

EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT

This Educational Institution Affiliation Agreement (“Agreement”) is by and between The School Board of Sarasota County, Florida on behalf of Suncoast Technical College (“Educational Institution”) and Life Care Center of Punta Gorda (“Facility”), dated as of the 24th day of March, 2023 (“Effective Date”). This Agreement supersedes any prior agreements between the parties concerning the matters contained in this Agreement.

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 foregoing, this Agreement may be terminated by either party with or without cause by giving a thirty (30) day 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. In the event Educational Institution procures a “claims-made” policy to meet the insurance requirements herein, the party agrees to purchase “tail” coverage upon the termination of any such policy or upon termination of this Agreement. Said “tail” coverage shall provide for an indefinite reporting period. Educational Institution shall provide Facility,



upon execution of this Agreement and on request thereafter, certificates of insurance evidencing such coverage, attached hereto as Exhibit A. Educational Institution shall provide Facility with a thirty (30) day 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. Ensure that all students provided to Facility under this Agreement are adequately and properly qualified in accordance with all applicable laws, rules, and regulations and are additionally free from all types of findings that would be in violation of this provision or Facility's current policies and procedures.

(i) At a minimum and at Educational Institution's sole expense, Educational Institution represents and warrants that it shall perform all background checks and other assessments in accordance with all applicable policies and procedures for each student prior to such student providing any care and/or service(s) to Facility and/or its residents, including, but not limited to, Social Security Number tracing for the purpose of obtaining a seven (7) year address and alias name history, address history, a county, state, and/or federal criminal background check(s), as required by state law or as otherwise required by Facility, a sex offender registry check, licensing and certification history and verification, which may include abuse registry searches, Fraud and Abuse Control Information System Sanctions Check ("FACIS III") or similar check, in which at a minimum will include both the Office of Inspector General's ("OIG") as well as the General Services Administration's System for Award Management ("SAM") website and database check, and may include fingerprint identification analysis and/or any other information generally protected by the Fair Credit Reporting Act ("FCRA") (if applicable), all *collectively* in accordance with all then-current applicable laws, rules, regulations, policies, and/or procedures.

(ii) Educational Institution agrees that it will provide Facility with a completed Attestation Form, attached to and expressly incorporated into this Agreement as Exhibit B, as to represent and warrant that the requirements of this provision have been and will continue to be completed for each of Educational Institution's students and all such results and findings are in accordance with all applicable rules, regulations, and policies prior to any student providing any care and/or service(s) on behalf of Educational Institution to Facility or its residents at any and all applicable times in relation to and for the duration of this Agreement.



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 ensure that each student signs and delivers to Facility prior to the beginning of the clinical assignment a copy of the form "Confidentiality Understanding" (a sample of which is attached hereto as Exhibit C) and the form "Life Care Centers of America, Inc.'s Drug and Alcohol Policy", to be provided by Facility.

j. Inform and educate its students regarding the possibility of potential exposure to contagious illness(es) as well as other infectious disease(s) (e.g., COVID-19, etc.) as a result of such student's participation under this Agreement. As an expressed acknowledgement of this requirement, Educational Institution shall confirm that each student signs and delivers to Facility a completed copy of the "Waiver and Release of Liability" form prior to such student beginning a clinical assignment in relation to Facility (a sample of which is attached hereto as Exhibit D).

(i) In addition to the above subsection, Educational Institution shall ensure that it completes all necessary COVID-19 testing for each student to be assigned at Facility both immediately prior to such student's first day of assignment at Facility as well as on a continual basis thereafter, and that such student's COVID-19 testing results support that such student does not have a confirmed case of COVID-19, as required by Facility and/or all applicable laws, rules, and regulations.

(ii) Educational Institution further acknowledges and agrees that Facility may refuse to accept and/or cancel any student assignment under this Agreement in the event that Educational Institution has not completed an initial COVID-19 test and/or any subsequent COVID-19 test(s) for such student per this subsection's requirements as well as in accordance with all applicable laws, rules, and/or regulations, in Facility's sole discretion.

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 care-giver licensed in the discipline in which supervision is to be provided. Subject to all other terms of this



Agreement, Facility will take reasonable precautions to ensure that student's assignment at Facility will not include services to residents with contagious illnesses or infectious diseases (e.g., COVID-19, etc.) or tasks in a unit with such residents. Students shall work, perform assignments, participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of supervisors designated by Facility. Should student test positive or develop any sign(s) or symptom(s) of a contagious illness(es) or infectious disease(s), Facility may halt and/or postpone an active clinical assignment, as deemed necessary by Facility.

