

CLINICAL EDUCATION AFFILIATION AGREEMENT

THIS CLINICAL EDUCATION AFFILIATION AGREEMENT (this “Agreement”) entered into this ____ day of _____, 20__ (the “Effective Date”), by and between **The Institute for Accelerated RN Success Inc.**, whose principal address is 2801 SW College Road, Suite 1B, Ocala FL 34474 (“College”), and _____, (“Facility”), whose address is _____.

W I T N E S S E T H:

WHEREAS, College and Facility desire that the public interest be served by ensuring a continuing source of competent health care professionals;

WHEREAS, College desires that College students (“Students”) enrolled in those certain health-related programs offered by College set forth hereto obtain clinical experience at Facility;

WHEREAS, Facility is willing to provide the necessary facilities for such clinical experience for Students; and

WHEREAS, the parties acknowledge and agree that use of the term “Facility” throughout this Agreement shall apply only to such Facility as the context may require.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Program.

Subject to the terms of this Agreement, College and Facility agree that they each have the option, but not the obligation, of having Students participate in clinical training at Facility, which training will be planned and implemented, with the assistance of Facility staff, by faculty members of College (the “Program”). The number of Students to participate in the Program at

any one time, and the schedule of hours for such Program shall be mutually agreed upon by the parties hereto throughout the term of this Agreement. College shall assign full-time faculty or other qualified instructors to participate in the Program (“Faculty Members”), each of whom shall possess appropriate academic credentials and/or be appropriately certified, licensed or registered as required by law or regulations for their profession.

2. Responsibility for the Program.

(a) College shall remain ultimately responsible for the educational content of the Program and for the control and supervision of Students and Faculty Members. College shall designate a Faculty Member(s) to be responsible for overseeing the coordination and implementation of the Program, to act as liaison with Facility and to be available for scheduled conferences at reasonable times with applicable staff at Facility to discuss the progress of the Program and/or any problems or issues that may arise.

(b) Facility shall designate a staff member(s) to assist in coordinating the activities of the Program at Facility, to act as liaison with College and to be available for scheduled conferences at reasonable times to discuss the progress of the Program and/or any problems or issues that may arise.

3. Responsibilities of College.

(a) College shall only assign Students to the Program who are in good standing with College, possess a satisfactory record and who have met the minimum requirements established by College for the Program. College shall, upon request, provide Facility with information relevant to a Student’s clinical affiliation including, but not limited to, previous clinical experiences and special interests. College shall ensure that all Students have been screened for drugs prior to entry into the Program and will be subject to random screening throughout the

Program. College shall further ensure that Students and Faculty Members comply with all background screening requirements as required by Facility and applicable law and those persons have been tested for communicable diseases prior to entry into the Program.

(b) College shall require Students and Faculty Members to become acquainted with Facility's rules, regulations, policies and procedures prior to participation in the Program or any activities at Facility and shall require Students and Faculty Members to comply with such rules, regulations, policies and procedures, including policies relating to the confidentiality of patient records, in addition to College's own applicable policies and procedures. Facility shall assume the responsibility for informing College of any changes in its rules, regulations, policies or procedures.

(c) College shall maintain overall responsibility for the curriculum, instruction, academic evaluation and related academic matters concerning Students participating in the Program. College shall provide Facility with such evaluation forms or other reports to be used by Facility, at College's reasonable request, to evaluate the progress of each Student. College shall be responsible for assigning all final grades for Students participating in the Program.

(d) College shall ensure that each Student, prior to participation in the Program, has on file with College any necessary health forms and that each Student has completed any necessary physical examinations or vaccinations that may be required by Facility or applicable law.

(e) If requested by Facility, all Students and Faculty Members shall wear identification badges while at Facility denoting their status with College.

(f) College shall require all Students and Faculty Members to be responsible for their own meals and other expenses while at Facility.

(g) College acknowledges and agrees that Facility shall not be responsible for any salaries, taxes, insurance or other costs of Students, Faculty Members or College's other employees or agents. College is responsible for its own debts, obligations, acts and omissions including, but not limited to, social security, health insurance, unemployment compensation, sickness and accident disability insurance, worker's compensation and the payment of all required withholding, social or other taxes and benefits of its Students, Faculty Members and other employees or agents, as applicable.

(h) College and all Students and Faculty Members shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations and policies of Facility and Facility's medical staff, regarding the confidentiality of any medical records or other patient information. College acknowledges that it along with its Students and Faculty Members are obligated to comply with the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Federal Privacy Regulations"). Accordingly, College will instruct all Students and Faculty Members to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of performing their duties at Facility. College agrees not to use or further disclose any PHI other than as permitted by HIPAA requirements and the terms of this Agreement. College will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

(i) College shall notify all Students and Faculty Members of their obligations pursuant to this Agreement prior to allowing such Students or Faculty Members to participate in the Program, and shall inform Students and Faculty Members that they must comply with the requirements of this Agreement. College shall be responsible for any breach of this Agreement by any Student or Faculty Member.

