-coverage must be purchased to cover any subsequent claims based on acts or omissions that occurred during the term of this Agreement. Upon execution of this Agreement, and thereafter upon reasonable request by the parties, Care Center and School agree to provide one another with a Certificate of Insurance evidencing said insurance covering such liability with an insurer AM Best rated A or better, and will continue such insurance in force during the term of this Agreement. Further, both parties agree to notify the other party immediately if the aggregate coverage as stated on the Certificate of Insurance is impaired by more than fifty percent (50%).

EVIDENCE OF SATISFACTORY GENERAL AND PROFESSIONAL LIABILITY INSURANCE FROM SCHOOL AND ON BEHALF OF EACH PROGRAM PARTICIPANT SHALL BE PROVIDED TO CARE CENTER UPON EXECUTION OF THIS AGREEMENT.

I. General Provisions

1. Independent Entities. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. The parties' employees, personnel, agents or representatives shall not be construed to be an employee, personnel, agent or representative of the others. The parties have no express or implied rights, nor authority to assume, or create any obligation, or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.

2. Non-Exclusive. The parties hereto shall be free to enter into other agreements, such as this Agreement, with other parties, as each deems appropriate for its respective manner of business.

3. Professional/Resident Relationship. No provision of this Agreement shall be construed so as to restrict in any respect any Care Center resident's (or their legal representative's) right to complete freedom of choice as to utilization of the services of School and Program Participants, or any other health professional.

4. Non-Discrimination. The parties agree that there will be no discrimination in the performance of this Agreement against any employee, or agent of, either party, any Program Participant,

and any resident or resident of Care Center on the basis of such individual's race, color, religion, sex, sexual preference, age, handicap, disability, national origin or ancestry.

5. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the state or commonwealth where Care Center is located, without regard to conflicts of law provisions thereof.

6. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Assignability. School may not assign any of its obligations, duties, or rights under this Agreement, in whole or in part, without the express prior written consent of Care Center, which consent shall not be unreasonably withheld or delayed.

9. Amendment. This Agreement shall not be amended, altered or modified, except by an instrument in writing duly executed by the parties hereto.

10. Use of Name/Marks. The parties shall have the right to use the name, symbols, trademarks or service marks of each other in press releases, media, advertising or any form of publicity or marketing, provided a written approval of the other party was received prior to any such use.

11. Waiver. A delay or omission by a party to exercise any of its right under this Agreement shall not be construed to be a waiver of such right. No waiver by either of parties hereto of a breach of this Agreement will be deemed a waiver of any subsequent breach.

12. Notices. All notices or other communications hereunder shall be in writing and shall be deemed given; (a) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (b) three (3) days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, to the respective address as follows:

If to School:	Suwannee County School Board 1740 Ohio Avenue, South, Live Oak, Florida 32064 Attention: Ted L. Roush
If to Care Center:	Baya Nursing and Rehabilitation, LLC d/b/a Baya Pointe Nursing and Rehabilitation Center 587 SE Ermine Avenue Lake City, Florida 32055 Attention: Executive Director
With a copy to:	Office of Corporate Legal Counsel 5102 West Laurel Street Suite 700 Tampa, Florida 33607 Attention: Legal Department

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties

with respect to the subject matter hereof, and it supersedes any and all prior written or verbal agreements, commitments or understandings between the parties with respect to the matters provided for herein.

[The remainder of the page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or have caused this Agreement to be executed by a duly authorized representative on their behalf, as of the Effective Date set forth hereinabove.

SCHOOL

By: _____

Name: Ted L. Roush SEP 2 8 2021

Title: Superintendent of Schools

CARE CENTER

By: _____

Name: Trinity Foster-Jackson

Title: Executive Director

_____ SEP 2 8 2021
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Exhibit A

Protected Health Information, Confidentiality, Security and Clinical Experience Acknowledgment Agreement

1. Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is written, electronic, or verbal format. PHI is individually identifiable information that includes, but is not limited to, patient's name, account number, birth date, admission and discharge dates, photographs, and health plan beneficiary number.
2. Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
3. Students enrolled in School or College programs or courses and responsible faculty (each a "Program Participant") are given access to patient information. Program Participant will be exposed to PHI during their clinical rotations in healthcare facilities.

Initial each to accept the Policy

Initial	Policy
_____	It is the policy of the School/College and Care Center to keep PHI confidential and secure;
_____	Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity;
_____	Whether at the School/College or at the clinical site, Program Participant is not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear;
_____	Unauthorized removal of any part of original medical records is prohibited. Program Participant may not release or display copies of PHI. Case presentation material will be used in accordance with Care Center's policies;
_____	Program Participant shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients;
_____	Program Participant agrees to follow Care Center's privacy policies; and
_____	Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Care Center's premises.

Elder Justice Act. The Program Participant agrees to comply with Section 1150B of the Social Security Act, as established by Section 6703(b)(3) of the Patient Protection and Affordable Care Act, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services issued pursuant to that Title, to the end that, the Program Participant agrees to report reasonable suspicions of a crime to the Care Center's Executive Director and self-report the suspicion of a crime to the appropriate governing body and local law enforcement. Program Participant will not be retaliated against for reporting suspicion of a crime. The Program Participant is solely responsible for ensuring that a suspicion of a crime is reported to the Executive Director. Reports must be made immediately, but no later than two (2) hours after forming the suspicion, if the event that caused the reasonable suspicion results in serious bodily injury; and in all other cases, no later than 24 hours after forming the suspicion. Serious bodily injury means an injury that involves extreme physical pain, substantial risk of death, protracted loss or impairment of the function of a bodily member, organ, or mental faculty, or an injury requiring medical intervention such as surgery, hospitalization, or physical rehabilitation. Further, the Program Participant indemnifies and holds harmless the Care Center against all claims, losses and damages arising from or relating to the failure to report a suspicion of a crime pursuant to Section 1150B of the Social Security Act.

Clinical Experience. The Program Participant hereby acknowledges that: (A) the clinical experience is an unpaid experience for academic purposes only; (B) Program Participant is not guaranteed a job with Care Center after completing the clinical experience; (C) the training that will be provided is a cooperative activity between the School and the Care Center in accordance with the School's Program and to enhance the clinical experience within the Care Center's environment; and (D) the intent of the clinical experience is to provide students an educational benefit.

I fully understand the intent and purpose of the clinical experience as set forth herein as well as the scope of my duties at Care Center as they pertain to the Program. I hereby acknowledge it is my obligation to promptly report to the Executive Director of Care Center the assignment of any activities which are not to my direct benefit.

I agree to abide by the above policies and other policies at the Care Center. I further agree to keep PHI confidential. I understand that failure to comply with these policies will result in disciplinary actions. I further understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

_____ _____

Signature of Program Participant Date

Print Name: _____

_____ _____

Signature of Parent or Legal Guardian Date

If Program Participant is under 18

Print Name: _____