

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this 18th day of July, 2017, effective July 1, 2017, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** ("School Board") and Manor Care Nursing Center of Sarasota FL, LLC d/b/a ManorCare Health Services-Sarasota ("Health Care Facility").

WITNESSETH:

WHEREAS, School Board is a provider of education and offers to enrolled students a **Health Science** program; and WHEREAS, Health Care Facility is engaged in the business of furnishing sub-acute and long-term care services; 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) will refer to Health Care Facility only those students who have completed the prerequisite portion of the curriculum applicable to Health Care Facility;
 - (v) continuing oral and written communication with Health Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information.
 - (vi) supervision, in coordination with Health Care Facility, of students and their performance at Health Care Facility;
 - (vii) Designate a member of the faculty who will serve as a liaison with Health Care Facility on all aspects of the clinical experience program;
 - (viii) performance of such other duties as may from time to time be agreed to between School Board and Health Care Facility;
 - (ix) 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 and notify Health Care Facility about the planned schedule of student assignments, level of academic preparation and length and dates of internship assignments;
 - (x) Maintain patient confidentiality as required by all federal, state and other applicable laws and regulations.
- (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 carries a Student Blanket Professional Liability Insurance policy that covers its acts and omissions under this Agreement and insures the students against any claims for personal injury or death and property damage resulting from performance of services by the students participating in the clinical training program on the Health Care Facility's premises with limits of not less than \$1 million per person/\$3 million aggregate per incident. School Board is self-insured for general liability purposes, as evidenced in the form attached hereto as Exhibit C. Upon request, School will provide Health Care Facility with proof that the insurance coverage required by this Agreement is in place. School Board will notify Health Care Facility if there is any change or termination of coverage 30 days prior to the date of such occurrence.

- (d) Health of Participants: All Program Participants shall pass a medical examination acceptable to Health Care Facility and prove free of tuberculosis, verified via Suncoast Technical College application paperwork, 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 and inform the student of any special requirements of Health Care Facility, including uniform requirements if applicable, and the necessity to conform to the standards and practices of the Health Care Facility. Such standards shall be in accordance with Health Care Facility's policies and procedures. 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.
- (g) Eligibility of Students: All students will undergo a Level 1 and Level 2 Criminal Background Check and health screenings prior to participation at any Health Care Facility.
- (h) School Board will recommend each student carry a current health care insurance policy.

2. Responsibilities of Health Care Facility

- (a) Maintain standards for appropriate health care services that are conducive to educational experiences for students participating in the affiliation.
- (b) Designate an individual who will be responsible for coordinating the clinical experience with the School Board.
- (c) Advise the students of its rules, policies and procedures and provide a general orientation to Health Care Facility.
- (d) 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 and nurse aide 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.
- (e) 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.
- (f) Maintain liability insurance that covers its acts and omissions under this Agreement. Health Care Facility's liability insurance coverage must have limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate throughout the term of this Agreement, and Health Care Facility may satisfy these insurance requirements through commercial insurance, self-insurance or a combination of both. Upon request, Center will provide School with proof that the insurance coverage required by this Agreement is in place. Center will notify School Board if there is any change or termination of coverage 30 days prior to the date of such occurrence.
- (g) Maintain the confidentiality of any educational records shared with it by School Board.

3. Withdrawal of Program Participant

Health Care Facility reserves the right to remove students from the Health Care Facility, who do not comply with Health Care Facility rules and regulations, policies, and procedures, or who endanger patient health, welfare and safety and request that a noncompliant or dangerous student not return to the Health Care Facility. Health Care Facility may, by written request, 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 officially dismiss the Program Participant from the Program at Health Care Facility,.

4. Joint Responsibilities The School Board and Health Care Facility will:

- (a) Establish the number of students who will have a clinical experience at the Health Care Facility at any one time and any additional requirements for students participating in the clinical educational experience.
- (b) Notify the other party, as soon as possible, in writing if one party becomes aware of a claim, served by any person, that arises out of this Agreement or any activity carried out under this agreement.

5. 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.

6. Confidentiality

- (a) 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, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School Board.
- (b) The Health Care Facility will maintain the confidentiality of any educational records shared with it by School Board. The School Board will maintain patient confidentiality as required by all federal, state and other applicable laws and regulations.

7. Indemnification

- (a) 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 and any obligation under this section shall be restricted to the limits contained in Section 768.28, Florida Statutes. School Board will not be liable for the settlement of any claim affected without its prior consent.
- (b) 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. Health Care Facility will not be liable for the settlement of any claim affected without its prior consent.

8. **Term: Termination:**

- (a) The initial term of this Agreement shall be for 1 year, commencing July 1, 2017, unless otherwise terminated as provided herein. The Agreement will automatically renew for additional 1 year terms.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon thirty (30) 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.

9. **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.

10. **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).

11. **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.

12. **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.

13. **Governing Law:**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

14. **Assignment Binding Effect:**

Neither party may assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, except that Health Care Facility may assign its rights and obligations under this Agreement without consent of the School Board to any: (i) affiliate; or (ii) successor in title to substantially all of its business or assets.. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15. The parties agree to comply with applicable Federal civil rights laws and will not discriminate based upon race, color, ancestry, national origin, religion, sex, age, disability, or protected veteran status.

16. The parties agree that the provisions of Sections 1(c), 2(f), and 7 survive termination of this Agreement.

17. **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:

Health Care Facility: Manor Care Nursing Center of Sarasota FL, LLC
d/b/a ManorCare Health Services-Sarasota
Attn: Administrator
5511 Swift Road
Sarasota, Florida 34231

School Board: The School Board of Sarasota County, Florida
Attention: Suncoast Technical College Director
4748 Beneva Road
Sarasota, Florida 34233;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove stated.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
(Print Name) _____, Chair

Approved for Legal Content
June 19, 2017, by Matthews Eastmoore,
Attorneys for The School Board of Sarasota
County, Florida
Signed: ASH

Manor Care Nursing Center of Sarasota FL, LLC
d/b/a ManorCare Health Services-Sarasota

By: _____
(Print Name) _____
As Its Administrator

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student in training at Manor Care Nursing Center of Sarasota FL, LLC d/b/a ManorCare Health Services-Sarasota (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 _____, 201__.

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 Nursing Center of Sarasota FL, LLC d/b/a ManorCare Health Services-Sarasota ("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 _____, 20__.

Program Participant

WITNESS