

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this 22 day of September 22, 2010 by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** ("School Board") and Manor Care, Venice Florida
WITNESSETH:

WHEREAS, School Board offers to enrolled students a **Health Science** program; and
WHEREAS, Health Care Facility manages a **health care facility**; and
WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and **Clinical Skills** in actual patient-centered situations in a **health care facility**; and
WHEREAS, Health Care Facility has agreed to make its facility available to School Board for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School Board

- (a) Clinical Program: School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Health Care Facility, which Program shall be approved in advance by Health Care Facility. Such responsibilities shall include, but not be limited to, the following:
- (i) orientation of students to the clinical experience at Health Care Facility;
 - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Health Care Facility;
 - (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Health Care Facility;
 - (iv) continuing oral and written communication with Health Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) supervision, in coordination with Health Care Facility, of students and their performance at Health Care Facility;
 - (vi) participation, with the students, in Health Care Facility's Quality Assurance and related programs;
 - (vii) performance of such other duties as may from time to time be agreed to between School Board and Health Care Facility;

All students, faculty, employees, agents and representatives of School Board participating in the Program at Health Care Facility (the "Program Participants") shall coordinate their activities with the Health Care Facility's Coordinator of Education

- (b) Student Statements: School Board shall require each Program Participant to sign a Statement of Financial Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.
- (c) Insurance: School Board is self-insured for liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) Health of Participants: All Program Participants shall pass a medical examination acceptable to Health Care Facility prior to their participation in the Program at Health Care Facility at least once a year or as otherwise required by Florida law. School Board or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in cases of illness or injury while participating in the Program at Health Care Facility. In no event shall Health Care Facility be financially responsible for said medical care and treatment.
- (e) Dress Code; Breaks: School Board shall require the students to dress in accordance with dress and personal appearance standards approved by the School Board. Such standards shall be in accordance with Health Care Facility's standards regarding same. All Program Participants shall remain on the Health Care Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Health Care Facility.
- (f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Health Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Health Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Health Care Facility or the performance of services therein.

2. **Responsibilities of Health Care Facility**

- (a) Health Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Health Care Facility. Health Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and Health Care Facility, to observe and assist in various aspects of nursing, EMS and allied healthcare fields. Health Care Facility shall coordinate School Board's rotation and assignment schedule with its own schedule and those of other educational institutions. Health Care Facility shall at all times retain ultimate control of the Health Care Facility and responsibility for patient care.
- (b) Upon the request of School Board, Health Care Facility shall assist School Board in the evaluation of each Program Participant's performance in the Program. However, School Board shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall, to the extent allowed by law, indemnify and hold harmless Health Care Facility for any expense or claim incurred by Health Care Facility as a result of Health Care Facility's assistance in evaluation and grading of Program Participants hereunder.

3. **Withdrawal of Program Participant**

Health Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Health Care Facility when his/her clinical performance is unsatisfactory to Health Care Facility or his/her behavior, in Health Care Facility's discretion, is disruptive or detrimental to Health Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Health Care Facility.

4. **Independent Contractor**

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Health Care Facility, nor shall Health Care Facility or any of its agents, representatives be considered agents, representatives, or employees of School Board. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Health Care Facility for any salaries, insurance, or other benefits.

5. **Confidentiality**

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Health Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Health Care Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Health Care Facility with the option of pursuing remedies for breach or, not withstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School Board.

6. **Indemnification**

School Board, to the extent allowed by law, shall indemnify and hold harmless Health Care Facility 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 Board or the Program Participants 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. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law. Health Care Facility shall indemnify School Board and its employees against any liabilities, claims, damages, and expenses, including reasonable attorneys' fees, incurred by School Board in defending or compromising any claims or actions brought against School Board arising out of or related to the Health Care Facility's employees' or representatives' performance of duties hereunder.

7. **Term: Termination:**

- (a) The initial term of this Agreement shall be for three years, commencing September 22, 2010 expiring August, 2013, unless otherwise terminated as provided herein. August 1, 2013 MS/MT
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60) days written notice, provided that all students currently enrolled in the Program at Health Care Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Health Care Facility, such completion not to exceed six (6) months.

8. Entire Agreement

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

9. Severability:

If any provision(s) of this Agreement is held to be invalid or unenforceable, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision(s).

10. Captions:

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this agreement.

11. No Waiver:

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

12. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

13. Assignment Binding Effect:

School Board may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Health Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14. Notices:

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by Federal Express, or Express Mail and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Health Care Facility: Administrator
ManorCare
1450 East Venice Avenue
Venice, Florida 34292

If to School Board: The School Board of Sarasota County, Florida
4748 Beneva Road
Sarasota, Florida 34233

Attention: SCTI Director
(or to such other persons or places as either party may from time to time designate by written notice to the other)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date herein above

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
Chair

Approved for Legal Content
November 12, 2008, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ ASH

By:  _____
Administrator of Health Care Facility

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student in training at Menor Care Health Services (the "Health Care Facility"), I am not an employee of the Health Care Facility and, am not entitled to insurance coverage, if any, provided to employees of the Health Care Facility.

2. In consideration of the benefits in the form of training and experience received at the Health Care Facility, and to the extent provided under the laws and regulations of the State of Florida, do hereby agree that I will be solely responsible for any loss sustained by me, my family, heirs, or any other person(s) or entity(ies) resulting from any injury or illness sustained by me while participating in the health care program for _____ (name of program) operated by the School Board of Sarasota County, Florida at the Health Care Facility unless loss from such injury or illness arises solely out of the negligence or misconduct of the Health Care Facility or its employees or representatives.

Dated this: _____ day of _____, 200_.

Program Participant WITNESS

Parent's /Guardian Signature:
 (Required if student is under 18)

Date: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and the Agreement between the School Board of Sarasota County, Florida and Manor Care Health Services ("the Health Care Facility") to keep confidential any information regarding the Health Care Facility patients, as well as all confidential information of the Health Care Facility. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of the Health Care Facility except as required by law.

Dated this: _____ day of _____, 200_.

Program Participant

WITNESS