

## EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT

This Educational Institution Affiliation Agreement (“Agreement”) is by and between \_\_\_\_\_ (“Educational Institution”) and Life Care Centers of America, Inc. (“LCCA”), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”).

### RECITALS

A. Educational Institution desires that certain of its students, and when appropriate, certain of its faculty members be permitted to visit and utilize the premises of a long-term care nursing facility to afford such students and faculty the opportunity to engage in practical learning and clinical experiences in gerontology and related disciplines;

B. LCCA, a company that manages skilled nursing facilities throughout the country, recognizes the need for expansion of the educational development of health professionals, and desires to make its premises available for such purposes;

C. Education Institution and LCCA (collectively “parties”) desire to affiliate for the purpose of improving care provided to LCCA patients and providing practical learning and clinical experiences in gerontology and related disciplines for students and faculty of Educational Institution by student placement at a LCCA facility (“Facility”).

NOW THEREFORE, it is understood and agreed upon by the parties as follows:

1. Educational Institution agrees to:
  - a. Plan and determine the adequacy of the educational experience of its students in theoretical training, basic skills in the provision of health care, professional ethics, attitude and behavior, and assign to LCCA only those students who have satisfactorily completed the prerequisites of Educational Institution’s program prior to clinical assignment.
  - b. Maintain general and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and, if applicable, maintain worker’s compensation coverage in the amount required by law. Educational Institution shall provide Facility with thirty (30) days notice prior to any change in the coverage required herein.
  - c. Require students to carry health insurance effective for the duration of the student assignment.
  - d. Designate a member of its faculty to coordinate the program with a designated member of Facility’s staff. This assignment shall include on-site visits when practical and the continuing exchange of information as requested by either party.

- e. Provide Facility with the names, TB test results, and other pertinent information about each student to be assigned to Facility at least four (4) weeks prior to the date on which a student's assignment at Facility will begin.
- f. Provide Facility with advance notice of its intention to remove a student from any clinical assignment at Facility.
- g. Notify each student prior to his or her assignment at Facility that he or she is responsible for following the administrative policies, standards and practices of Facility, and abiding by LCCA's drug testing policy.
- h. Complete a background search for each student assigned to Facility prior to student beginning clinical at Facility. Disclose to Facility, prior to the assignment of any student to Facility, knowledge that any student to be assigned to Facility has been convicted of or entered a plea of guilty, nolo contendere, or an "Alfred plea" with respect to any felony, any misdemeanor conviction within the last seven (7) years or any crime against a dependent population, specifically including but not limited to, elder abuse, child abuse or child molestation.
- i. At the written request of Facility, remove from Facility any student who, in the sole and absolute discretion of LCCA, has performed unsatisfactorily or whose behavior or activities are inappropriate or detrimental to Facility's provision of health care to its clients or that are contrary to the objectives of this Agreement. Requests for such removal of a student must be provided in writing and contain a statement of facts supporting such request by Facility.
- j. Direct its students to comply with the policies and procedures of Facility, including those governing the use and disclosure of individually identifiable health information under federal law pursuant to the Standards for Privacy of Individually Identifiable Health Information, ("Privacy Rule") implemented under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"). Educational Institution will insure that each student signs and delivers to Facility prior to the beginning of the clinical education a copy of the "Confidentiality Understanding" attached hereto as Attachment A and incorporated herein by reference.

2. Facility agrees to:

- a. Designate a member of its staff to coordinate this program and function as clinical supervisor with Educational Institution's designated coordinator. Jointly, Facility and Educational Institution shall develop objectives, methods of instruction, and other details of the full clinical experience contemplated by this Agreement.

- b. Make available to assigned students appropriate equipment and supplies in order to provide supervised clinical educational experiences. Such accommodations shall include an environment conducive to the learning process that conforms to Facility's customary practices and procedures.
  - c. Permit Educational Institution's students to perform services for Facility patients only when under the direct supervision of a registered, licensed or certified Facility care-giver licensed in the discipline in which supervision is to be provided. Students shall work, perform assignments, participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of supervisors designated by the Facility.
  - d. Remind students they remain subject to the authority, policies, and regulations imposed by Educational Institution. During periods of clinical assignment and while at Facility, students shall also be subject to all standards, rules, regulations, and administrative practices and policies of Facility.
  - e. Retain ultimate responsibility for the provision of all services provided to patients or residents of Facility.
  - f. Maintain general and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Facility shall provide Educational Institution with thirty (30) days notice prior to any change in the coverage required herein.
3. Neither party to this Agreement shall discriminate with respect to any aspect of this Agreement, on the basis of race, color, sex, age, religion, national origin, or handicap.
4. Indemnification. Each party shall be responsible for any and all costs, damages, claims, liabilities or judgments which arise as a result of the negligence or intentional wrongdoing of its employees or other agents (collectively "Party"). Any costs, including reasonable attorney's fees, for damages, claims, liabilities or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing, or failure to perform any obligation undertaken or covenant made in this Agreement shall be paid for, or reimbursed by, the other Party.
5. Educational Institution acknowledges and agrees that the systems, methods, procedures, written materials and controls employed by LCCA or Facility in the performance of this Agreement (i) are confidential and proprietary in nature, (ii) shall always remain the property of LCCA or Facility and (iii) shall not at any time in the future be disclosed to any third parties or utilized, distributed, or copied or otherwise used by Educational Institution or its employees, agents or students in any manner whatsoever without the express written consent of Facility. Upon termination of this Agreement, Educational Institution shall promptly deliver to the Facility all

Confidential Information in the possession of Educational Institution or its employees, agents, students or volunteers.