(j) College shall require all Students to execute the Informed Consent/ Liability Waiver in the form attached hereto as Exhibit B, and College shall deliver copies of same to Facility prior to any such Student's participation in the Program.

4. Responsibilities of the Facility.

(a) Facility shall provide the facilities, equipment, and support personnel reasonably necessary for the conduct of the Program.

(b) Facility's personnel shall provide direction of Students in the provision of direct patient care and other clinical activities. Facility shall remain ultimately responsible for the overall care of its patients and Facility personnel shall make all decisions regarding patient care. In the event of a difference of opinion concerning the care of a patient, the decision of Facility personnel shall control.

(c) Facility shall not substitute Students or Faculty Members for paid Facility staff for any purpose, function or task while Students or Faculty Members are participating in the Program at Facility and no Student or Faculty Member shall be considered to be an employee or agent of Facility during the Program.

(d) Any personnel of Facility who are providing any instruction during the Program shall possess appropriate academic credentials and/or be appropriately certified, licensed or registered as required by law or regulation for their profession.

(e) Facility shall maintain the confidentiality of all Student records produced by it or furnished to it by College and shall not disclose information except as required by law or as required to perform its obligations to its residents or as College may request for its own use or as a Student may direct.

(f) Facility shall notify College promptly of any situation or problem, which threatens a Student's successful completion of the Program, or of any inappropriate behavior or misconduct on the part of any Student or Faculty Member.

(g) Facility reserves the right to remove, in its sole discretion, any Student or Faculty Member from the Program at any time who does not meet Facility's professional or other standards or who does not comply with any Facility policies or procedures or those of any authority directing Facility, upon notice to and consultation with College; provided, that Facility shall be entitled to remove any such Student or Faculty Member from its facilities immediately if, in Facility's sole discretion, the situation so requires.

(h) Facility shall ensure that its facilities and the operation thereof are in compliance with all applicable medical, state and local laws, rules, regulations and standards.

(i) Facility shall provide a copy of its current rules, regulations, policies or procedures pertaining to the Program to Students and Faculty Members. Facility may provide an orientation for Students and Faculty Members to acquaint them with Facility and such rules, regulations, policies or procedures.

5. Joint Responsibilities.

(a) Both parties shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and shall assure that they will not discriminate against any Student or Faculty

Member as to any aspect of the Program because of race, color, creed, sex, age, religion, national origin, or sexual orientation.

(b) The parties shall meet as often as reasonably necessary to plan the schedule for the Program. The parties agree to use their best efforts to resolve any problems or issues that arise during the Program through discussion.

6. Insurance and Indemnification.

(a) College represents that it shall at times have in effect professional liability insurance, for itself, Students, Faculty Members and any other persons acting on its behalf pursuant to this Agreement with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Such insurance shall cover all causes of action, claims, demands, liabilities, losses, damages, judgments or expenses of every kind and nature, including without limitation, all costs and attorneys' fees hereafter required as a result of or arising out of any negligent acts or omissions of the College, Students, Faculty Members or College's employees and agents in connection with and pursuant to this Agreement. College shall also maintain during the term of this Agreement and any renewal thereof general liability insurance with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. College warrants that it will keep such professional and general liability insurance in full force and effect to respond to any claims arising out of the actions or omissions of the College, its Students, Faculty Members, employees and agents during the term of this Agreement and for at least two years following the expiration or earlier termination of this Agreement. Evidence of this liability insurance shall be furnished by College to Facility upon request. Such policies should also specifically name the Facility as additional insureds. College shall provide Facility with at least thirty (30) days prior written notice in the event such

insurance coverage is cancelled or materially changed. Cancellation of such insurance without an adequate replacement policy shall be grounds for immediate termination of this Agreement by the Facility.

(b) College shall provide evidence of workman's compensation insurance for all Faculty Members and any other employees who shall be on Facility premises pursuant to this Agreement.

(c) College shall indemnify and hold harmless Facility and their respective officers, directors, affiliates, agents and employees, from and against any and all claims, liabilities, losses, damages, costs, expenses and causes of action arising out of the acts or omissions of College, Students and/or Faculty Members in connection with this Agreement. College shall pay all claims, liabilities, losses, damages, costs, expenses (including, without limitation, attorney fees) or causes of action of any nature whatsoever which may result from such acts or omissions. This obligation shall survive termination of this Agreement.

