

CLINICAL EDUCATION AGREEMENT
BETWEEN
WINDSOR MANOR
AND
KEYSTONE HEIGHTS HIGH SCHOOL

THIS AGREEMENT, entered into as of the 16th day of February, 2012, between Windsor Manor (MANOR) and Keystone Heights Jr/Sr High School (KHHS).

This is a mutual agreement between MANOR as to provide students enrolled in KHHS's Certified Nurses Assistant program (PROGRAM) supervised learning experiences in the care of patients in accordance with the provisions set forth in this Agreement.

It is mutually covenanted and agreed between the parties hereto as follows:

I. Responsibilities of MANOR:

- A. MANOR, and the physicians with practice privileges with MANOR, have ultimate responsibility for all patient care activities.
- B. To provide to faculty and students of KHHS available facilities and services in the planned learning experience.
- C. To provide conference and meeting rooms as required and needed, as space is available.
- D. To share in the responsibilities for the educational supervision of students in the PROGRAM.
- E. To provide faculty and students in the PROGRAM access to emergency medical care when on MANOR's premises. Payment for such care will remain the responsibility of the individual receiving treatment.
- F. To the extent MANOR maintains records regarding the student's educational experience, such as attendance data and field observations and ratings, MANOR agrees that it will not release, except to KHHS or its agents or employees, such personal information contained therein, without the written consent of the student or as otherwise provided in 1002.22, Florida Statutes.
- G. To forward orientation material to KHHS to be handed out to students and faculty enrolled in the PROGRAM and to conduct its own site orientation to MANOR for incoming KHHS students and faculty.

II. Responsibilities of KHHS:

- A. The KHHS has ultimate responsibility for all instructional activities of and for the grading of the students.
- B. Selection of students under the various programs. Classes shall not exceed the teaching capabilities of MANOR. MANOR reserves the right to specify the number of students in a given program for optimum use of existing facilities. KHHS shall notify the appropriate MANOR clinical department within 72 hours of any student's withdrawal from the PROGRAM. The specific number of students to be assigned to the PROGRAM, the scheduling of classes and other learning activities, the faculty's accessibility to the students, and other issues unique to the relationship will be set forth in writing and agreed to by the parties prior to the initiation of the PROGRAM.
- C. To comply with established policies and practices of MANOR, including all applicable legislation and regulations.
- D. To recommend students and faculty to MANOR in a manner consistent with State and Federal laws relating to non-discriminations.
- E. To maintain standards of the PROGRAM as recommended and prescribed by all governing bodies regulating the PROGRAM.
- F. To employ qualified individuals as faculty members, and give faculty members and students orientation material, as previously provided by MANOR, prior to reporting to MANOR. PROGRAM shall contact the appropriate MANOR departmental representative to ascertain any documentation that may be required for faculty members who assume direct student supervision of patient care activities.
- G. To ensure that students and faculty with direct supervision responsibilities comply with MANOR requirements as set forth in Exhibit A, for physical examinations, tuberculosis screening, certain immunizations, AIDS training, CPR training, and health insurance, prior to entrance upon premises under the PROGRAM.
- H. To maintain the required degree of discipline among its students and faculty, giving full consideration to the institution's standard of conduct and performance. MANOR may, at any time, withdraw or exclude any faculty or student from its facilities, premises or clinical areas, whose conduct or performance is not, or has previously not been, in accordance with PROGRAM or

MANOR's departmental standards, or whose conduct or performance is, or has previously been, unprofessional or detrimental to either MANOR or KHHS. Written report of the circumstances of the withdrawal or exclusion shall be submitted to the appropriate KHHS administrator.

