



**BANYAN TREATMENT CENTERS NURSING STUDENT
SUBSTANCE ABUSE TESTING POLICY & CONSENT FORM**

Clinical rotation with Banyan Treatment Centers is contingent pending our prescreen process in full compliance with any applicable federal and/or state guidelines.

I agree and consent to taking any blood, "Breathalyzer," urinalysis test requested by Banyan Treatment Centers as part of standard procedure and authorize release of any test results to Banyan Treatment Centers. I understand that failure to consent to this will be considered a voluntary withdrawal of any application. I hereby give my consent to any drug or alcohol testing as may be required by the Company and authorize release of any such test results to Banyan Treatment Centers.

I authorize, without reservation, any party/agency contacted by Banyan Treatment Centers and its Affiliates to release the above information. I also release Banyan Treatment Centers and its Affiliates from any claims or liability resulting this information. I agree that a copy of this authorization for release is as valid as the original.

Name - First: Elani **Middle:** Kendal **Last:** Russell

Maiden Name(s) or Other Names Used: _____

SS#: 221-96-9022 **Race:** White **Sex:** Female **DOB:** 09/17/2002

Driver's License #: 2917 **DL State:** Delaware

Current Address: 1207 Tomahawk Lane

City: Felton **State:** DE **Zip Code:** 19943

Prior Address: 33 Switchgrass Lane

City: Felton **State:** DE **Zip Code:** 19943

Phone Number: 302-382-3184 **Email:** elanikendal@gmail.com

Student Signature: Elani Russell **Date:** 08/28/2021

Title VII of the Civil Rights Act of 1964 (Title VII) prohibits employment discrimination based on race, color, religion, sex, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, and genetic information. The company abides by all federal and state guidelines including FCRA.



NURSING STUDENT CLINICAL ROTATION AGREEMENT

The Nursing Student Clinical Rotation Agreement (the "Agreement") is made as of this 28 day of August 2023 by and between Banyan Treatment Centers (the "Company") and Elani Russell (Student Name) and The Margaret H. Rollins School of Nursing at Beebe Healthcare (School Name) (the "School").

In consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Engagement:** The Company hereby engages the Student Nurse, and the Student Nurse accepts such engagement to participate in Banyan Treatment Centers Student Education Program to provide the services as set forth in this Agreement for the consideration and upon the terms and conditions set forth in this Agreement.
2. **Relationship:** The relationship between the Company and Nursing Student shall be that of a cooperative relationship between the school, Nursing Student, and Banyan Treatment Centers. The student's role would be that of a primary learner, in which the Nursing Education Department will provide the student with assistance, and instructions on Nursing Student related activities. The student acknowledges that upon the student's ability they shall be able to be self-directed in Nursing Student activities (provided the student shall abide by the terms of this Agreement). The student acknowledges that the relationship between Banyan Treatment Centers is an academic experience. The student shall at no time represent themselves to be an employee, servant, or agent of the Company. The student agrees to observe all applicable rules, regulations, instructions, procedures and directives of the Organization as laid down in the Employee Handbook.
3. **Liability Responsibility of the Nursing Student:**
 - a. The Nursing Student acknowledges that Banyan Treatment Centers accepts no responsibility for costs arising from accidents and/or illness incurred during their rotation. The student agrees that they will hold Banyan Treatment Centers and its employees blameless for any personal injury that they might experience during the period they choose to be a Nursing Student at their facility.
 - b. The Nursing Student acknowledges and accepts responsibility for their own acts and will hold Banyan Treatment Centers and its employees blameless should their conduct lead to physical injury or property damage of others.
 - c. The Nursing Student agrees that they will advise the Nursing Student Instructor and appropriate staff members of, and may decline to participate in, any undertaking for which they are not confident or qualified to perform the activity requested.
 - d. The Nursing Student agrees to report serious problems, including safety and personnel problems, to the Nursing Instructor of applicable educational institution and the Director of Nursing.
 - e. The Nursing Student agrees to refrain from any conduct that would adversely reflect on Banyan Treatment Centers or on the receiving department/office and will not engage in any activity which is incompatible with the aims and objectives of Banyan Treatment Centers.



