

AFFILIATION AGREEMENT

This Agreement is entered into on September 24, 2019, between the Suwannee County School Board (SCSB) and Genoa Healthcare, LLC. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology 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 Technology 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 Technology 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. RTC shall assure that all students selected for participation in the clinical program: (i) are in good academic standing at RTC; (ii) have satisfactorily completed all portions of the curriculum that are a prerequisite for participation in the clinical program; and (iii) execute a confidentiality agreement with Genoa that is acceptable to Clinical Site (the "Confidentiality Agreement").
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe and follow (i) instructions provided by Clinical Site personnel; (ii) all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information; and (iii) 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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(Replaces SCSB 2020-24 previously approved on May 28, 2019.)

- 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 required 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. Students who are or have been excluded from participation in any federal, state or local health care program shall not be eligible for participation in the clinical program. RTC shall inform Clinical Site if any student selected for participation in the clinical program has ever been charged with a violation of any federal, state or local law, rule or regulation.
- 1.9 RTC shall provide information reasonably requested by Clinical Site related to students participating in the clinical program.

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 Technology 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.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced and qualified personnel.
- 2.5 The Clinical Site shall provide clinical facilities and equipment suitable for the educational needs of the clinical program.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures.
- 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, but not limited to, those prohibiting discrimination and Florida's Public Records Law.

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- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, 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 clinical 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 Technology 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. Students participating in the clinical program shall not be eligible for any employment benefits available to Clinical Site employees including, without limitation, medical insurance, workers compensation insurance, or paid vacation or leave.
- 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.

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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 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. Withdrawal of Student

- 8.1 RTC shall withdraw any student from placement from the clinical program when the Clinical Site determines that such student has: (i) violated the rules and regulations of the Clinical Site; (ii) not performed any assigned task in a competent manner (as determined by a Clinical Site pharmacist), (iii) disclosed information that is confidential or otherwise violated the Confidentiality Agreement; or (iv) engaged in conduct that disrupts the activities of Pharmacy or threatens the safety of Pharmacy personnel or clients.
- 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. Governing Law and Venue

- 10.1 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 Suwannee County, in the court of appropriate jurisdiction.

- 10.2 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.
- 10.3 The provisions of this Agreement, which by their very nature would continue beyond the termination, or expiration of this Agreement, including without limitation Section 10, shall continue as valid and enforceable rights and obligations of the parties and survive termination or expiration of this Agreement.

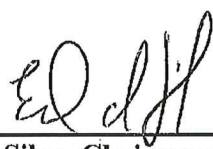
In Witness Whereof, this Agreement is executed as of the day and year first above written.

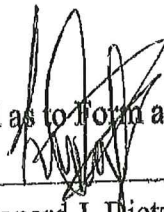
Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064

Genoa Healthcare, LLC
Attn: General Counsel
707 South Grady Way, Suite 700
Renton, WA 98057

By:  SEP 24 2019
Ted L. Roush
Superintendent of Schools

DocuSigned by:
By:  SEP 24 2019
Jason Kan,
RVP of Operations,
Eastern Division

By:  SEP 24 2019
Ed daSilva, Chairman
Suwannee County School Board

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