SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
February 8, 2022

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval of the following contracts/agreements for the 2021-2022 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2022-101 Affiliation Agreement between the Suwannee County School Board and Cheek Pharmacy, Inc., Cross City, Florida (*New*) **(pgs. 2-8)**

   #2022-102 Affiliation Agreement between the Suwannee County School Board and Southeastern Grocers, Inc., d/b/a Winn-Dixie Pharmacy, Live Oak, Lake City, and Madison, Florida (*New*) **(pgs. 9-15)**

   #2022-104 Affiliation Agreement between the Suwannee County School Board and Baptist Health System, Inc. (*New*) **(pgs. 16-26)**

2. Human Resources Transactions **(pgs. 27-28)**

Adjourn

# AFFILIATION AGREEMENT

This Agreement is entered into on the date of execution by both parties, between the Suwannee County School Board (SCSB) and Cheek Pharmacy, Inc.(Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 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.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by 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.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

**Suwannee County School Board**
**1740 Ohio Avenue, South**
**Live Oak, Florida 32064**

**Cheek Pharmacy, Inc.**
**16734 US-19**
**Cross City, FL 32628**

**By:**_____
**Ted L. Roush**
**Superintendent of Schools**

**By:**_____
**Harry Patel**
**Pharmacy Manager**

**By:**_____
**Jerry Taylor, Chairman**
**Suwannee County School Board**

**By:**_____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

## EXHIBIT A

### Public Records Law Requirements under Chapter 119.0701, Florida Statutes

**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 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, 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, 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.

## AFFILIATION AGREEMENT

This Agreement is entered into on the date of execution by both parties, between the Suwannee County School Board (SCSB) and Southeastern Grocers, Inc., d/b/a Winn-Dixie Pharmacy (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

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1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

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shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

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2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.

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3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

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5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

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Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

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8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

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10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by 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.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

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Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

**Suwannee County School Board**
**1740 Ohio Avenue, South**
**Live Oak, Florida 32064**

**Winn-Dixie Pharmacy**
**911 Pinewood Drive SW**
**Live Oak, FL 32064**

**Winn-Dixie Pharmacy**
**729 W Base Street**
**Madison, FL 32340**

**Winn-Dixie Pharmacy**
**580 S Marion Avenue**
**Lake City, FL 32025**

**By:**_____
**Ted L. Roush**
**Superintendent of Schools**

**By:**_____

**By:**_____
**Jerry Taylor, Chairman**
**Suwannee County School Board**

**By:**_____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

## EXHIBIT A

**Public Records Law Requirements**
**under Chapter 119.0701, Florida Statutes**

**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 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.**

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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, 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.

# CLINICAL AFFILIATION AGREEMENT

**THIS CLINICAL AFFILIATION AGREEMENT** (this "Agreement") is made upon execution by both parties, between **BAPTIST HEALTH SYSTEM, INC.**, a Florida not for profit corporation ("BHS") and Suwannee County School Board thru RIVEROAK Technical College, a Florida educational institution ("RIVEROAK").

## RECITALS

**WHEREAS,** RIVEROAK has established an approved professional program in the field of Surgical Technology (the "Program"); and

**WHEREAS,** the Program allows bona fide students enrolled therein to obtain clinical learning experience as set forth in the curriculum of RIVEROAK; and

**WHEREAS,** BHS operates certain healthcare facilities, more fully described in Exhibit A attached hereto (collectively, the "Facilities"), that are engaged in certain activities in which bona fide students, currently enrolled in the Program at RIVEROAK, if allowed to participate in patient care or research, can obtain clinical experience as set forth in the curriculum of RIVEROAK; and

**WHEREAS,** BHS shall benefit by contributing to the educational preparation of future healthcare professionals; and

**WHEREAS,** both RIVEROAK and BHS, through its Facilities, wish to implement a coordinated educational program to establish, upgrade and maintain standards for proper training.

**NOW, THEREFORE,** in consideration of the terms and conditions and the representations and warranties herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term**. The term of this Agreement shall commence on the date of execution of both parties and shall extend through June 30, 2022. This Agreement shall be renewed from year to year unless otherwise notified in writing as in paragraph # 5.a. below.

