

CLINICAL AFFILIATION AGREEMENT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

THIS AGREEMENT made this ____ day of _____, 2016, between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, 600 SE 3rd Ave, Fort Lauderdale, FL 33301, (hereinafter referred to as the "SCHOOL") and Correct Care, LLC, 1283 Murfreesboro Road, Suite 500, Nashville, Tennessee 37217 (hereinafter referred to as "CC LLC" for the purposes of providing a supervised learning experience to students enrolled in the "SCHOOL's" Mental Health Technicians Program (the "Program").

WHEREAS, SBBC is conducting educational programs through Health Science Education for the purpose of providing skilled workers for the health service industry in the fields of service which is attached hereto and incorporated herein by reference; and

WHEREAS, CC LLC has the clinical facilities necessary to assist in the provision of the said educational programs and desires to participate in the education programs for the benefit of the entire community.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

In consideration of the mutual promises hereinafter contained, the SCHOOL and CC LLC agree as follows:

1. TERM

Unless terminated earlier of this agreement, the term of this Agreement shall begin on the date it is fully executed by both parties and conclude on August 1, 2017. Either party hereto may, at any time during the term of the Agreement, with or without cause, terminate this Agreement upon thirty (30) days written notice to the other party.

2. SCHOOL RESPONSIBILITIES

SCHOOL agrees:

- A. To assume full responsibility for the planning and the execution of the curriculum for its nursing and other related field students, including the administration, curriculum content and faculty appointments.
- B. To provide a clinical assignment schedule of dates for the periods throughout the academic year.
- C. That students assigned for clinical experience will receive no compensation.
- D. That the number of students assigned to CC LLC at any given time will be determined by mutual agreement.

- E. To assure that students conform to the rules, regulations and policies of CC LLC.
- F. All health science education students at Atlantic, McFatter and Sheridan Technical Colleges, as well as the practical nursing students who participate in a clinical experience at a hospital, nursing home or other clinical facility, must take and successfully pass a criminal background check and a ten panel drug screening test. In accordance with the reemployment regulations and guidelines of the hospital, nursing home or clinical facility, students may be denied program entrance. The results of the criminal background check and drug screening tests will be discussed with the student and his/her parent or guardian, if required.
- G. To assure that students meet the SCHOOL and CC LLC health requirements.
- H. That it will have full responsibility, through its faculty, for the evaluation and grading of all students.
- I. To maintain a student instructor ratio not to exceed 10 to 1.
- J. To provide notice to CC LLC the number of students, if any, to be placed with CC LLC during the upcoming academic year.

3. CC LLC RESPONSIBILITIES

CC LLC agrees:

- A. To perform or cause to have performed the necessary background checks on each student for security clearance prior to the state date.
- B. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings of the students and faculty.
- C. To provide the necessary supplies, facilities and supervision as may be required to insure quality education for the students without impairing quality patient care. CC LLC does not have locker room space or a library for student use. CC LLC will provide a designated area for students to store their personal belongings.
- D. To provide an orientation of its plants, facilities, and procedures for the SCHOOL's students and faculty.
- E. To provide emergency care for students in case of illness or accident. However, CC LLC shall not be responsible for any further care. In no event shall CC LLC be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. SCHOOL shall be promptly notified by any such occurrence, and SCHOOL and student shall be responsible for and indemnify CC LLC against payment of any medical expenses or other costs incurred.
- F. To allow students and faculty to use the dining facilities, if available, but the cost of meals may be required to be paid by the individual at established rates.
- G. To allow any student currently placed with CC LLC to complete the practicum prior to its termination unless such student has violated any CC LLC policy, procedure or instruction or has engaged in any activity outside of the scope of his/her allowed responsibilities.

