

**AGREEMENT BETWEEN
SCHOOL BOARD OF SANTA ROSA COUNTY
FL HUD Bay Breeze, LLC, d/b/a
Bay Breeze Senior Living and Rehabilitation Center**

AFFILIATION AGREEMENT

This Student Affiliation Agreement (the "Agreement") is made and entered into and effective for all purposes and in all respects as of this 7 day of September 2022, by and between the School Board of Santa Rosa County (hereinafter "Educational Institution") and FL HUD Bay Breeze, LLC, d/b/a, Bay Breeze Senior Living and Rehabilitation Center (Facility).

With regard to the following program(s): Certified Nursing Assistant (CNA) Program
WHEREAS, the Educational Institution desires to establish a program at Facility to provide a clinical learning experience ("Learning Experience") for its students;
WHEREAS, Facility is willing to cooperate with Educational Institution to establish a program for Educational Institution's students;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein, and of other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

The Educational Institution and Facility mutually agree:

1. To establish the educational objectives for the Learning Experience, advise methods for implementation, and evaluate the effectiveness of the Learning Experience.
2. Not to discriminate on the basis of race, color, creed, age, national origin, or sex, nor will either party discriminate because of handicap under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.
3. Prior to beginning the Learning Experience at the Facility, the Educational Institution shall provide participating students with basic training regarding confidentiality and privacy of protected health information under the Health Insurance Portability and Accountability Act, and all regulations issued thereunder (collectively, "HIPAA"), and Facility shall provide students with specific training in Facility's HIPAA policies upon student's arrival at Facility.
4. Both Facility and the Educational Institution agree to abide by all applicable laws and regulations in carrying out their respective obligations under this Agreement. Both Facility and Educational Institution agree that they shall refrain from disclosing the student's educational records except with the student's consent or as permitted under the Family

Educational Rights and Privacy Act and all regulations thereunder. As applicable, Educational Institution agrees to have each student complete appropriate consent forms for the exchange/disclosure of educational records or medical records as may be required under this Agreement.

The Educational Institution agrees:

1. To assume responsibility for assuring continuing compliance with the educational standards established by the applicable licensing and accrediting bodies.
2. To establish and maintain ongoing communication with Facility on items pertinent to Learning Experience, (such communication may include but not limited to, a description of the curriculum, relevant course outlines, policies, faculty, and major changes in this information) and to provide on-site faculty supervision as deemed necessary by Facility. Such faculty members shall be subject to all provisions of this Agreement that pertain to students.
3. To notify Facility of the planned student assignment, level of academic preparation, and length and dates of Learning Experience. In furtherance of the foregoing, the Learning Experience and student assignments shall be planned by the Educational Institution in consultation with representatives designated by Facility and shall be subject to final approval by both parties before the commencement of any such assignment. Written plans for the Learning Experience and student assignments shall be submitted to Facility by the Educational Institution at least 30 days prior to the anticipated commencement of the assignments, or as otherwise mutually agreed by the parties, and shall specify the number of students for each assignment. The students in the Learning Experience shall work at all times under the supervision of designated Facility personnel or licensed professionals as required by the policies, rules and regulations of Facility and/or applicable law and pursuant to the applicable guidelines of any Learning Experience as agreed to by the parties. Designated personnel or the licensed professionals of Facility who agree to be responsible for student training hereunder shall have the ultimate responsibility for patient care. Facility is under no obligation to pay the students or the Educational Institution for services provided by students hereunder, and the students are not to be considered employees or agents of Facility for any purpose whatsoever. While at Facility, the students will not be covered by Social Security, Unemployment Compensation or Worker's compensation coverage, nor shall they be entitled to any benefits (in any form or fashion) provided to full or part-time employees of Facility.
4. To refer to Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum which is applicable to Facility.
5. To inform the student of Facility's requirements for acceptance regarding health status. Students must provide documentation of basic physical examination completed within the past year, annual TB test, proof of rubella immunity, proof of hepatitis vaccine or refusal, tetanus status and any other related requirements of Facility, prior to commencement of the assignment and Learning Experience.
6. To inform students enrolled in the Learning Experience that any and all medical cost which the students may incur while participating in the Learning Experience with Facility will be responsibility of the student. Facility will not be liable for any medical expenses incurred by a student.
7. To advise the assigned student of the responsibility for complying with the existing pertinent policies, rules and regulations of Facility, including but not limited to

confidentiality of records and individually identifiable patient health information, personal conduct, dress code, identification badges, protocols and safety.

8. To require the assigned student to have proof of coverage during the term of this Agreement for negligence, malpractice and professional liability insurance (in the amount of \$1,000,000 per occurrence, \$3,000,000 annual aggregate) during the term of the Agreement and to provide a copy of the declarations page evidencing this coverage as requested from time to time.