- I. Classes shall be programmed within the capabilities of MANOR.
- J. To maintain individual records of class and practicum student competency and health.
- K. Where applicable, to prepare any rotational plans for services to be used for experience and to secure the approval of this plan from MANOR prior to the beginning of the educational PROGRAM within the facilities. Major changes made in the plans will not be effective until such time as they are approved by MANOR.
- L. To require its faculty and students to hold as confidential any patient information acquired. Any disclosure of patient information must be in accordance with MANOR's policy, Section 395.3025, Florida Statutes, and other applicable law.
- M. For faculty with direct supervision responsibilities at MANOR, KHHS shall at all times maintain professional liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) aggregate with an insurance company with a minimum Best Rating of "A". KHHS may satisfy this requirement by demonstration of self-insurance deemed fiscally sound by an independent casualty actuary. Such insurance or self-insurance shall be an occurrence based policy, or a claims based policy maintained for the Statute of Limitations period as set forth in Section 95.11, Florida Statutes. KHHS shall demonstrate compliance with this section by providing MANOR with a Certification of Insurance evidencing such coverage prior to the faculty member's arrival at MANOR. KHHS will provide evidence of such insurance at any time on reasonable request.
- N. To ensure that students shall at all times maintain professional liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) aggregate. Such insurance shall be an occurrence based policy, or a claims based policy maintained for the Statute of Limitations period, as set forth in Section 95.11, Florida Statutes. Student shall demonstrate compliance with this section by providing MANOR with a Certificate of Insurance evidencing such coverage prior to his or her arrival at MANOR.

Student will provide evidence of such insurance at any time on reasonable request.

- O. To ensure that a criminal background investigation for the State of Florida, i.e. by Florida Department of Law Enforcement (FDLE), is conducted for each student prior to the student's assignment to the hospital pursuant to this Agreement. KHHS shall notify MANOR of any and all criminal convictions ascertained through the criminal background investigation.

III. General Conditions:

- A. MANOR and KHHS agree that each shall be treated for all purposes as independent contractors and that all students under the PROGRAM shall remain agents or students of KHHS. KHHS agrees that it will not act, or represent that it is acting, as an agent of MANOR, or incur any obligations on the part of MANOR, without first obtaining express written authority from MANOR. This Agreement is not intended and shall not be construed to create the relationship of agency, partnership, joint venture, or association between MANOR and KHHS, or to create an employment relationship between MANOR and KHHS or MANOR and the students in the PROGRAM.
- B. KHHS agrees that it will not use the name of MANOR in any advertising or commercial without first obtaining the express written authorization from MANOR.
- C. MANOR and KHHS agree that this Agreement shall continue in effect for three (3) years and shall be automatically renewed from year to year thereafter, provided, however, that either party may terminate this Agreement at any time by giving the other party notice in writing at least ninety days prior to the intended termination date. Provided further, that students currently enrolled in the PROGRAM shall be permitted to complete the course. Modification of this Agreement shall be made by mutual written consent of both parties. A memorandum noting the modification shall be attached to the Agreement and shall include the date and signatures of parties agreeing to it.
- D. MANOR and KHHS agree that executed copies of this Agreement shall be placed on file with the appropriate Vice President of MANOR and the Principal of KHHS.
- E. This Agreement is nonexclusive. The parties reserve the right to enter into similar Agreements with other institutions.

- F. The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties hereto and no other terms and conditions shall be valid and binding on the parties hereto unless reduced to writing and executed by the parties hereto.
- G. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
- H. The parties to this Agreement shall comply with applicable state and federal laws, rules and regulations governing patient and medical record confidentiality. Additionally, KHHS shall cooperate with MANOR so the MANOR can comply with the regulations promulgated by the Health Insurance Portability and Accountability Act.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the date and year first above set forth.

Keystone Heights Jr/Sr High School

Name of School

Carol Studdard, Board Chairman
Clay County School District

February 16, 2012

Date

Windsor Manor

Division Vice President
602 Laura Street, Starke, FL 32091

Date

EXHIBIT A

REQUIREMENTS FOR STUDENTS & FACULTY PARTICIPATING IN CLINICAL EXPERIENCE AT WINDSOR MANOR

Students must provide proof that they met the following requirements when they come to Windsor Manor to begin their clinical experience:

1. General Health Screening and/or physical examination.
2. Evidence of immunity or immunization for measles, mumps, and rubella. It is recommended that the student/faculty know his/her immune status for chicken pox.
3. Tuberculosis screening: Evidence of a negative PPD skin test within six months of beginning clinical experience or if positive PPD, evidence of no active disease, i.e., negative chest x-rays on record.
4. Recommend Hepatitis B vaccine series for all students and faculty who have risk of exposure to blood/body fluids and serological testing within six months after completion of series to document immunity, or proof of refusal.
5. Completed training course of HIV and AIDS, as required by State Law.
6. CPR certified.
7. Evidence of health insurance. (May be waived for students demonstrating hardship).
8. Evidence of professional liability insurance in accordance with paragraphs II.M & N.
9. Completed Manor's HIPAA training and orientation.