4 **MUTUAL OBLIGATIONS**

The parties hereto mutually agree that:

- A. Responsibility for planning the student's clinical experience will be jointly shared by CC LLS staff and the SCHOOL Instructors, subject to all times to the policies, rules and regulations of CC LLC.
- B. Student curriculum, attendance and scheduling shall be under the direction of the SCHOOL so long as they do not conflict with CC LLS's policies, rules and regulations.
- C. Students are not employees of either party during anytime in which they participate in this program. Participation in this program by any student is completely voluntary and in no way creates any express or implied contractual obligation by CC LLC to the student, whether past or present.
- D. The SCHOOL reserves the right to withdraw from this Agreement in the event that CC LLC loses its accreditation, or if other such changes occur which may be contrary to the requirement for licensing or certification for students in the program
- E. Any determination to terminate any student's participation in the program, at any time, shall be mutually discussed and determined by the parties. However, the SCHOOL will indemnify CC LLC for any and all liability, claims or costs (including attorneys' fees) arising out of student's participation in or termination from the program described in this agreement or from the SCHOOL.
- F. The student of the SCHOOL will start his/her clinical experience program as determined by the mutual Agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the SCHOOL and CC LLC.

5. **REGULATORY COMPLIANCE**

The SCHOOL and CC LLC agree that each shall comply with all applicable requirements of Federal, State, County, and Municipal authorities, all applicable County and Municipal ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of the contract. These include, without limitation of the foregoing:

Regulatory and statutory requirements of the [STATE LICENSING BOARD FOR OCCUPATION] and any and all applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, national origin, veteran's status, disability or other protected class as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

6. **INSURANCE**

The SCHOOL shall submit to CC LLC a copy of a policy or Certificate of Insurance, indicating that the SCHOOL has general liability insurance, including coverage for any acts of negligence of its students or faculty in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year. The SCHOOL shall also provide coverage for property damage in the minimum amount of \$100,000 per occurrence and up to \$500,000 per occurrence. The SCHOOL shall also ensure that students in the program have obtained Student Malpractice Insurance with liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year prior to commencing the program. Said policies shall name CC LLC as an additional insured, and shall provide proof that the insurance company will not cancel said policy of insurance without providing the Director of Insurance of CC LLC thirty (30) days advance written notice thereof. CC LLC is not responsible for providing workers' compensation coverage to the SCHOOL or the students or for any injuries occurred while arising out of any student's participation in the program. If such coverage is required by law, the SCHOOL will be responsible for acquiring it and ensuring it is in place for any person from the SCHOOL who provides services hereunder.

7. **INDEPENDENT CONTRACTOR**

Both CC LLC and the SCHOOL are independent contractors. It is not intended that any employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between CC LLC and the SCHOOL or CC LLC and any participating student. Rather, in discharging all duties and obligations hereunder, CC LLC shall at all times be in and remain an independent contractor relationship with the SCHOOL.

Neither CC LLC nor the SCHOOL is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either CC LLC or the SCHOOL, nor shall it in any way alter the control of the management, operation, and affairs of either CC LLC or the SCHOOL, it being the intent of the Agreement that CC LLC and the SCHOOL shall maintain separate and independent management, and each has full unrestricted authority and responsibility regarding its organization and structure.

Neither party, by virtue of the Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this Agreement in connection with any matters outside of the scope of this Agreement.

8. **INDEMNIFICATION**

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By CC LLC: CC LLC agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by CC LLC, its agents, servants or employees; the equipment of, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of CC LLC or the negligence of CC LLC agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by CC LLC, SBBC or otherwise.

9. NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

10. ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between parties with respect to any services of CC LLC for the SCHOOL, and this Agreement contains all of the covenants and agreements between the parties with respect to this agreement for services: The parties agree that no oral representatives or written representatives, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.

11. MODIFICATION

CC LLC or the SCHOOL may from time to time request changes in the scope of the service to be performed hereunder. Such changes shall be valid only if incorporate as a written and signed amendment to this Agreement.

12. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the law of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

13. STUDENT RECORDS

Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality

of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

14. NOTICES

All Notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail postage prepaid, addressed as follows:

As to CC LLC:

Correct Care Solutions, LLC
1283 Murfreesboro Road
Suite 500

Nashville, Tennessee 37217
Attn: General Counsel

As to the SCHOOL:

Superintendent of Schools
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
600 SE 3rd Avenue
Fort Lauderdale, FL 33301

With a Copy to:

Principal
Atlantic Technical College
The School Board of Broward County, Florida
4700 Coconut Creek Parkway
Coconut Creek, Florida 33063

FOR CC LLC

(Corporate Seal)

Correct Care, LLC

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

Signature - Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office of
the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.07.06 09:36:01 -04'00'

Office of the General Counsel