9. To supply Facility with appropriate forms to be used in evaluation of the performance of the assigned student.

10. To assure the student will function under the guidance of the designated Facility personnel or a licensed professional (as the case may be).

11. No form of payment or remuneration will be provided by Educational Institution, Facility or the preceptor/mentor/sponsor for the students' participation in the Learning Experience and student is responsible for all of his/her respective expenses.

12. Background Checks/10 Panel Urine Drug Screen: School represents that each Program Participant will have undergone a 10 Panel Urine Drug Screen and a background check prior to participating in any facility clinical program. The background check will include, at a minimum, the following:

- (I) Social Security number verification;
- (II) Multi-county, statewide felony/misdemeanor criminal record search for all cities/states for the last seven years;
- (III) National criminal database search, federal database search, and sexual offender database search;
- (IV) HHS/OIG list of excluded individuals/entities - GSA list of parties excluded from federal programs;

Should the background check or 10 Panel Drug Screen disclose any adverse information or screening results as to any Program Participant, School shall immediately notify those specified in the Notice provisions herein, and remove said Program Participant from the Facility rotation.

Please see attached Rider 1.

Facility agrees:

1. To designate Facility personnel or a licensed professional who will be responsible for planning and implementation of the Learning Experience.
2. To provide Facility personnel or licensed professional with time to plan and implement the Learning Experience including, when feasible, time to attend relevant meetings and conferences.
3. To provide the physical facilities and equipment necessary to conduct the Learning Experience being offered.
4. To advise the Educational Institution of any changes in its personnel, operation, or policies that may affect the Learning Experience.
5. To provide the assigned students, whenever possible, with use of study facilities and reasonable study and storage space.
6. To provide the assigned student with a copy of Facility's existing pertinent rules, regulations and policies with which the student is expected to comply.
7. To evaluate the performance of the assigned student on a regular basis as agreed upon with Educational Institution using the evaluation form developed by the Educational Institutional (the completed evaluation will be forwarded to the Educational Institution within one (1) week following conclusion of the student's Learning Experience).
8. To advise the Educational Institutional by mid-assignment of any serious deficit noted in the ability of the assigned student to progress toward achievement of the stated objectives of the Learning Experience.
9. To have the right to terminate immediately any student whose health, behavior or performance is a detriment to patient well-being, Facility, or to achievement of the stated objectives of the Learning Experience, or is otherwise not in the best interest to Facility for the student(s) to continue in the Learning Experience, with contemporaneous or subsequent communication to the Educational Institution as the situation warrants.
10. To support continuing education and professional growth and development of those staff who are responsible for student supervision.

Additional Terms of Agreement:

1. This Agreement shall be effective when executed by both parties, and unless terminated sooner as provided herein, it shall remain in effect for a period of one (1) year. This Agreement shall automatically renew for additional one (1) year periods, unless either party provides written notice of intent not to renew to the other party at least thirty (30) days prior to the end of the then-current term.
2. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all previous agreements and understandings, either oral or written. This Agreement may only be modified in writing and signed by authorized representatives of both parties.

3. This Agreement may be terminated under any of the following conditions:
- (i) by either party with or without cause at any time upon thirty (30) days prior written notice to the other party; provided, however, that such termination shall not be effective with respect to any student who is participating in a Learning Experience at Facility on the date of such notice, until the end of the student's Learning Experience as previously scheduled; or
 - (ii) by both parties at any time with mutual written agreement; or
 - (iii) by either party immediately upon any breach of the Agreement by the other party.
- A Facility participating facility may also terminate the participation of a student upon written notice if such facility determines, in its discretion, the health or safety of patients may be jeopardized by the continued participation of such student or the student fails to behave in accordance with Facility's policies and procedures. If this Agreement is terminated pursuant to this paragraph, participation by the student in the current Learning Experience shall immediately cease.
4. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns.
5. If any provision is held invalid, illegal or unenforceable with respect to particular circumstances, the Agreement shall nevertheless remain in full force and effect in all other circumstances.
6. Waiver by a party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties acknowledge, understand and agree that the exclusive venue for any disputes pursuant to this Agreement shall be proper within the jurisdiction of the Superior Court of Santa Rosa County, Florida. The parties hereby waive any and all objections that they may otherwise have (or may raise) to venue and jurisdiction within the State of Florida. The prevailing party in any action to enforce rights or obligations under this Agreement shall be entitled to recover its costs and expenses from the other party, including reasonable attorney's fees.
8. Facility reserves the right to cancel students' assignments should it become necessary to implement a Facility Disaster Plan or as otherwise deemed necessary by Facility for the protection of its patients or otherwise.
9. Facility, its affiliates, their respective officers, trustees; employees, agents, and physicians on its medical staff do not assume liability for any death, injuries, or damage to the students.
10. Facility and Educational Institution understand and agree that the Educational Institution and the students enrolled in the Learning Experience pursuant to this Agreement are at all times independent contractors of Facility and are not agents, representatives or employees of Facility. As independent contractors, the Educational Institution and students are responsible for their

own actions and Facility shall not be liable for the acts or omissions of the Educational Institution or its employees, agents, or students.

