

**AFFILIATION AGREEMENT**  
**(High School)**

**THIS AFFILIATION AGREEMENT** (the "Agreement") is effective as of the 15 day of October, 2025 (the "Effective Date") by and between LP Louisville South, LLC d/b/a Signature HealthCARE of South Louisville (the "Facility") and Jefferson County Public Schools, on behalf of each of its participating schools (each an "Institution").

**RECITALS**

**WHEREAS**, the Facility is a skilled nursing facility licensed in the State of Kentucky; and

**WHEREAS**, Institution is a duly constituted school of secondary education and has established an accredited learning experience in compliance with applicable state law and regulations;

**WHEREAS**, Institution offers a class or classes to students seeking a career as a Certified Nurse Aide (the "Program") which require students therein to participate in professional practice experiences in clinical and non-clinical facilities; and

**WHEREAS**, Institution desires the Facility to participate in offering practice opportunities to certain students enrolled in the Program; and

**WHEREAS**, the Facility has certain operations that can provide a part of the required clinical learning experience for students enrolled in the Program and recognizes the importance of training and educating students;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein, **IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I**  
**RESPONSIBILITIES OF INSTITUTION**

A. **Program Responsibilities.** The Institution agrees:

1. To maintain responsibility for the planning and implementation of the Program, including evaluation and testing of student performance.
2. To provide the Facility with copies of current course outlines, course objectives, and curriculum philosophy for the Program, upon request from the Facility.
3. To obtain the Facility's consent and any other necessary authorization prior to the implementation of any Program project or activity at the Facility.
4. To provide qualified faculty (in a number to be agreed upon between the Facility and the Institution) (the "Faculty"), who will be responsible for the assignment and

evaluation of all student Program experiences. Upon request of the Facility, Institution shall furnish to the Facility proof of educational qualifications and licenses for any such Faculty, if applicable.

5. To appoint a principal liaison between the Institution and the Facility for all matters concerning the Program.
6. To plan with the Facility and mutually agree upon the scheduling of students at the Facility ("Facility Assignment"). Notwithstanding the Facility's participation in the scheduling process, Institution agrees it is responsible (i) for ensuring that each student assigned to the Facility is qualified to perform any anticipated tasks that are a part of the Facility Assignment and (ii) withdrawing students from the Facility Assignment if the Institution has reason to believe that the student is no longer qualified to perform the required tasks.
7. To certify that each Participant and their parents or guardians have been explained the risks of working or volunteering in a health-care setting (including the risk of exposure to COVID-19 and other communicable diseases) and that each Participant who is an unemancipated minor has received the written consent of their parent and/or guardian to participate in the clinical portion of the Program.
8. To obtain and maintain for each Faculty member, advisor and student assigned to the Facility (the "Participants"), as a condition of the Program, and during the term of their Program participation at the Facility, professional or other liability insurance that will cover any acts or omissions by the Participants. Such insurance shall be on a per occurrence basis in amounts not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate for personal injuries. Such insurance shall cover amounts that Participants become legally obligated to pay as a result of their acts or omissions (including but not limited to medical acts or procedures) while performing tasks as the Facility. Institution will assure that such liability insurance is in full force and effect during the term of this Agreement and for the two year period immediately following the termination or expiration of this Agreement. Institution shall provide the Facility with a certificate of insurance evidencing such coverage upon the Facility's request. Institution will assure that written notice is provided to the Facility within ten (10) days of any changes, modification, cancellation or non-renewal of the insurance.
9. To require that Participants:
  - (i) Provide their own housing, transportation, parking, and meals associated with their assignment at the Facility;
  - (ii) Abide by all applicable policies, procedures, rules and regulations of the Facility and those of state and federal regulatory agencies;

- (iii) Assume the responsibility for personal illness and obtaining medical care for any injuries sustained as a direct or indirect result of his/her affiliation with the Facility;
- (iv) Present medical certification of immunizations, vaccinations and consent to any required physical examinations to the Facility;
- (v) Present Basic Life Support certification to the Facility, where applicable; and
- (vi) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Conduct or Ethics and the applicable standards of any applicable governmental or healthcare accrediting agencies.

10. To assume final responsibility for the educational experience and grades of the students.

B. **Confidential Information.** Institution acknowledges that in connection with performance under this Agreement, Institution and its Participants, agents, employees, and representatives will be privy to and have access to certain patient information and confidential information and trade secrets of the Facility and its affiliates, including, without limitation, patient medical records, vendor lists, customer lists, financial information and other materials, records and/or information of a proprietary nature ("Confidential Information"). Therefore, in order to protect the Confidential Information, Institution shall not (and shall cause its Participants, agents, employees, and representatives not to), unless otherwise required by law, divulge, disclose, publicize or disseminate the Confidential Information to any third party and shall not use any of the Confidential Information on its or their own behalf or with or on behalf of any other entity. The obligations of this Paragraph B shall survive the termination or expiration of this Agreement.