2. **Obligations and Responsibilities of RIVEROAK**. RIVEROAK shall:

a. provide in a timely manner at the beginning of each training period, the names of the students to be assigned, the days and hours they will be assigned, and the services to which their assignment is desired;

b. provide faculty or staff members to coordinate responsibility for instruction and supervision of the students' learning experience;

c. provide a supervising faculty member to plan, in coordination with the Facilities, the assignment(s) that will be assumed by the students while participating in their clinical learning experience, and in their attendance at selected conferences, courses and programs conducted under the direction of the Facilities;

d. provide and maintain the personal records and reports necessary for evaluation of student progress in didactic courses;

e. ensure that students abide by all federal and state laws and regulations as well as all of the Facilities' rules and policies;

f. be responsible for health examinations and such other medical and dental examinations and protective measures, as the Facilities may deem necessary. RIVEROAK shall ascertain acceptable health status for each student. This includes a statement of health, proof of immunity to Rubella, Rubeola and chicken pox or provide documentation of appropriate vaccinations, and a completed OHSA form documenting negative TB skin test within ninety (90) days of participation in the Program;

g. prohibit the publication by the students, faculty or staff members of any material relative to their clinical experience that has not been approved for release for publication by BHS and the Facilities;

h. not assign more students to a unit and/or instructor than indicated for each program as determined by the BHS Clinical Education Coordinator;

i. ensure that neither faculty members nor students shall participate as an expert witness or in liability actions involving BHS or the Facilities or their affiliated companies;

j. ensure that a criminal background check is provided for each student prior to the student's assignment at the Facilities;

k. ensure that all students scheduled to participate in the Program at the Facilities obtains and provides a copy to BHS of proof of professional liability insurance in the minimum amounts of $1,000,000 per occurrence and $3,000,000 annual aggregate, prior to beginning his or her rotation at the Facilities. The policy shall name student as insured. The deductible should not exceed $5,000 or a higher amount approved by BHS.

l. designate a contact person other than the supervising faculty member to address concerns and/or problems that may arise which are unrelated to the supervision of student; and

m. ensure that each student signs a Participation Agreement, a copy of which is attached hereto as Exhibit B, prior to participation in patient care hereunder.

3. **Obligations and Responsibilities of BHS**. BHS shall ensure that the Facilities:

a. share in the responsibility in the education, guidance and supervision of students in the Program through the cooperation and assistance of their staff and employees, with the faculty/employees of RIVEROAK;

b. coordinate, with RIVEROAK and Staff, the schedules and activities in such a manner as to prevent conflict of schedules in the planned learning experience;

c. permit, upon request, the inspection of its facilities by agencies charged with the responsibility for accreditation of RIVEROAK; and

d. provide the ultimate responsibility for patient care.

4. **General Conditions**.

a. BHS and RIVEROAK agree that the Facilities, at any time, may request withdrawal of any faculty, employee or student from the Facilities premises whose further participation in the Program is not desirable, upon written notice to the appropriate RIVEROAK administrator.

b. BHS and RIVEROAK agree that all faculty, employees and students under the Program shall remain agents, employees or students of RIVEROAK. RIVEROAK further agrees that it will be solely responsible for all salaries, taxes and insurance of its own personnel, agents, employees and students. RIVEROAK agrees to indemnify and hold harmless BHS and the Facilities from any and all loss or liability arising from RIVEROAK's failure with respect to payments, withholdings and benefits that are the responsibility of RIVEROAK.

c. All students and faculty shall assume the responsibility for their own health care. In the event that a student or faculty member should become ill or suffer injury in the course of their activities, the Facilities agree to provide the necessary emergency medical care but the Facilities do not assume any financial liability for such care.

d. BHS and RIVEROAK agree that executed copies of this Agreement shall be placed on file with each party.

e. RIVEROAK agrees that it will never act or represent that it is acting as an agent of BHS or the Facilities or incur any obligations on the part of BHS or the Facilities without first obtaining the express, written authority of BHS.

f. Neither party shall discriminate on the basis of race, national origin, religion, creed, sex, age, or handicap either in the selection of students for participation in the Program or any aspect of training provided by the Facilities or RIVEROAK.

g. In the event a student or faculty member is involved in an emergency involving blood or potentially infectious materials, the student or faculty member shall be referred to Occupational Health at the appropriate Facility. The student or faculty member is responsible for all reasonable costs of post-exposure evaluation and follow-up incurred by the Facilities under 29 C.F.R. 1910.1030(f)(3).

h. In the event that a medical malpractice claim or lawsuit is filed against BHS, a Facility and RIVEROAK, every effort will be made to coordinate the defense of said claim or lawsuit.