11. This Agreement is non-exclusive and does not affect either party's ability to enter into a similar agreement with other persons or entities.

12. Whenever any notice, demand, or consent is required or permitted under this Agreement, such notice, demand, or consent shall be in writing and shall be deemed sufficiently given:

- (i) On the day personally delivered; or
- (ii) three (3) days after deposit in the US mail if mailed by registered or certified mail, return receipt requested, postage prepaid; or
- (iii) on the day delivered if sent by recognized overnight courier service to the following addresses:

Educational Institution:

The School Board of Santa Rosa County, FL
5086 Canal St.
Milton, FL 32570

Facility Address:

FL HUD Bay Breeze, LLC, d/b/a
Bay Breeze Senior Living and Rehabilitation Ctr
3387 Gulf Breeze Pkwy
Gulf Breeze, FL 32563
Attn: Kris Drake

With a copy to:

Gulf Coast Health Care, LLC
40 South Palafox Pl, St 400
Pensacola, FL 32502
Attn: Craig Robinson

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal, by and through their duly authorized representatives, as of the day and year first above written.

Educational Institution:
The School Board of Santa
Rosa County, FL

Facility:
FL HUD Bay Breeze, LLC, d/b/a
Bay Breeze Senior Living and
Rehabilitation Ctr.

By: _____

Title: _____

Date: _____

By: Justin Gibson 

Title: Administrator

Date: 11-11-2022

Student Affiliation Agreement between FL HUD, LLC, d/b/a Bay Breeze Senior Living & Rehabilitation Center (hereinafter “Facility”), and the School Board of Santa Rosa County (hereinafter “Educational Institution”)

The following provisions supplement and are made a part of the Affiliation Agreement, dated as of 9/7/2022, between FL HUD Bay Breeze, LLC, d/b/a Bay Breeze Senior Living & Rehabilitation Center and the School Board of Santa Rosa County:

Responsibilities of Educational Institution:

- a. Educational Institution shall instruct students that they may only provide services to residents who acknowledge that a student is providing them services. Students and the instructors at the Facility must specifically advise a resident that a student will be providing services and the resident must agree to such services before the student may provide the services.
- b. Educational Institution shall provide the students with appropriate identification identifying them as students while they are providing services “on duty” at Facility. Such identification shall clearly identify students as students of the Program and not employees of Facility.

Representations and Warranties of Educational Institution:

- c. To direct, instruct and assume responsibility for ensuring that all students are to perform tasks at Facility in accordance with all applicable federal, state and local laws, rules and regulations, including but not limited to any and all Medicare or Medicaid requirements or Conditions for Participation and to observe and comply with all oral and/or written rules, regulations, by-laws and policies of Facility as it may adopt from time to time.
- d. To ensure that any and all students placed at Facility will have never been convicted of: (A) any offense related to the delivery of an item or service under Medicare, Medicaid, any private health care benefit program; (B) a criminal offense relating to neglect or abuse in connection with the delivery of a health care item or service; (C) fraud, theft, embezzlement, or other financial misconduct in the connection with the delivery of a health care item or service; (D) obstructing an investigation or any crime referred to in (A) to (C) above; and/or (E) unlawful manufacturing, distributing, prescribing, or dispensing of a controlled substance.

Emergency Medical Care and Infections Disease Exposure:

- a. Any Educational Institution faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness

to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the Educational Institution faculty member or student who receives the treatment and not the responsibility of the Facility.

- b. The Facility shall follow, for Educational Institution faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures that the Facility follows for its employees. Any hospital or medical costs arising from the exposure shall be the sole responsibility of the Educational Institution faculty member or student who receives the treatment and not the responsibility of the Facility.
- c. Educational Institution faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to Educational Institution and to the Facility. Before returning to the Facility, such Educational Institution faculty member or student must submit proof of recovery to Educational Institution or Faculty, if requested.

Indemnification

- d. To the extent authorized by the laws and Constitutions of the State of Florida or state agencies, the Educational Institution agrees to that it shall indemnify and hold harmless the Facility, its officers, directors, employees, and agents from and against all loss and damage, including costs, expenses, and reasonable attorney's fees on account thereof, that may be sustained or incurred by reason of any and all claims, demands, suits, actions, and judgments, and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to the negligent or wrongful acts or omissions of the Educational Institution pursuant to this Agreement.