CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT (the **"Agreement")** is entered into this 12th day of January 2015 by and between the **FIRST BAPTIST CHURCH SENIOR CENTER** and **UNIVERSITY OF THE DISTRICT OF COLUMBIA RN to BSN Nursing Program** (**School"**) which has its main place of business in Washington, DC.

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences. (See Exhibit B for the program title and program specific requirements) in connection with students of the School.

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

A. SCHOOL RESPONSIBILITIES:

1. The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.

2. The School shall provide proof to the Facility, of professional liability insurance policy of at least One Million Dollars ($1,000,000.00) per occurrence or claim and Three Million Dollars ($3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility.

(a) General Liability: Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party.

(b) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(c) Provided further, in the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

4. Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Regular communication will be jointly maintained by appropriate the School and the Facility staff for the purpose of reviewing and evaluating current clinical experiences being offered to students.

5. **Removal of Students**.

(a) The School has the right to remove a student at any time from the practicum at the Facility. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in the practicum from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of the Facility's patients, staff members, visitors, or to the Facility's operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, Facility shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for (1) year, to commence on **January 12, 2015**. ("Initial Term"). Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days' prior written notice to the other party. At the end of the Initial Term, the parties may, by further written agreement, renew this Agreement for additional terms of one year upon the same terms and conditions. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

1. Qualifications. The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.

2. Assignment. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

3. Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.