

EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT

This Educational Institution Affiliation Agreement (“Agreement”) is by and between School Board of Clay County (“Educational Institution”) and Life Care Center of Wells Crossing (“Facility”), dated as of the 24 day of March, 2015 (“Effective Date”).

RECITALS

A. Educational Institution desires that certain of its students, and when appropriate, certain of its faculty members (“Faculty”) 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. Facility, a skilled nursing facility licensed by the state in which it does business, recognizes the need for expansion of the educational development of health professionals, and desires to make its premises available for such purposes;

C. Educational Institution and Facility (collectively “parties”) desire to affiliate for the purpose of improving care provided to Facility residents and providing practical learning and clinical experiences in gerontology and related disciplines for students and Faculty of Educational Institution.

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

1. Term. 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 with or without cause by giving thirty (30) days written notice to the other party of its intention to so terminate this Agreement.

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.

2. 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 Facility 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's clinical assignment at Facility. If a student is injured or becomes ill while at Facility, he or she may seek medical care and treatment, but is personally responsible for the cost. Neither Facility nor Educational Institution provides accident or health insurance for students.

d. Designate a member of 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 clinical 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. Complete a background search for each student assigned to Facility prior to student beginning clinical assignment at Facility. Background searches not required for students under eighteen (18) years of age. Disclose to Facility, prior to the clinical 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 "Alford 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.

h. At the written request of Facility, remove from Facility any student who, in the sole and absolute discretion of Facility, has performed unsatisfactorily or whose behavior or activities are inappropriate or detrimental to Facility's provision of health care to its residents 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.

i. Direct its students to comply with the administrative policies and procedures, standards and practices 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 assignment a copy of the form "Confidentiality Understanding" attached hereto as Attachment A and a copy of the form "Life Care Centers of America, Inc.'s Drug and Alcohol Policy" attached hereto as Attachment B.

3. 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 residents only when under the direct supervision of a registered, licensed or certified Facility caregiver 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 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 Facility residents.

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.

4. Non-Discrimination. 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.

5. 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.

6. Confidential Information. Educational Institution acknowledges and agrees that the systems, methods, procedures, written materials and controls employed by Facility in the performance of this Agreement (i) are confidential and proprietary in nature, (ii) shall always remain the property of 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 Faculty, 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 Facility all Confidential Information in the possession of Educational Institution or its employees, agents, students or volunteers.

7. Notices. 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 following address:



If to Facility:
Life Care Center of Wells Crossing
Attn: Executive Director
355 Crossing Blvd.
Orange Park, FL 32073-2860

If to Educational Institution:
School Board of Clay County
Attn: Chairman
900 Walnut Street
Green Cove Springs, FL 32043

with copy to LCCA:
Life Care Centers of America, Inc.
Attn: Legal Services
3001 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 (3) days after deposit, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

8. Miscellaneous.

a. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

b. 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.

c. 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.

d. Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

e. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.

f. 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.

g. 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.

h. 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.



i. 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.

j. 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 this Agreement shall be subject to renegotiation upon written notice to Educational Institution, to remedy such condition and conform this 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

FACILITY:

LIFE CARE CENTER OF WELLS CROSSING

By: _____

Name: Tim Hall

Title: Executive Director

Date: _____

EDUCATIONAL INSTITUTION:

SCHOOL BOARD OF CLAY COUNTY

By: _____

Name: Charlie Van Zant

Title: Superintendent

Date: March 24, 2015

By: _____

Name: Johnna McKinnon

Title: Chairperson

Date: March 24, 2015



ATTACHMENT A

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 Educational Institution Affiliation Agreement between Life Care Center of Wells Crossing (“**FACILITY**”), and School Board of Clay County (“**EDUCATIONAL INSTITUTION**”). The **STUDENT** acknowledges that, as a material part of the consideration provided to **FACILITY** in exchange for **FACILITY** allowing the **STUDENT’S** clinical education at **FACILITY**, **STUDENT** agrees that any resident 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 **FACILITY** 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 **FACILITY**, the **STUDENT** endangers a resident, breaches patient confidentiality, disrupts the operation of **FACILITY**, or refuses to comply with the requests of **FACILITY** or its supervisory staff.

By signing this Confidentiality Understanding, I 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. These policies are available at the ‘About Life Care’ section at www.lcca.com.

I have read and understand this Confidentiality Understanding, and I agree to abide by its terms.

Student’s Signature

Date

Student’s Name (Print)

Witness’ Signature (*Parental Signature if Student is under 18 years old*)

Date

Witness (Print)



ATTACHMENT B

LIFE CARE CENTERS OF AMERICA, INC.'S DRUG AND ALCOHOL POLICY

This policy extends to, and shall be complied with by, any student now or in the future undergoing clinical training at a facility managed by Life Care Centers of America, Inc. ("Company").