5. Termination.

a. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.

b. Upon termination, neither party shall have any further obligations hereunder, except that the obligation to indemnify shall survive termination.

6. Insurance.

a. BHS shall, at its own expense, carry during the term of this Agreement, liability and professional malpractice insurance or funded self-insurance with a minimum limit of $1,000,000 per occurrence and $3,000,000 annual aggregate. BHS shall, at the request of RIVEROAK, furnish a certificate of insurance evidencing the maintenance in full force of the required insurance. BHS shall provide the other party with thirty (30) days advance written notice of any material changes, termination or cancellation of their policy.

b. RIVEROAK shall, at its own expense, carry the following types of insurance covering RIVEROAK, its faculty, students and agents enrolled in the Program during the term of this Agreement:

1. Professional Liability Insurance in the minimum amounts of $1,000,000 per claim and $3,000,000 annual aggregate. Limits shall apply separately for each student. Policy shall name as insureds RIVEROAK, its faculty, employees and students. If a claims made policy, the retroactive date should not be later than the first date RIVEROAK entered into this Agreement with BHS. The policy shall include a waiver of subrogation in favor of BHS and the contractual exclusion shall be either deleted or modified. The deductible should not exceed $5,000 or a higher amount approved by BHS. In the event that RIVEROAK changes insurance carriers, ceases the program or this contract is terminate, RIVEROAK shall purchase an extended reporting period endorsement for a term of no less than three (3) years.

2. Worker's Compensation Insurance as required by the State of Florida. The policy shall include a waiver of subrogation in favor of BHS.

3. Employers Liability in a minimum amount of $500,000 each accident, $500,000 disease each employee, and $500,000 disease policy limit.

4. Comprehensive General Liability with limits of $1,000,000 each occurrence, $2,000,000 annual aggregate written on a standard ISO occurrence form CG 00 01 01 96 or its equivalent providing Bodily Injury and Property Damage for Premises Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability. The care, custody and control exclusion shall be either modified or deleted.

5. Umbrella Liability with a minimum limit of $5,000,000. Coverage shall not be more restrictive than the underlying policies.

6. RIVEROAK shall also require any subcontractor to carry comparable insurance as outlined herein.

All insurers must be authorized by a certificate of authority issued by the Department of Insurance of the State of Florida, have a minimum current A.M. Best rating of A- or better and be deemed reasonable by BHS.

Upon execution of this Agreement and within thirty (30) days of expiration annually for the term of this Agreement, RIVEROAK shall cause to be issued by such insurer or insurers a certificate of insurance reflecting such policies and coverages as outlined above. Such certificate shall reflect that the underlying policies have been endorsed to provide at least thirty (30) days prior written notice to BHS of the cancellation, non-renewal, reduction or material change of any such insurance coverage. Upon request by BHS, copies of the policies shall be provided. If RIVEROAK fails to maintain or provide the required proof of insurance, this Agreement shall terminate immediately upon written notice from BHS to RIVEROAK, or BHS, at its sole option, can purchase the required insurance and charge RIVEROAK accordingly. BHS shall not be required to provide to provide any insurance nor shall BHS be liable for the payment of any premium for insurance.

7. Indemnification.

a. RIVEROAK shall indemnify, defend and hold harmless BHS and the Facilities, and their respective officers, directors, employees and agents from any and all claims, losses, lawsuits, demands, actions and judgments ("Claims") asserted by any person or persons for any negligent act, failure to act, willful misconduct, or breach of this Agreement by RIVEROAK, its faculty, employees, students or agents, including, but not limited to, any fines, awards, damages, expenses and reasonable legal fees that may be incurred in connection with such Claims. This provision shall survive termination of this Agreement.

b. BHS and the Facilities shall indemnify, defend and hold harmless RIVEROAK, its officers, directors, employees and agents from any and all claims, losses, lawsuits, demands, actions and judgments ("Claims") asserted by any person or persons for any negligent act, failure to act, willful misconduct, or breach of this Agreement by BHS or the Facilities, their respective employees or agents, including, but not limited to, any fines, awards, damages, expenses and reasonable legal fees that may be incurred in connection with such Claims. This provision shall survive termination of this Agreement.

