

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2021, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** ("School Board") and **THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA** ("Health Care Facility").

WITNESSETH:

WHEREAS, School Board offers to enrolled students a Health Science program; and

WHEREAS, Health Care Facility manages a health care facility; and

WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and Clinical Skills in actual patient-centered situations in a health care facility; and

WHEREAS, Health Care Facility has agreed to make its facility available to School Board for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Responsibilities of School Board**

- (a) **Clinical Program**: School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Health Care Facility, which Program shall be approved in advance by Health Care Facility. Such responsibilities shall include, but not be limited to, the following:
 - (i) orientation of students to the clinical experience at Health Care Facility;
 - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Health Care Facility;
 - (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Health Care Facility;
 - (iv) continuing oral and written communication with Health Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) supervision, in coordination with Health Care Facility, of students and their performance at Health Care Facility;
 - (vi) participation, with the students, in Health Care Facility's Quality Assurance and related programs;
 - (vii) performance of such other duties as may from time to time be agreed to between School Board and Health Care Facility;All students, faculty, employees, agents and representatives of School Board participating in the Program at Health Care Facility (the "Program Participants") shall coordinate their activities with the Health Care Facility's Coordinator of Education.
- (b) **Student Statements**: School Board shall require each Program Participant to sign a Release of Liability and Participation Agreement in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.
- (c) **Insurance**: School Board carries a Student Blanket Professional Liability Insurance policy with limits of \$1 million per person/\$3 million per incident. School Board is self-insured for general liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) **Health of Participants**: All Program Participants shall pass a medical examination acceptable to Health Care Facility and prove free of tuberculosis, verified via Suncoast Technical College application paperwork, prior to their participation in the Program at Health Care Facility at least once a year or as otherwise required by Florida law. School Board or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in cases of illness or injury while participating in the Program at Health Care Facility. In no event shall Health Care Facility be financially responsible for said medical care and treatment.
- (e) **Dress Code; Breaks**: School Board shall require the students to dress in accordance with dress and personal appearance standards approved by the School Board. Such standards shall be in accordance with Health Care Facility's standards regarding same. All Program Participants shall remain on the Health Care Facility

premises for breaks, including meals. Program Participants shall pay for their own meals at Health Care Facility.

- (f) **Performance of Services:** All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Health Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws and rules and regulations of Health Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Health Care Facility or the performance of services therein.
- (g) **Eligibility of Students:** All students will undergo a Level 1 and Level 2 Criminal Background Check prior to participation at any Health Care Facility.
- (h) **Compliance:** School Board understands that Health Care Facility must ensure full compliance with any and all federal, state and local regulations, as well as standards of the Commission on Accreditation of Allied Health Education Programs (CAAHEP) and the Committee of Accreditation of Educational Programs for the EMS Professions (CoAEMSP).

2. Responsibilities of Health Care Facility

- (a) Health Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Health Care Facility. Health Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and Health Care Facility, to observe and assist in various aspects of nursing, EMS and allied healthcare fields. Health Care Facility shall coordinate School Board's rotation and assignment schedule with its own schedule and those of other educational institutions. Health Care Facility shall at all times retain ultimate control of the Health Care Facility and responsibility for patient care.
- (b) Upon the request of School Board, Health Care Facility shall assist School Board in the evaluation of each Program Participant's performance in the Program. However, School Board shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall, to the extent allowed by law, indemnify and hold harmless Health Care Facility for any expense or claim incurred by Health Care Facility as a result of Health Care Facility's assistance in evaluation and grading of Program Participants hereunder.
- (c) Health Care Facility shall comply with all state and federal laws and regulations relating to workplace safety.

3. Withdrawal of Program Participant

Health Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Health Care Facility when his/her clinical performance is unsatisfactory to Health Care Facility or his/her behavior, in Health Care Facility's discretion, is disruptive or detrimental to Health Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Health Care Facility. Notwithstanding the foregoing, Health Care Facility may immediately remove from its premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior and will promptly notify School Board if such an action is required.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Health Care Facility, nor shall Health Care Facility or any of its agents, employees, or representatives be considered agents, representatives, or employees of School Board. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. No Program Participant shall look to Health Care Facility for any salaries, insurance, or other benefits.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Health Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Health Care Facility.

Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Health Care Facility with the option of pursuing remedies for breach or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School Board.

6. **Indemnification**

School Board, to the extent allowed by law, and in an amount not to exceed the tort liability limit available under §768.28, F.S., shall indemnify and hold harmless Health Care Facility and its officers, medical and nursing staff, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board or the Program Participants under this Agreement, including, but not limited to, claims for personal injury, professional liability or, with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Health Care Facility to the extent allowed by law, and in an amount not to exceed the tort liability limit available under §768.28, F.S., shall indemnify School Board and its employees against any liabilities, claims, damages, and expenses, including reasonable attorneys' fees, incurred by School Board in defending or compromising any claims or actions brought against School Board arising out of or related to the Health Care Facility's employees' or representatives' performance of duties hereunder. This provision does not and shall not be construed to waive School Board's or Health Care Facility's entitlement to Sovereign Immunity or the limitations of liability and other provisions of §768.28, F.S., and other applicable Florida Law.

7. **Term; Termination:**

- (a) The term of this Agreement shall begin January 1, 2021 and remain in effect for a term of three years, unless terminated earlier by either party. Following the initial term, this Agreement will automatically renew for successive one year terms (January 1-December 31 annually), not to exceed seven renewals.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60) days written notice, provided that all students currently enrolled in the Program at Health Care Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Health Care Facility, such completion not to exceed six (6) months. Either party may terminate this Agreement immediately upon providing written notice if the other party materially breaches the terms of this Agreement.

8. **Entire Agreement**

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties, relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

9. **Severability:**

If any provision(s) of this Agreement is held to be invalid or unenforceable, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision(s).

10. **Captions:**

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. **No Waiver:**

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

12. **Governing Law:**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

13. **Assignment; Binding Effect:**

School Board may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Health Care Facility. This Agreement shall inure to the benefit of

and be binding upon the parties hereto and their respective successors and permitted assigns.

14. **Notices:**

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by national courier and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Health Care Facility: Sarasota County Emergency Services
 Attn: Fire Chief
 1660 Ringling Blvd., 6th Floor
 Sarasota, FL 34236

The School Board: The School Board of Sarasota County, Florida
 Attn: Suncoast Technical College Director
 4748 Beneva Road
 Sarasota, Florida 34233

Or, to such other persons or places as either party may from time to time designate by giving written notice to the other party.

15. **HIPAA Notice:**

School Board agrees that at all times students are subject to the supervision of Health Care Facility's administration and are considered part of Health Care Facility's workforce only for the purpose of access to and disclosure of any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the "Protected Health Information"). School Board shall inform students that they must comply with all rules applicable to students while at Health Care Facility and that failure to comply shall constitute a cause for terminating such student's assignment to Health Care Facility.

16. **Dispute Resolution:**

In the event of a dispute between the School Board and Health Care Facility regarding this Agreement, the School Board's Suncoast Technical College Director and the County Emergency Services Director shall review such dispute and negotiate a mutually acceptable resolution. The decision of the Suncoast Technical College Director and County Emergency Services Director shall be final. In the event the Suncoast Technical College Director and County Emergency Services Director are unable to agree, the matter shall be referred to the County Administrator and School Board Superintendent. If they are unable to agree, either party may bring a civil action. The Parties expressly waive the provisions of Chapter 164, Florida Statutes.