1. Purpose. Alcohol and drug abuse ranks as one of the major health problems in the United States. Company is committed to providing a safe working environment to protect its residents, employees and others; to provide the highest level of service; and to minimize the risk of accidents and injuries.

2. General Policy. Each student has a responsibility to Company and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. For these reasons, Company has adopted this policy.

3. Drug Use/Distribution/Impairment/Possession. All students are prohibited from manufacturing, distributing, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on Company property (including, but not limited to, parking areas and grounds), or while otherwise performing duties away from the location at which the student normally trains. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

Students are also prohibited from having any such illegal or unauthorized controlled substances in their systems while on duty, and from having excessive amounts of otherwise lawful controlled substances in their systems while on duty.

4. Alcohol Use, Possession, Impairment. All students are prohibited from distributing, dispensing, possessing, using or being impaired or intoxicated by alcohol while on duty. For the purpose of this policy, a student is presumed to be impaired, intoxicated, or under the influence of alcohol if a blood test or other scientifically acceptable testing procedure shows that the student has a level of at least .04% blood alcohol in his or her system at the time of testing.

5. Off-Duty Conduct. Off-duty manufacturing, distribution, dispensation or possession of illegal or unauthorized substances is prohibited. Off-duty use of illegal drugs, alcohol or other controlled substances which results in impaired performance, including, but not limited to, absenteeism, tardiness, poor training performance, or which can be expected to cause harm to Company's image or relationship with its employees, other students, or the public, is prohibited.

6. Prescription Drugs. The proper use of medication prescribed by a physician is not prohibited. Company, however, does prohibit the misuse of prescribed medication. It is the student's responsibility to determine from his or her physician whether a prescribed drug may affect a drug test or impair training performance. A student should report to the applicable drug testing



laboratory or medical review officer the use of prescription or nonprescription drugs, or any other relevant information, that may affect drug tests. A student using drugs at the direction of a physician should notify his or her facility supervisor (the Director of Nursing for nursing students or Rehabilitation Services Manager for therapy students) if these drugs may affect his or her training performance, such as by causing dizziness or drowsiness.

7. Notification of Impairment. It shall be the responsibility of each student to report promptly to his or her facility supervisor any observation or knowledge that another student or Company employee is in a condition that impairs that individual's performance, presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy.

8. Drug Testing. Company may conduct drug tests, which may include testing for alcohol, in the following circumstances:

a. Student Who Has Applied To Participate in Clinical Training. All students applying to participate in clinical training at Company may have their participation conditioned on the passage of a drug test. Refusal to submit to or a positive confirmed drug test will make a student ineligible to participate in clinical training.

b. Reasonable Suspicion. A student may be required to submit to testing whenever a reasonable suspicion exists that he or she has violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, or involvement in a workplace or vehicular accident indicating a possible error in judgment or negligence.

c. Post-Accident Testing. Students may be required to submit to drug testing when they are involved in on-duty accidents that result in injury or damage to property.

d. Random Testing. Company reserves the right to test students on a random basis as a means to ensure that all students are complying with this policy. This type of testing results in an equal probability that any student from a group of students subject to testing will be selected and does not give Company discretion to waive the selection of a student who it selects for testing pursuant to its selection mechanism.

9. Discipline and Other Corrective Measures. All students who test positive in a substance test, refuse to submit to testing, tamper with a test specimen, or otherwise violate this policy will be immediately dismissed from the training program.

10. Confidentiality. Company will make efforts to keep confidential all information received by Company through substance testing. Company, however, cannot guarantee the confidentiality of all testing information. Company will not keep testing information confidential when such information is needed by Company in the defense of legal action brought by the student, when the person tested consents to the release of such information through a written consent form, or when otherwise required by state or federal law.



11. Drug Convictions. Any student convicted of a drug violation must notify his or her facility supervisor within five (5) days of such conviction.

Company asks for the understanding and cooperation of all students in implementing this policy.

THIS POLICY SHOULD NOT BE CONSIDERED AS CONTRACTUAL IN NATURE. IT REPRESENTS THE COMPANY'S CURRENT STANDARDS FOR DEALING WITH A SERIOUS NATIONAL PROBLEM. THIS POLICY IS SUBJECT TO CHANGE BY COMPANY WITH OR WITHOUT NOTICE.

I have read and understand this Drug and Alcohol Policy, and I agree to abide by its terms.

I consent to submit to urinalysis or other drug or alcohol test at any time as a condition of my initial or continued participation in the clinical experience at Facility. I authorize any laboratory or medical provider to release test results to Company. I release any legal claims I may have against Company, its officers, agents and associates for requiring tests and any adverse action taken as a result of tests or test results.

Student's Signature

Date

Student's Name (*Print*)

Parental Signature
(*if Student is under 18 years old*)

Date

Parental Name (*Print*)