4. Term: The term of this Agreement shall commence on November 28th, 2023 (the “Effective Date of Rotation”) and shall continue for a period of five weeks ending on, December 7th, 2023 unless sooner terminated as provided for in this Agreement. Provided, however, that notwithstanding anything contained herein to the contrary, the Company may terminate this Agreement at any time upon notice to the Student Nurse. The contract Agreement will be null and void upon their completion of the rotation or early termination.
5. Duties of Student Nurse: During the Term, the Nursing Student shall be responsible to provide the services as set forth in Schedule A attached hereto and incorporated herein by reference.
6. Confidential Information and Records: During the term of this Agreement, the Company will provide the student with access to valuable Confidential Information (defined below) and/or trade secret information relating to the Company and its business, patients, customers, vendors and suppliers, which the Company has a legitimate interest in protecting from disclosure to competitors or the public. In exchange for this access to Confidential Information or trade secret information, the student will not during the term of this Agreement, or thereafter, directly, or indirectly use or disclose any Confidential Information or trade secret. The term “Confidential Information” shall mean, in whatever form (oral, written, or electronic), all non-trade secret or proprietary information including but not limited to business and financial information of the company, patient information, operational methods, marketing plans, and strategies. Upon completion or termination of their rotation the student shall promptly return all Confidential Information and embodiments thereof to the Company, and not retain any copies thereof.
Fees:
 - a. The student acknowledges that they will not be paid any compensation for the hours completed during their rotation.
 - b. The student understands that they may be asked to perform useful activities within the facility, but that they will not be used as an unpaid laborer to perform the work routines ordinarily performed by paid staff.
 - c. The student understands that their status as an unpaid Student Nurse may be maintained only for so long as they are receiving college credit for any activities at the agency, and they will advise the agency if this status changes.
7. Additional Warranties of Internship: The student represents and warrants to the Company that the student's agreement to perform activities/duties under this Agreement does not violate any agreement or obligation to which student may be bound to; and the activities/duties that the student partakes/participates in shall be performed in a professional manner and shall be of a high grade, nature and quality and shall be performed in a timely manner consistent with the terms and conditions of this Agreement.
8. Indemnification (exemption from incurred penalties or liabilities): The student shall indemnify, defend and hold harmless the Company and all of its employees and agents from and against all taxes, penalties, fines, damages, sanctions, losses, assessments, liabilities, claims, demands, judgments, suits, or other forms of liability, costs, obligations and other expenses, including reasonable attorneys' fees, whether or not resulting from third party claims, arising out of any act, omission, negligence or misconduct of the student or any of its agents or employees and any breach or other default or noncompliance with any agreement, representation, warranty or



covenant on the part of the student, its agents or employees contained in this Agreement or the provision of any of the services contained in or made pursuant to this Agreement, unless such damage is the result of the negligence or actions of Company or its agents. The student also agrees to defend, indemnify and hold harmless the Company and all of its employees from any claims made by the student including, but not limited to charges of discrimination brought through the State Department of Labor, the Equal Employment Opportunity Commission, the Workers' Compensation Bureau (or such similar department, commission or board other than State), fees and lawsuits alleging failure to comply with Federal and State wage and hour laws, wrongful termination, discrimination, denial of due process or other labor-related causes of actions resulting from employee discipline or termination, unless such claim or damage is the result of the negligence or actions of the Company or its agents. The student shall defend and indemnify the Company, with counsel of the student's choosing from employee claims of sexual harassment by a Contractor employee, unless such claim or damage is the result of the actions of the Company or its agents. The duty to defend includes the duty to pay actual attorney's fees incurred by the Company in defending such claims, and the duty to indemnify includes the duty to pay any award imposed by any administrative agency, judgment, or settlement. Furthermore, the student shall indemnify the Company for any benefits premium attributable to employee that employee is unable to pay.

Insurance: The student shall maintain general liability coverage during the period of their rotation. The student understand that they are responsible for sufficient health, accident, disability and liability insurance to cover them during my internship if it is not provided through their school; The student further understand that they are responsible for the costs of such insurance and for the expenses not covered by this insurance and recognize that Banyan Treatment Centers does not have an obligation to provide them with such insurance.

9. Miscellaneous:

- a. Complete Agreement: This Agreement constitutes the complete agreement among the parties and supersedes and replaces all prior negotiations and agreements. There are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements whether express or implied other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement.
- b. Governing Law; Forum: This Agreement will be governed by, and construed in accordance with, the laws of the State applicable to contracts made and to be performed entirely within such state and without giving effect to choice of law principles of such state. Each of the parties agrees that any injunctive relief or equitable action or proceeding with respect to this Agreement or entered into in connection with this Agreement or transactions contemplated by this Agreement shall be brought only in an appropriate court sitting in county, it being understood and agreed that jurisdiction shall be in county of facility. Nothing in this Agreement shall be construed as a waiver by the Company of its statutorily provided governmental immunity.
- c. Expenses: Except as otherwise specifically provided herein, each of the parties hereto shall pay its respective counsel fees and other costs and expenses incurred in connection with the performance of this Agreement.



- d. No Waiver: The failure of any party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.
- e. Execution in Counterparts: This Agreement may be executed in counterparts, which several counterparts shall be construed as one single agreement. Scanned and emailed or facsimile copies shall be treated as originals.

SIGNATURE PAGE TO FOLLOW:

WHEREFORE, the parties have duly executed this Agreement on the day and year first above written.

BANYAN TREATMENT CENTERS

Signature: _____

Name: _____

STUDENT

Signature: *Elani Russell*

Name: Elani Russell