8. **Compliance With Laws, Regulations, Rules and Standards.** RIVEROAK shall cause its students and faculty to perform all duties in a timely manner and in accordance with BHS's and the Facilities' rules, standards, polices and all applicable Professional Staff Bylaws, rules and regulations and to comply with all federal, state and local laws and regulations and standards of The Joint Commission as well as the ethics of any appropriate professional association. RIVEROAK shall ensure that its students and faculty shall not engage in personal or professional conduct which, in the reasonable determination of BHS, does or may adversely affect the image or standing of BHS or the Facilities.

9. **Good-Standing Representation.** RIVEROAK represents that neither it nor its students or employees of the Program (i) have ever been convicted of, or indicted for, a crime related to health care or listed by a Federal Agency as debarred, excluded or otherwise ineligible for participation in a federally-funded health care program (or notified of such action); or (ii) have otherwise engaged in conduct for which a person can be so convicted, indicted or listed. RIVEROAK agrees not to employ any person in connection with any of the work to be performed under this Agreement who has been so convicted, indicted, listed or notified. RIVEROAK further agrees to notify BHS in the event of any such conviction, indictment listing or notification pertaining to it or any of its employees arising during the term of this Agreement or the three (3) year period following termination of expiration of this Agreement. Upon receipt of such notice by BHS, or if BHS otherwise becomes aware of such conviction, indictment, listing or notification, BHS shall have the right to terminate this Agreement immediately, if such Agreement is still in effect. RIVEROAK agrees to indemnify and hold harmless BHS from any and all loss or liability, including civil monetary penalties, reasonable attorney's fees and costs, arising from RIVEROAK's misrepresentation of the foregoing information or failure to provide notification required under this Section. This provision shall survive termination of this Agreement.

10. **Status of the Parties.** It is expressly agreed that in the performance of services under this Agreement, RIVEROAK and its employee shall at all times be independent contractors with respect to BHS. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement is intended to create a joint venture, partnership, association or other affiliation or like relationship between the parties. In no event shall either party be liable for debts or obligations of the other party, except as specifically provided for in this Agreement. Neither RIVEROAK nor its employees shall have any claim against BHS or the Facilities for vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health insurance, disability or unemployment insurance benefits or other employee benefits of any kind. RIVEROAK understands that its employees will not be treated as BHS or Facilities employees for federal tax purposes and that all liability for payments, withholdings and benefits remains with RIVEROAK. RIVEROAK agrees to indemnify and hold harmless BHS and the Facilities from any and al loss or liability arising from RIVEROAK's failure with respect to such payments, withholdings and benefits. This provision shall survive termination of this Agreement.

11. **Access to Books and Records.** Until the expiration of four (4) years after the furnishing of the services called for by this Agreement, RIVEROAK shall make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement, and all books, documents and records necessary to certify the nature and extent of the costs incurred by BHS or the Facilities in purchasing services under this Agreement. If RIVEROAK provides such services through a subcontract worth Ten Thousand Dollars ($10,000) or more over a twelve (12) month

period with a related organization, the subcontract shall also contain a similar clause permitting access to the books and records of the related organization.

12. Miscellaneous.

a. Neither party shall assign this Agreement nor any of the rights or obligations hereunder without the prior written consent of the other party; provided, however, that BHS may assign its rights and obligations hereunder to any entity affiliated with BHS.

b. This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Florida; provided, however, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state. Venue shall lie in Jacksonville, Duval County, Florida.

c. This Agreement constitutes the entire agreement between the parties and supersedes all other agreement, whether oral or written, with respect to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a writing signed by both parties.

d. Any notice required to be given hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt request, addressed to the parties at their respective addresses indicated below or at any address as may have been specified by either party.

If to BHS: Baptist Health System, Inc.
800 Prudential Drive
Jacksonville, Florida 32207
Attention: Tricia Self, Clinical Education Coordinator

If to RIVEROAK: Suwannee County School Board
1740 Ohio Avenue South
Live Oak, FL 32064
Attention: Ted L. Roush, Superintendent of Schools

e. No consent or waiver, express or implied, by a party hereto of any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be consent to or waiver of any other breach or default in the performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

f. If a dispute arises under this Agreement resulting in litigation, the losing party shall pay the prevailing party all costs of litigation, including a reasonable attorney's fee, pursuant to Florida law.

g. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall, to the extent possible and without destroying the intent of this Agreement, be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision. There shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar as possible in terms to such illegal, invalid or unenforceable provision.

h. Paragraph headings are included herein for reference only and shall not be considered in construction of any provision herein.

i. **Public Records.** For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT C which is incorporated by reference herein.