17. **Waiver of Jury Trial:**

Each of the Parties hereby knowingly, voluntarily, and intentionally waives the right either of them may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove stated.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____

Shirley Brown, Chair

Approved for Legal Content
September 21, 2021 by
Shumaker, Loop & Kendrick, LLP
Attorneys for the School Board
of Sarasota County, Florida
Signed: MAC

SARASOTA COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

By: _____

Chairman

Date: _____

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board
of County Commissioners

By: _____

Approved as to form and correctness:

By: _____

County Attorney

EXHIBIT A

**RELEASE OF LIABILITY
AND PARTICIPATION AGREEMENT**

In consideration of my participation in the Clinical Training Program ("Program"), provided by an agreement between the Sarasota County School Board and the Board of County Commissioners of Sarasota County ("Health Care Facility"), I hereby agree as follows:

1. **Student Status.** I understand and agree that I am a student or participant in the Program, and not an employee of the Health Care Facility for any purpose and that as a student or participant I am not entitled to any of the benefits employees of the Health Care Facility receive, including, but not limited to, wages or other compensation, insurance and worker's compensation coverage.
2. **Release of Liability.** I understand that my participation in the Program could result in injury or death to myself due to the inherent nature of the Program. I fully accept and assume responsibility for all such risks and all responsibility for losses, costs and damages that I, my family or my estate may incur as a result of my participation in the Program, and forever waive and release any claims based on such injury or death, unless the injury or death is a result of negligence or intentional misconduct by the Health Care Facility, its employees or agents.
3. **Not a Minor.** I warrant that I am at least 18 years of age.
4. **Independent Legal Advice.** I am signing this Release of Liability and Student Participation Agreement freely and voluntarily. I have been provided with the opportunity to seek independent legal advice as to the effect of this agreement.

Dated: _____

Program Participant Signature

Witness Signature

Print Program Participant Name

Print Witness Name

EXHIBIT B
CONFIDENTIALITY STATEMENT

HIPAA – Confidentiality of Protected Health Information
Sarasota County Emergency Services, a business unit of Sarasota County Government
Student/Intern/Faculty Confidentiality Agreement

IMPORTANT: Please read all sections. If you have any questions, please ask before signing.

1. Confidentiality of Patient Information

I understand and acknowledge that: (i) services provided to patients are private and confidential; (ii) to enable such services to be performed, patients provide personal information with the expectation that it will be kept confidential and used only by authorized persons as necessary; (iii) all personally identifiable information provided by patients or regarding medical services provided to patients, in whatever form such information may exist, including oral, written, printed, photographic and electronic formats (collectively, the “Confidential Information”) is strictly confidential and is protected by federal and state laws and regulations that prohibit its unauthorized use or disclosure, and (iv) in the course of my association with Sarasota County Emergency Services, I may be given access to certain Confidential Information.

2. Disclosure, Use and Access

I agree that, except as authorized in connection with my assigned duties, I will not at any time use, access or disclose any Confidential Information to any person (including but not limited to co-workers, students, friends and family members). I understand that this obligation remains in full force during the entire term of my participation in any program and continues in effect after such association terminates. **I agree to report unauthorized use or disclosure of Confidential Information, or security issues affecting systems that contain or give access to Confidential Information,** to the Ethics and Compliance Officer, 1660 Ringling Blvd, 4th floor, Sarasota, FL 34236, Phone (941) 861-5000.

3. Confidentiality Policy

I agree that I will comply with all confidentiality policies that apply to me as a result of my association. I understand that I would not be able to participate in any program with Sarasota County Emergency Services or have access to Confidential Information without this agreement.

4. Return of Confidential Information

Upon the termination of my association with Sarasota County Emergency Services for any reason, or at any other time upon request, I agree to promptly return to Sarasota County Emergency Services all copies of Confidential Information then in my possession or control (including all printed and electronic copies).

5. Remedies

I understand and acknowledge that the restrictions and obligations I have accepted under this Agreement are reasonable and necessary in order to protect the interests of patients and Sarasota County Emergency Services. **I understand that if I do not keep Confidential Information confidential, or if I allow or participate in inappropriate disclosure or access to Confidential Information, I will be subject to immediate disciplinary or corrective action, including loss of access privileges to Sarasota County Emergency Services property and facilities.** I understand that unauthorized access, use, or disclosure of Confidential Information may also violate federal and state law, and may result in criminal and civil penalties.

Signature

Date

Printed Name