(i) Facility may, at Facility's discretion and cost, conduct subsequent COVID-19 testing of students after Educational Institution's initial testing.

d. Remind students that 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 a thirty (30) day 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. FERPA. Information about the Educational Institution's students can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g) ("FERPA"). The parties agree to protect these records in accordance with FERPA and all applicable policies and procedures. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other party so that each can perform its respective responsibilities under this Agreement.



8. 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 address set forth below:

If to Facility:

Life Care Center of Punta Gorda
Attn: Executive Director
450 Shreve Street
Punta Gorda, FL 33950-3325

If to Educational Institution:

School Board of Sarasota County
Suncoast Technical College
1960 Landings Blvd.
Sarasota, FL 34231

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.

9. 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 this Agreement and any of its rights or obligations hereunder to any affiliated entity and/or in connection with the transfer or sale of all or substantially all of the portion of its business to which this Agreement relates, or in the event of its merger or consolidation or change in control or similar transaction, provided that the assigning party provide the other party with at least thirty (30) days advanced written notice of such assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each party, and the name of a party appearing herein shall be deemed to include the names of such party's successors and permitted assigns to the extent necessary to carry out the intent, responsibilities, and obligations of this Agreement. Any attempted assignment not in accordance with this section shall be void, and in the event of any violation of this section, the non-assigning party may immediately terminate this Agreement in accordance with this Agreement's related terms.



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.

k. No liability shall be incurred by either party to this Agreement based on any delay or discontinuation of performance and/or any other claim or action caused by or as a result of any act of God, such as, but not limited to, war, fire, national and/or state emergency, labor strike, disease, pandemic, epidemic, natural disaster, governmental act, rule, and/or regulation, or any other act that was not reasonably foreseeable and was beyond the control of the applicable party to this Agreement, notwithstanding such party's gross negligence or willful misconduct.

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 for review at: <https://lcca.com/about/contractors-and-agents>.

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

FACILITY:

LIFE CARE CENTER OF PUNTA GORDA

By: _____

Elizabeth Brust

Name: _____

Elizabeth Brust

Title: _____

Executive Director

Date: _____

3/24/23

EDUCATIONAL INSTITUTION:

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
ON BEHALF OF SUNCOAST TECHNICAL COLLEGE

By: _____

Name: _____

Bridget Ziegler

Title: _____

Chair

Date: _____



Exhibit A



Lynn Peterson, Supervisor
Risk Management
Lynn.Peterson@SarasotaCountySchools.net
1960 Landings Blvd., Sarasota, FL 34231
941-927-9000, ext. 32315 -

January 11, 2023

TO WHOM IT MAY CONCERN:

This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until rescinded by official action of the School Board.


Lynn Peterson
Risk Manager

STATE OF FLORIDA
COUNTY OF SARASOTA

WITNESS my hand and official seal

this 11 day of January 2023.



JARETT THOMAS CURTIS
Commission # HH 188408
Expires December 28, 2025
Bonded Two Hundred Notary Services


Notary Public, State at Large
My Commission Expires:

SarasotaCountySchools.net





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Ft. Washington, PA. 19034	CONTACT NAME	
	PHONE (AC No. Ext): 312-381-2702	FAX (AC. No.):
	E-MAIL ADDRESS:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Casualty Company of Reading, Pennsylvania	NAIC # 20427
INSURED The Students of the Schools of the School Board of Sarasota County, Florida 1960 Landings Blvd. Sarasota, FL 34231	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	TYPE OF INSURANCE	PRODUCER (INSR / WVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA. ACCIDENT) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIREN AUTOS <input type="checkbox"/> NON-OWNED AUTOS					CONTINUED SHALLS LIMIT (EA. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		127309524	07/01/2022	07/01/2023	\$1,000,000 Each Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Students, faculty/advisors and the school are covered under this policy.

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Affinity Insurance Services, Inc.