## ARTICLE II RESPONSIBILITIES OF THE FACILITY

A. **Facility Assignment Responsibilities.** The Facility agrees:

1. To accept a certain number of students for participation in the Program. The maximum number shall be determined at the sole discretion of the Facility, based upon the Facility's space, patient population, and upon any other considerations as determined by the Facility. Participation may be in person and/or virtual, as agreed by the Parties.
2. To provide adequate conference room or teaching space for Participants.
3. To provide educational experiences and opportunities in accordance with the objectives of the Program as mutually agreed upon by the Institution and the Facility.
4. To provide a liaison officer between the Facility and Institution.

5. If required for the clinical or learning experience and depending on the Program, to appoint a suitably experienced and qualified licensed professional employee of the Facility to serve as a preceptor to administer the clinical or learning experience at the Facility ("Preceptor"). The Facility will identify the potential Preceptors, who will be subject to the approval of the Institution and any applicable governmental or accrediting body. The Preceptor will work closely with the Institution, which will be responsible for coordinating student placements, and will maintain contact with the Institution.

6. To provide Participants and the Institution an orientation to the Facility, including, without limitation, its rules, regulations, administrative policies, standards and practices relevant to the Program.

7. To provide personal protective equipment (PPE) to Participants as required to enable them to practice standard, required health and safety processes and procedures.

8. To retain final authority over all activities of its operations and care of Facility residents.

B. **FERPA**. The Facility will take all measures necessary to guard against improper disclosures of information in its possession regarding the Institution's students who train at the Facility pursuant to this Agreement and will comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment.

### **ARTICLE III PARTICIPANT REQUIREMENTS**

A. **Participant Requirements**. Institution shall, and shall cause the Participants to, comply with the provisions set forth in this Article III. Failure to comply will be grounds for the Facility to exclude a Participant from the Facility and the practice experience. Repeated or widespread failures by Participants to comply with this Article III shall be grounds for the Facility to immediately terminate this Agreement.

1. Participants shall, directly or through the Institution, provide written consent of their parents or guardians (as applicable) to participate in the clinical portion of the Program at the Facility and provide written acknowledgement that (a) they will maintain in absolute confidentiality the information made available to them with respect to the Facility's patients and records, as set forth in state and federal laws and regulations; and (b) they will obtain the Facility's prior written approval in order to publish any material relating to their experience with the Program.

2. Participants will likely obtain information covered by the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder while working or observing operations in the Facility. Participants participating in the practice experience are members

of the Facility's workforce for purposes of HIPAA. As such, they shall be required to learn and follow the Facility's HIPAA policies and procedures. This subparagraph applies solely to HIPAA requirements applicable to the Facility and, as stated in Section VI.A., does not establish an employment relationship with any Participant.

3. Participants shall agree that they shall not represent themselves as agents or employees of the Facility.

4. Participants shall, directly or through the Institution, provide evidence that he or she has met all applicable requirements of TB Mantoux testing and any other vaccinations as required by the Facility.

6. Institution shall, and shall cause the Participants to, comply with all of the Facility's COVID-19 Policies, copies of which are available upon request. Institution acknowledges that the Facility follows all mandatory vaccination policies and requirements required under applicable law.

B. **Participant's Removal.** In addition to the grounds in Section A of this Article III, the Facility may remove Participants from the property of the Facility whose behavior, competency, ability or other conditions, are, in the Facility's sole discretion, detrimental to the operation of the Facility, and/or to proper rendering of quality care to the Facility's patients. Additionally, the Facility may remove any Participant if the Participant's parent or guardian indicates to the Facility that they did not provide, or that they are withdrawing, consent for the Participant to engage in the clinical portion of the Program. The Facility will notify the Institution of its actions and the reasons for its actions as soon as reasonably practicable.

#### ARTICLE IV COVENANTS AND AGREEMENTS

A. **Indemnification.** To the extent permitted by applicable law, Institution agrees to indemnify and hold the Facility and its affiliates and their respective directors, managers, members, shareholders, agents, representatives, and employees harmless from and against all claims, damages, costs and expenses, including attorney's fees, arising in connection with (i) any negligent acts or omissions by Institution or the Participants in the performance of its obligations under this Agreement, or (ii) a breach of a representation or obligation by Institution or a Participant under this Agreement. The Facility agrees to indemnify and hold Institution, its agents, servants, and employees harmless from and against all claims, damages, costs and expenses, including attorney's fees, arising in connection with any negligent acts or omissions by the Facility in the performance of its obligations under this Agreement.

