

SCHOOL AFFILIATION AGREEMENT

This Agreement is made and entered into as of July 1, 2018, by and between Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital").

WITNESSETH:

WHEREAS, Suwannee County School Board through the RIVEROAK Technical College ("School") offers to enrolled students a Certificate Degree/Program in the field of Surgical Technology; and

WHEREAS, Hospital manages a comprehensive acute care medical-surgical facility; and

WHEREAS, School 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, Hospital has agreed to make its facility available to School for such purposes.

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

1. Responsibilities of School.

- (a) Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
- (i) orientation of students to the clinical experience at Hospital;
 - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
 - (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
 - (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
 - (v) supervision of students and their performance at Hospital;
 - (vi) participation, with the students, in Hospital's Quality Assurance and related programs;
 - (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.
 - (viii) School shall provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department.

(b) Student Statements: School shall require each Program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance:

- (i) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.
- (ii) If School shall have purchased and carried claims made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (i) above, School shall purchase tail professional liability/malpractice insurance coverage covering for a period of three (3) years after such termination or cancellation, to the same extent and amount as the claims made coverage, the acts and omissions of School or Service personnel upon termination of its claims made policy or School otherwise ceases to be insured.
- (iii) School shall at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for any and all Service personnel assigned to Hospital.
- (iv) For insurance required under clauses (i) and (ii) of this paragraph (c), Hospital shall be named as an additional insured. For all insurance required by this paragraph (c), School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance, the insurance carrier shall be reasonably acceptable to Hospital. Service shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) Health of Participants: School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code; Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) General Standards: All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School 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 Hospital, and any rules and regulations of School as may be

in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) School Status. School represents and warrants to Hospital that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section 1 shall give Hospital the right to immediately terminate this Agreement for cause.

- (h) Background Checks. School represents that it will timely conduct (or will timely have conducted), at the School's expense, a background check on each and every student assigned to the Program and on each and every member of the staff/faculty who is responsible for supervision and/or instruction of said student(s) at the hospital. Said background check shall include, at a minimum, the following:
- i. Social Security number verification,
 - ii. Seven Year Nationwide Felony and Related Misdemeanor Criminal Record search,
 - iii. Two Standard Employment History References,
 - iv. HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs,
 - v. Education verification (Highest Degree Received),
 - vi. One Professional Licensure Verification - Professional Disciplinary Action Check, and
 - vii. Certification & Designation Check

A satisfactory report from the background check must be submitted to the Hospital prior to the student and/or faculty/staff member participating in the Program.

2. Responsibilities of Hospital.

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.

3. Withdrawal of Program Participant.

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School 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 Hospital for any salaries, insurance or other benefits.

No student or other third person is entitled to, and shall not, receive any rights under this Agreement.

5. Confidentiality.

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital.

6. Indemnification.

School shall indemnify and hold harmless Hospital 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 or any of its faculty, students, agents, representatives and employees 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. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

7. Records.

Any records that are generated as part of the students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. The School and its students agree to not remove any medical records from the Hospital.

The Hospital assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

8. Term; Termination.

(a) The initial term of this Agreement shall be one (1) year, commencing July 1, 2018. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion no to exceed twelve (12) months.

9. 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.

10. Severability.

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. 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.

12. 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.

13. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County in the court of appropriate jurisdiction.

14. Assignment; Binding Effect.

The parties may not assign or transfer any of their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15. 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 overnight mail by a reputable overnight carrier, 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:

If to Hospital: Lake City Medical Center
340 NW Commerce Drive
Lake City, FL 32055
Attention: Chief Executive Officer

If to School Board: Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064
Attention: Ted L. Roush

With copy to School: RIVEROAK Technical College
415 SW Pinewood Drive
Live Oak, FL 32064
Attention: Mary Keen

With copy to: Leonard J. Dietzen, III
Rumberger, Kirk and Caldwell, P.A.
101 North Monroe Street Suite 120
Tallahassee, FL 32301

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

16. HIPAA Requirements

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Hospital's protected health information, the students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

17. Civil Rights.

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

18. Sovereign Immunity.

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

19. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT C which is incorporated by reference herein.

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

ATTEST:

Heaven Lager

SUWANNEE COUNTY SCHOOL BOARD:

By: *Jerry Taylor*
Print Name: Jerry Taylor
Title: Chairman
Date: MAY 22 2018

"Approved as to Form and Sufficiency
BY *Leonard J. Dietzen, III*

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

By: *Ted L. Roush*
Print Name: Ted. L. Roush
Title: Superintendent
Date: MAY 22 2018

HOSPITAL:

Notami Hospitals of Florida Inc.
d/b/a Lake City Medical Center

By: *Richard R. ...*
Print Name: Richard R. ...
Title: Chief Executive Officer
Date: _____

TR

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital"), the undersigned, and his/her heirs, successors and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by RIVEROAK Technical College School Program [Name of School/University/Institute/etc.] at Hospital unless such injury or loss arises out of Hospital's negligence or misconduct.

Dated this _____ day of _____, 20____.

Program Participant

WITNESS:

Print Name: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between RIVEROAK Technical College ("School") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital") to keep confidential information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital.

Dated this _____ day of _____, 20____.

Program Participant

WITNESS:

Print Name: _____

EXHIBIT C

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2017)**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes (2017), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2017).