EXHIBIT B

ATTESTATION FORM TO EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT

On behalf of Educational Institution, I acknowledge and attest to Facility that:

- i. Educational Institution has or will complete a background check in accordance with the Agreement and its incorporated documents, conducted by itself or on its behalf, of each individual student provided to Facility;
- ii. Such background check has or will be conducted *prior* to such individual student providing unsupervised care and/or service(s) on behalf of Educational Institution to any Facility resident; and
- iii. Educational Institution represents and warrants that only students whose background check and/or other assessment(s) includes information that does not deviate from the Agreement and its incorporated documents, Facility's current policies or procedures, or any other applicable law, rule, regulation, or policy have been and will be allowed to provide unsupervised care and/or service(s) on behalf of Educational Institution to any Facility resident.

I further acknowledge and attest to Facility that Educational Institution has in its possession and will maintain all background investigations, checks, and other assessments required by the Agreement and its incorporated documents for each currently known student in relation to the Agreement, and that Educational Institution will possess and maintain all such background investigations, checks, and other assessments for each individual student who is provided to Facility in relation to the Agreement. Upon request, Educational Institution agrees to provide Facility a full copy of any and all applicable background check reports and other documentation no more than fifteen (15) calendar days following such request.

Educational Institution will immediately notify Facility in the event that it receives notice or knowledge of any amendment, change, and/or modification to the aforementioned information in relation to any provided student. Educational Institution agrees it is solely responsible for any and all costs, damages, claims, liabilities, and/or judgements which arise due to Education Institution's negligence, wrongdoing, or failure to uphold the obligations and covenants made in the Agreement and this Attestation Form. Any costs, including reasonable attorney's fees, for damages, claims, liabilities, and/or judgements incurred at any time by Facility as a result of a violation or failure to perform any obligation or covenant made in the Agreement or this Attestation Form shall be paid for, or reimbursed by, Educational Institution.

EDUCATIONAL INSTITUTION:

**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
ON BEHALF OF SUNCOAST TECHNICAL COLLEGE**

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT C

--- SAMPLE ---

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 Punta Gorda ("**FACILITY**") and The School Board of Sarasota County, Florida on behalf of Suncoast Technical College ("**EDUCATIONAL INSTITUTION**"). **STUDENT** acknowledges that, as a material part of the consideration provided to **FACILITY** in exchange for **FACILITY** allowing **STUDENT**'s clinical education at **FACILITY**, **STUDENT** agrees that any resident information acquired during the clinical education is confidential, and that **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 **STUDENT** and terminate **STUDENT**'s clinical education if, in the opinion of **FACILITY**, **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 for review at: <http://lcca.com/contractors-and-agents/>.

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 a Minor*)

Date

Witness (Print)



EXHIBIT D

--- SAMPLE ---

WAIVER AND RELEASE OF LIABILITY

By signing and dating this *Waiver and Release of Liability Form* ("Form"), the undersigned **STUDENT** indicates an understanding of, and agrees to be bound by its terms and conditions, in connection with the participation in a clinical assignment under the Educational Institution Affiliation Agreement between Life Care Center of Punta Gorda ("**FACILITY**") and The School Board of Sarasota County, Florida on behalf of Suncoast Technical College ("**EDUCATIONAL INSTITUTION**").

STUDENT agrees that he/she has received education regarding potential exposure to contagious illnesses and infectious diseases (e.g., COVID-19, etc.) from **EDUCATIONAL INSTITUTION**.

STUDENT acknowledges that **FACILITY** will take reasonable precautions to ensure that **STUDENT**'s assignment at **FACILITY** will not include services to residents with contagious illness or infectious disease or tasks in a unit with such residents. However, by signing this Form and participating in a clinical assignment in relation to **FACILITY**, **STUDENT** accepts that there is inherent risk of potentially coming in contact with a resident(s) or another individual(s) who has or may have a contagious illness or infectious disease.

STUDENT acknowledges that should **STUDENT** test positive or develop any signs or symptoms of a contagious illness and/or infectious disease, **FACILITY** may halt or postpone any active clinical assignment(s), as deemed necessary by **FACILITY**.

STUDENT expressly releases and holds harmless **LCCA** and **FACILITY** from any claims, damages or liabilities, for the exposure to and possible contraction of a contagious illness and/or infectious disease relating to or resulting from **STUDENT**'s participation in a clinical assignment. This Form includes without limitation claims resulting from any actual or claimed negligent acts of **FACILITY**, whether active or passive.

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

Student's Signature

Date

Student's Name (Print)

Witness' Signature (*Parental Signature if Student is a Minor*)

Date

Witness (Print)