B. **HIPAA Requirements.** Each party agrees to (and Institution shall cause the Participants to) comply with HIPAA and any current and future regulations promulgated thereunder, 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. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45

C.F.R. Parts 160 and 162 and the amendments in Subtitle D of the Health Information Technology for Economic and Clinical Health Act, as Title XIII of Division A and Title IV of Division B of the American Reinvestment and Recovery Act of 2009 and subsequent regulations, all collectively referred to herein as “HIPAA Requirements”. Each party agrees not to (and Institution agrees to cause its Participants not to) use or further disclose any Protected Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

C. **Elder Justice Act Abuse Reporting Requirements.** If applicable, each party agrees to comply with (and Institution shall cause its Participants to comply with) the reporting requirements under Section 6703(b)(3) of the Elder Justice Act (“EJA”), a reporting requirement mandated under Subtitle H of the Patient Protection and Affordable Care Act, which provides that any owner, operator, employee, manager, agent, or contractor (“Covered Individual”) of a long-term care facility that receives at least \$10,000 in federal funds annually, must report any reasonable suspicion of a crime committed against any individual who is a resident of, or is receiving care from, the facility. Each Covered Individual shall report the suspected crime to one or more local law enforcement agencies and to the Secretary of the Department of Health and Human Services (Secretary) or to the agency designated by the Secretary to receive such reports.

The report must be made within two hours of forming a reasonable suspicion that a crime has occurred if there is a serious bodily injury and within 24 hours of forming a reasonable suspicion that a crime has occurred if there is no serious bodily injury. Covered Individuals who fail to report shall be subject to a civil money penalty of up to \$200,000 and may be excluded from participation in any Federal health care program. If a Covered Individual’s failure to report a crime results in further injury to the victim of the crime or results in harm to another individual, the civil monetary penalty may be increased to \$300,000.

D. **Nondiscrimination.** All parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity or any other status or condition protected by applicable federal, state or local laws. Each party hereto warrants that they are in full initial and ongoing compliance with all current applicable federal, state, and local laws, regulations, and ordinances, including but not limited to:

1. Civil Rights Act of 1964;
2. The Rehabilitation Act of 1973;
3. The Fair Labor Standards Act;
4. Equal Opportunity Clause (41 CFR 60.250.5(a); 41 CFR 60-300.5(a); and 41 CFR 60.741.5(a));
5. Affirmative Action Programs (41 CFR 60-1.40(a)(2)); and
6. Other laws that may apply from time to time as amended.



The parties also agree, where applicable, to comply with the regulations set forth under 29 CFR Part 471, Appendix A to Subpart A regarding NLRA compliance.

E. **Exclusion from Governmental Programs.** Institution represents that it has not (and the Participants have not) been excluded, debarred or suspended, declared or proposed to be ineligible to participate in any governmental program, and is not nor has been the subject of any investigation regarding Institution's participation in any government program, nor has been convicted of any crime relating to any governmental programs. Institution agrees to notify the Facility immediately if Institution becomes aware of any adverse action related to Institution's or a Participant's eligibility to participate in governmental programs. This Agreement shall immediately terminate if Institution becomes ineligible or excluded. A Participant who becomes ineligible or excluded shall be automatically removed from the Program at the Facility. Further, Institution shall indemnify, defend, and hold the Facility and its affiliates harmless from and against any and all expenses, sanctions, penalties or fines incurred as a result of the exclusion or ineligibility of Institution or a Participant to participate in governmental programs.

F. **Compliance Program.** Institution acknowledges by execution of this Agreement that it is aware of the Facility's Code of Conduct and Compliance Program ("Code of Conduct"). The Facility will provide Institution with a copy of its Code of Conduct upon Institution's request. Institution agrees to (and to cause the Participants to) comply with the Code of Conduct. Institution commits that it will provide (and will cause the Participants to provide) the services to Facility pursuant to this Agreement in accordance with applicable federal and state laws and ethical business and accepted standards of practice that are consistent with the Code of Conduct. Compliance issues related to the Facility may be reported at either [compliance@shccs.com](mailto:compliance@shccs.com) or CAREline: 888-392-8886.

