

SCSB 2023-91 (REVISED/RENEWAL)
(Replaces SCSB 2023-49; previously approved on 06/28/2022)

AFFILIATION AGREEMENT

This Agreement is entered into on October 25, 2022, between the Suwannee County School Board ("SCSB") and SEG Holding, (on behalf of itself and its commonly owned affiliates, "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 The number of assigned students and the dates and hours that students will be assigned shall be mutually agreed upon by the parties. RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, 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 at 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.

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- 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 required by law and the facility. RTC 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 reasonably 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 use commercially reasonable efforts to 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, as agreed upon by the parties, 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 may 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 remuneration is involved.

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- 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 thirty (30) days prior written notice to the other party. The Clinical Site agrees to use commercially reasonable efforts to allow any students assigned to the Clinical Site prior to the termination of this Agreement to complete their clinical rotation.
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

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- (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
- (c) Either party is in default under any of the terms of this Agreement and fails to cure such default within thirty (30) days after receiving written notice of such default from 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 to the extent 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.
- 10.2 SCSB shall indemnify, defend and hold harmless Clinical Site, its parent companies, and affiliates (collectively, "Clinical Site Indemnitees") from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by Clinical Site Indemnitees related to any actions brought against any Clinical Site Indemnitee to the extent arising out of or in connection with the acts or omissions of SCSB, RTC, their respective agents, officers, students, or employees in the provision of services or performance of duties by SCSB or RTC 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

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exclusive state court forum for said litigation shall be in Duval 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**

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 applicable academic year.

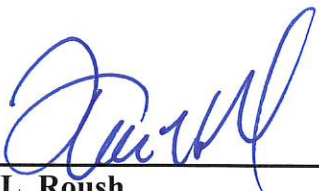
- Section 14. **Applicable Law**. Pharmacy shall comply with all applicable laws related to this Agreement.

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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

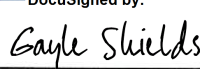
SEG Holding, LLC
8928 Prominence Parkway, Bldg. 200
Jacksonville, Florida 32256

By: 


Ted L. Roush
Superintendent of Schools

By: 

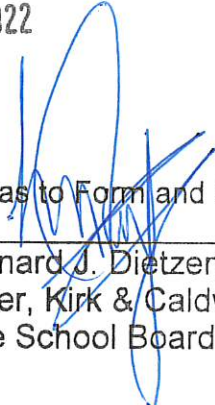
Jerry Taylor, Chairman
Suwannee County School Board

DocuSigned by:
By: 

Gayle Shields
VP, Pharmacy & Own Brands

Legal Approval
Atty: 
Date: 10/31/2022 | 11:19 AM EDT

OCT 25 2022

"Approved as to Form and Sufficiency
BY 

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

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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.