7. Term of Agreement.

(a) The term of this Agreement shall be for one year, commencing on the Effective Date, and shall be automatically renewed for successive one (1) year periods unless either party notifies the other of its intent not to renew within ninety (90) days prior to the expiration of any term.

(b) Notwithstanding anything to the contrary herein, either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party.

(c) Notwithstanding anything to the contrary provided herein, Facility shall be entitled to terminate this Agreement with immediate effect if, in its sole discretion, it determines that the continuation of this Agreement endangers any of its residents.

(d) Subject to sections 4(g) and 7(c) hereof, in the event of any non-renewal or termination of this Agreement, Students then in the Program shall be allowed to complete the Program; provided, that in no event shall the Students' participation in the Program at Facility extend beyond three (3) months from the date of termination hereof. In the event of such non-renewal or termination, no new Students will be allowed to enroll in the Program.

8. Use of Name.

Unless otherwise provided herein, neither party shall use the name of the other for any commercial promotion, advertising or marketing without the prior written consent of the other party. Furthermore, the parties agree to consult with each other and obtain written consent before issuing any press releases or otherwise making any public statements with respect to the transactions contemplated herein.

9. Miscellaneous.

(a) This Agreement sets forth the entire Agreement and the understanding of the parties as to the matters contained herein. This Agreement shall not be modified or amended except in writing and signed by both parties.

(b) Notwithstanding anything to the contrary provided herein, sections 3(h), 6, 7 and 8 shall survive the expiration or earlier termination of this Agreement.

(c) The parties expressly intend that as to this Agreement, the parties shall be independent contractors, have no relationship other than the one created by this Agreement, and that the parties shall not receive any benefits other than those expressly provided herein. This

Agreement does not constitute a joint venture or partnership between the parties. Furthermore, this Agreement shall not be construed or deemed to create any rights or remedies of any person not a party hereto. The parties expressly intend that no agent, servant, contractor or employee of one party shall be deemed an agent, servant, contractor, or employee of the other party.

(d) Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. No party may assign this Agreement without the prior written consent of the other party, the consent of which shall be given at that party's sole discretion.

(e) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate, or be construed to constitute, a waiver of any subsequent breach of the same, or any breach or violation of any other provision hereof. All remedies, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative.

(f) Any notices required or permitted under this Agreement shall be served personally or by certified mail return receipt requested at the addresses set forth on the first page of this Agreement.

(g) This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Florida.

(h) The parties hereby agree to submit any suit, action or proceeding arising out of or relating to the Agreement to the exclusive jurisdiction of the United States District Court for the Middle District of Florida or if jurisdiction is not available therein, to the jurisdiction of any state court in Hillsborough County, State of Florida, and waive any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including,

without limitation, any argument that jurisdiction, sites and/or venue are inconvenient or otherwise improper.

(i) Each party to this Agreement agrees to comply with all applicable federal, state and local laws, rules and regulations.

(i) If any provision of this Agreement is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the parties under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof; the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

(SIGNATURES FOLLOW)

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their
duly authorized officers, all on the day and year first set forth above.

THE COLLEGE

**Inst. Accelerated RN Success, Inc.
2801 SW College Road, Suite 1B
Ocala, FL 344474
352-229-8581**

By: _____
Name: Dr Lyntressa D Grant DNP
Title: CEO/Administrator

Date: _____

THE FACILITY

By: _____
Name:
Title:

Date: _____

ADDENDUM TO CLINICAL EDUCATION AFFILIATION AGREEMENT

INFORMED CONSENT / LIABILITY WAIVER

As a student enrolled in a health-related program (“Program”) at [_____]
 (“College”), I understand that the required clinical experience in a health care facility may
 expose me to environmental hazards and infectious diseases including, but not limited to
 Tuberculosis, Hepatitis B, and HIV (AIDS).

Neither College nor [INSERT NAME OF FACILITY] (“Facility”) or any of its officers,
 directors, employees, affiliates, agents or other representatives (collectively, “Representatives”)
 assumes liability if a student is injured or exposed to infectious disease at Facility during
 assigned clinical experiences. As a student, I understand that I am responsible for the cost of
 health care for any personal injury/illness that occurs during my education. *Students must
 purchase their own health insurance.*

Every Student is required to carry professional liability insurance while enrolled in clinical
 courses.

Each student also is responsible for adhering to the policies and procedures of the Program as
 well as the policies and procedures of Facility.

My signature on this form confirms that I understand and assume responsibility for the inherent
 risks involved in being a student in the Program at College and Facility, and for adhering to the
 above policies.

NAME _____

SIGNATURE _____

DATE _____

ACKNOWLEDGED BY:

[INSERT NAME OF COLLEGE]

Name: _____

By: _____

Title: _____