6. In the event this Agreement is not renewed for a subsequent term or is otherwise terminated as contemplated herein, students of Educational Institution who are participating in the clinical learning experiences at Facility at the time of termination shall be allowed to complete such clinical learning experience at Facility for the then current school semester under the terms and conditions herein set forth.
7. This Agreement shall be effective for the period beginning the Effective Date for a term of one (1) year and thereafter shall be renewed automatically for successive periods of one (1) year, unless otherwise terminated as provided herein. Notwithstanding the forgoing, this Agreement may be terminated by either party for any reason by giving thirty (30) days written notice to the other party of its intention to so terminate this Agreement.
8. Any notices or other communication permitted or required by this Agreement shall be in writing and shall be effective by personal delivery or by certified mail postage prepaid, to the other party at the address set forth below:

If to Facility:

Attn: Executive Director  
at assigned Facility

If to Educational Institution:

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with copy to LCCA:

Life Care Centers of America, Inc.  
Attn: Vice President of University Relations  
3570 Keith Street NW  
Cleveland, TN 37312

Any notice mailed in compliance with this section shall be deemed to have been given upon the earlier of receipt or three days after deposit, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

9. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.
10. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
11. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

12. Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.
13. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.
14. Either party may assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that such an assignment may be made only to an entity which is directly or indirectly wholly owned or controlled by the same entity as the assigning party.
15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to all actual attorneys' fees and other costs incurred in that action, in addition to any other relief to which that party may be entitled.
16. This Agreement shall be governed, construed and interpreted in accordance with the laws of the state in which Facility is located without regard to such state's conflict of law provisions.
17. Nothing in this Agreement shall be construed as creating any relationship between the parties other than as independent contractors. Nothing under this Agreement shall be deemed to create any rights in any third party.
18. In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation or judicial decision, that in the reasonable opinion of the counsel to Facility renders any of the material terms of this Agreement unlawful or unenforceable, then the applicable term(s) of the Agreement shall be subject to renegotiation upon written notice to Educational Institution, to remedy such condition and conform the Agreement to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) -day period of time following written notification, either party may terminate the affected Agreement without penalty.

**By signing this Agreement, all parties acknowledge notification of LCCA's Code of Conduct and Policy, Procedure and Information Regarding the Deficit Reduction Act of 2005, False Claims Act and Similar Laws, and agree to comply with all provisions thereof. Additionally, all contractors, agents, and vendors agree to make these policies available to all employees involved in executing this Agreement, as required by the Deficit Reduction Act of 2005 and applicable State law. These policies are available at the 'About Life Care' section at [www.lcca.com](http://www.lcca.com).**

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

**LCCA:**

**LIFE CARE CENTERS OF AMERICA, INC.**

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

**Name:** Cathy Murray

**Title:** Chief Operating Officer

**Date:** \_\_\_\_\_

**EDUCATIONAL INSTITUTION:**

\_\_\_\_\_

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**DOCUMENT APPROVED FOR LEGAL CONTENT**

8/21 2009 .BY

A. LAMAR MATTHEWS, JR  
MATTHEWS, EASTMOORE, HARDY, GRAUWELS & GARCIA

ATTORNEYS FOR  
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

SIGN: ASG

**ATTACHMENT A**

**EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT  
CONFIDENTIALITY UNDERSTANDING**

By signing and dating this Confidentiality Understanding, the undersigned **STUDENT** indicates an understanding of, and agrees to be bound by, the applicable terms and conditions of the Affiliation Agreement between Life Care Centers of America, Inc. ("**LCCA**"), and \_\_\_\_\_ ("**EDUCATIONAL INSTITUTION**"). The **STUDENT** acknowledges that, as a material part of the consideration provided to **LCCA** in exchange for **LCCA** allowing the **STUDENT'S** clinical education at **FACILITY**, **STUDENT** agrees that any patient information acquired during the clinical education is confidential, and that the **STUDENT** shall maintain the confidentiality of and not disclose this information at all times, both during the clinical education and after it has ended. **STUDENT** further agrees to abide by the applicable rules and policies of **LCCA** and program while at **FACILITY**. **STUDENT** understands that, in addition to other available remedies, **FACILITY** may immediately remove the **STUDENT** and terminate the **STUDENT'S** clinical education if, in the opinion of **LCCA**, the **STUDENT** endangers a patient, breaches patient confidentiality, disrupts the operation of **FACILITY**, or refuses to comply with the requests of **FACILITY** or its supervisory staff.

By signing this Agreement, all parties acknowledge notification of **LCCA's** Code of Conduct and Policy, Procedure and Information Regarding the Deficit Reduction Act of 2005, False Claims Act and Similar Laws, and agree to comply with all provisions thereof. Additionally, all contractors, agents, and vendors agree to make these policies available to all employees involved in executing this Agreement, as required by the Deficit Reduction Act of 2005 and applicable State law. These policies are available at the 'About Life Care' section at [www.lcca.com](http://www.lcca.com).

I have read and understand the Educational Institution Affiliation Agreement and this Confidentiality Understanding, and I agree to abide by their terms.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student's Name (Print)

\_\_\_\_\_  
Educational Institution Witness' Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Educational Institution Witness (Print)