H. **Non-Disparagement.** The parties consider themselves to be professionals and desire to keep the relationship under this Agreement professional, while the Participants are at the Facility and after termination of this Agreement, for any reason. In light of this, Institution promises not to criticize or disparage the Facility (or any of its affiliate companies, parents, shareholders, owners, directors, managers, officers, employees, or lessors and landlords) in any manner -- whether verbally or in writing -- about any aspect of Facility's management, policies, operations, practices, decisions, personnel, premises, products, or services. *This section is not intended to prevent, and does not and should not prevent Institution, from appropriately and timely reporting any abuse, neglect, or other compliance concerns to Facility (as set forth in Article VI, F.), or other appropriate third-party persons or agencies.*

I. **Cooperation.** From time to time, the Facility may need the Institution's or the Participant's assistance and cooperation in answering questions relating to business matters that Institution or the Participants is, or was, involved in while at the Facility. This could include meetings with families and residents about care, a lawsuit or potential lawsuit, or a government investigation (e.g., annual or complaint survey, or other). Such assistance and cooperation from the Institution could include, but would not be limited to, meetings, interviews, depositions, and other items of the like. Institution agrees to cooperate with the Facility on such matters in good faith during the term of this Agreement and, upon the request by the Facility or its counsel, after

termination of this Agreement for any reason.

## **ARTICLE V TERM AND TERMINATION**

A. **Term; Termination.** Unless terminated sooner in accordance with the terms of this Agreement, the initial term of this Agreement shall be three (3) months commencing on the Effective Date ("Initial Term"). This Agreement shall automatically renew for successive three (3) month terms unless either party provides thirty (30) days' written notice of its intent not to renew. Either party may terminate this Agreement at any time, without reason, by giving the other party thirty (30) days written notice of its intention to terminate. Should notice of termination be given, students assigned to the Program shall be permitted to complete their previously scheduled assignments then in progress at the Facility up to and including the effective date of termination. Notwithstanding anything to the contrary in this Agreement, any right of Facility that could reasonably be expected to survive termination or expiration of this Agreement shall survive termination or expiration of this Agreement.

## **ARTICLE VI GENERAL PROVISIONS**

A. **Independent Contractor.** Institution's students and Faculty participating in the Program shall not be deemed to be employees, servants, or agents of the Facility, nor shall any person on the staff or administration of the Facility be deemed an employee, servant or agent of Institution. The Facility will not allow students to replace the Facility staff and will not allow students to render service except as identified in the jointly planned clinical experience. A member of the staff of the Facility will supervise contact between a student and a resident and the Facility will remain responsible for patient care at all times. No payments of charges or fees will be made between the Facility and Institution or Participants regarding any services or tasks performed in the Program.

B. **Proprietary Rights.** Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such works, symbols, trademarks, service marks or other devices in advertising, promotional materials or otherwise and that it will not advertise or display such devices without the prior consent of the other party, and will cease any and all such usage immediately upon termination of this Agreement.

C. **Notice.** Any notice, demand or consent required or permitted to be given hereunder shall be deemed given if hand-delivered, if sent by registered or certified mail, return receipt requested, or by overnight mail delivery for which evidence of delivery is obtained by the sender, at the address set forth below or such other address as either party may designate in writing:

**To Facility:**

**Signature HealthCARE of South Louisville**  
1120 Cristland Rd



Louisville, KY 40214  
Attn: Administrator

**With a copy to:**

**LP Louisville South, LLC**  
c/o Signature HealthCARE Consulting Services, LLC  
12201 Bluegrass Parkway  
Louisville, KY 40299  
Attn: Office of General Counsel

**To Institution:**

**Jefferson County Valley High School**  
10200 Dixie Hwy  
Louisville, KY 40272  
Attn: General Counsel

Electronic mail **shall not** constitute written notice.

D. **Waiver.** No failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

E. **Third Parties.** Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.

F. **No Employee Benefits.** Students assigned to the Facility shall not be considered to be employees of Facility and shall not be covered, by virtue of this Agreement, by any of the Facility's employee benefit programs including, but not limited to, social security, health insurance, unemployment compensation, disability insurance, or workers' compensation.

G. **Assignment.** This Agreement cannot be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Facility shall have the right to transfer this Agreement to its parent corporation, if any, or any of its subsidiaries or affiliates, or to a successor entity in the event of merger, consolidation, transfer, sale, stock purchase, or public offering as long as the surviving entity assumes all of that party's obligations hereunder.

H. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties.

I. **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.

J. **Governing Law.** This Agreement shall be construed and enforced under and in accordance with the laws of the state in which the Facility is located.

K. **Electronic Storage of Agreement.** The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

L. **Counterparts; Electronically Transmitted Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means either an electronic signature or a manually-signed original signature that is sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message.

IN WITNESS WHEREOF, the Facility and Institution have duly executed this Agreement on the date first set forth above.

**INSTITUTION:**

**Jefferson County Public Schools**

By: \_\_\_\_\_

Name: Dr. Brian Yearwood

Title: Superintendent

**FACILITY:**

**LP Louisville South, LLC d/b/a Signature HealthCARE of South Louisville**

Signed by:  
  
By: \_\_\_\_\_  
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Name: John Harrison

Title: CFO