j. **Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

k. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**BAPTIST HEALTH SYSTEM, INC.**

By: _____
Matt Zuino
Executive Vice President &
Chief Operating Officer

**SUWANNEE COUNTY SCHOOL BOARD**

By: _____
Ted L. Roush
Superintendent of Schools

By: _____
Jerry Taylor
Board Chairman

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

**Baptist Medical Center**
800 Prudential Drive
Jacksonville, Florida 32207

**Baptist Medical Center Beaches**
1350 13th Avenue South
Jacksonville Beach, Florida 32250

**Baptist Medical Center Nassau**
1250 South 18th Street
Fernandina Beach, Florida 32034

**Baptist Medical Center South**
14550 St. Augustine Road
Jacksonville, Florida

**Baptist Medical Center – Outpatient Center**
1235 San Marco Boulevard
Jacksonville, Florida 32207

**Wolfson Children's Hospital Center**
800 Prudential Drive
Jacksonville, Florida 32207

**Baptist Emergency Center Clay**
1771 Baptist Clay Drive
1747 Baptist Clay Drive
Fleming Island, Florida 32003

**Baptist Primary Care, Inc.**
All physician offices

**Baptist Cardiology, Inc.**
All physician offices

**Baptist ENT Specialists, Inc.**
All physician offices

**Baptist Neurology, Inc.**
All physician offices

**Baptist Pulmonary Specialists, Inc.**
All physician offices

**Baptist Urology, Inc.**
All physician offices

**Baptist Southeast Gynecologic Oncology Associates, Inc.**
All physician offices

**Jacksonville Orthopaedic Institute, Inc.**
All physician offices

**Lyerly Baptist, Inc.**
All physician offices

**Baptist Health Rehabilitation Centers**
All locations

**Baptist AgeWell Physicians, Inc.**
All locations

**Baptist Emergency Center Town**

4085 Town Center Parkway
Jacksonville, FL 32246

**Baptist Emergency Center North**
11250 Baptist Health Drive
Jacksonville, FL 32218

**Baptist MD Anderson Cancer Center**
All physician offices

**Baptist Behavioral Health**
All physician offices

**Baptist Pediatrics, Inc.**
All physician offices

**Baptist Obstetrics and Gynecology, Inc.**
All physician offices

**Baptist Health Clinic, Inc.**
All clinic locations

**Baptist Emergency Center Oakleaf**
9868 Family Place
Jacksonville, FL 3222

EXHIBIT B

PARTICIPATION AGREEMENT
Baptist Health System, Inc.

In exchange for the opportunity to participate in a clinical learning experience at Baptist Health System, Inc. ("BHS"), I, _____, *(name of participant)*, agree not to disclose to any individual or third party, any confidential information relating to the patients of BHS or the Facilities, the techniques used by BHS or the Facilities in their operations, or any other confidential or proprietary information about BHS or the Facilities which I may be a party to and/or overhear during my participation in such clinical learning experience. I further agree to abide by the polices and procedures of BHS and the Facilities, which are available for review upon reasonable request, while participating in this clinical learning experience.

| _____ | _____ | _____ |
|---|---|---|
| Signature of Participant | Date | Witness |

## Exhibit C

### Public Records Law Requirements under Chapter 119.0701, Florida Statutes

**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 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, 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, 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.

# SUWANNEE COUNTY SCHOOL DISTRICT

**JERRY TAYLOR**
DISTRICT 1
**NORMAN CRAWFORD**
DISTRICT 2
**TIM ALCORN**
DISTRICT 3

**ED DA SILVA**
DISTRICT 4
**RONALD WHITE**
DISTRICT 5
**LEONARD DIETZEN, III**
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

**TED L. ROUSH**
**Superintendent of Schools**

## MEMORANDUM

**TO:** Ted L. Roush, Superintendent of Schools

**FROM:** Walter Boatright, Director of Human Resources WB

**DATE:** February 1, 2022

**RE:** Human Resources Transactions for February 8, 2022, Special Meeting

**RECOMMENDATION:**

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

**SUWANNEE COUNTY SCHOOL BOARD**
**Human Resource Transactions**
**February 8, 2022**
**Special Meeting**

**TO:** District School Board of Suwannee County

**FROM:** Ted E. Roush
Ted E. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

**RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:**

**OUT-OF-FIELD:**
(List to be provided.)

**End of List**
**2021-2022**
**School Year**