

## **STUDENT CLINICAL EXPERIENCE AFFILIATION AGREEMENT**

This Student Clinical Experience Affiliation Agreement (“Agreement”) is dated March \_\_\_\_, 2018 (“Effective Date”), and is between ManorCare of Venice FL, LLC doing business as ManorCare Health Services-Venice(“Center”) and The School Board of Sarasota County Florida ("School"). The parties may be referred to collectively as "the parties" and singularly as a "party."

### **BACKGROUND**

Center is engaged in the business of furnishing sub-acute and long-term care services. School is a provider of education and requires its students to have experience under supervision of health care providers in actual clinical conditions. Center is willing to provide the School’s students with an unpaid clinical educational experience in accordance with the terms of this Agreement.

### **AGREEMENT**

The parties agree as follows:

- 1. SCHOOL OBLIGATIONS** The School will:
  - 1.1 Assume responsibility for continuing compliance with the educational standards of the appropriate accreditation and licensing bodies.
  - 1.2 Designate a member of the faculty who will serve as a liaison with Center on all aspects of the clinical experience program.
  - 1.3 Notify Center about the planned schedule of student assignments, level of academic preparation, and length and dates of internship assignments.
  - 1.4 Refer to Center only those students who have completed the prerequisite portion of the curriculum applicable to Center.
  - 1.5 Inform the student of any special requirements of Center, including uniform requirements if applicable, and the necessity to conform to the standards and practices of the Center.
  - 1.6 Maintain patient confidentiality as required by all federal, state and other applicable laws and regulations.
  - 1.7 Maintain liability insurance 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 Center’s premises. School’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. Upon request, School will provide Center with proof that the insurance coverage

required by this Agreement is in place. School will notify Center if there is any change or termination of coverage 30 days prior to the date of such occurrence.

1.8 Indemnify, defend, and hold harmless Center and its officers, directors, employees, agents or volunteers from any loss arising from the acts or omissions of School or any of its employees, faculty, agents or students under this Agreement. School will not be liable for the settlement of any claim affected without its prior consent. This provision does not and shall not be construed to waive School'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.

1.9 Recommend each student carry a current health care insurance policy.

1.10 Ensure that each student, prior to beginning their clinical experience at Center, complete all criminal background checks and health screenings required by Center.

**2. CENTER OBLIGATIONS** The Center will:

2.1 Maintain standards for appropriate health care services that are conducive to educational experiences for students participating in the affiliation.

2.2 Designate an individual who will be responsible for coordinating the clinical experience with the School.

2.3 Advise the students of its rules, policies and procedures and provide a general orientation to Center.

2.4 Reserve the right to terminate students from the affiliation who do not comply with Center rules and regulations, policies, and procedures, or who endanger patient health, welfare and safety.

2.5 Maintain liability insurance that covers its acts and omissions under this Agreement. Center'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 Center 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 if there is any change or termination of coverage 30 days prior to the date of such occurrence.

2.6 Indemnify, defend, and hold harmless School and its officers, directors, employees, agents or volunteers from any loss arising from the acts or omissions of Center or any of its employees or agents under this Agreement. Center will not be liable for the settlement of any claim affected without its prior consent.

2.7 Retain administrative responsibility for ensuring that Services are delivered in a timely fashion and meet professional standards and principles.

2.8 Maintain the confidentiality of any educational records shared with it by School.

**3. JOINT RESPONSIBILITIES** The School and Center will:

3.1 Establish the number of students who will have a clinical experience at the Center at any one time and any additional requirements for students participating in the clinical educational experience.

3.2 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.

**4. TERM AND TERMINATION**

4.1 The initial term of this Agreement is 1 year. It begins on the Effective Date of this Agreement. The Agreement will automatically renew for additional 1 year terms.

4.2 Either party may terminate this Agreement at any time without cause upon 30 days prior written notice.

4.3 In the event of such a termination, those students already participating in their clinical experience program at the Center pursuant to this Agreement may complete their rotation at the Center.

**5. MISCELLANEOUS**

5.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings. The Agreement may be modified or amended only in a writing signed by the parties.

5.2 This Agreement and any claims or disputes relating to it will be governed by the laws of the State in which Center is located. The sole and exclusive litigation for any action brought pursuant to this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

5.3 Each provision of this Agreement will be deemed independent and terminable. The exclusion of any provision of this Agreement found to be invalid or illegal will not effect enforcement of the remaining provisions of the Agreement.

5.4 Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party, except that Center may assign its rights and obligations under this Agreement without consent of the School to any: (i) affiliate; or (ii) successor in title to substantially all of its business or assets.

5.5 School is not a partner or an employee of Center, and this Agreement does not create or evidence a joint venture, partnership or other joint business relationship. Students placed at Center by School pursuant to this Agreement are not employees of Center, and Students will not displace any employee of Center. The Center will not compensate the School or any Student for any portion of the clinical educational experience.

5.6 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.

5.7 The parties agree that the provisions of sections 1.7, 1.8, 2.5, and 2.6 survive termination of this Agreement.

5.8 Any notices required by this Agreement must be mailed to the parties at the following addresses:

**If to School:** School Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_

**If to Center:** Center Name: ManorCare of Venice  
Address: 1450 E, Venice Ave. Venice, FL 34293  
Attn: Tammy Wilbert, Administrator  
Fax: 941-488-1276

5.9 This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

By signing below, the parties agree to the terms of this Agreement:

<b>Center:</b>	<b>School:</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____