

**AFFILIATION AGREEMENT
BETWEEN
SUWANNEE COUNTY SCHOOL BOARD thru RIVEROAK TECHNICAL COLLEGE
AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

THIS AFFILIATION AGREEMENT ("Agreement") is entered into the date last signed ("Effective Date") by and between the SUWANNEE COUNTY SCHOOL BOARD thru RIVEROAK TECHNICAL COLLEGE ("INSTITUTION"), and The UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ("UF"), a public body corporate of the State of Florida, for the benefit of the College of Medicine's UF Health Physicians.

WHEREAS, INSTITUTION offers the following academic programs in the study of health care to prepare its students ("Students") to become health professionals: Practical Nursing, PCT Educational Program ("Programs"); and

WHEREAS, INSTITUTION and UF desire to provide Students of the Programs with learning experiences that include the application of knowledge and skills in actual patient situations through clinical training and supervision ("Clinical Studies"); and

WHEREAS, UF, through its UF Health Physicians and in support of its tripartite mission of education, research, and service, has agreed to provide Clinical Studies at facilities affiliated with UF ("Affiliated Facilities") to Students of the Programs;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as set forth in this Agreement.

I. GENERAL PROVISIONS

A. The initial term of this Agreement shall be for two (2) years, commencing on the effective date. This Agreement shall automatically renew for successive one (1) year terms ("Renewal Term") unless the Agreement is terminated pursuant to the provisions herein. Either party shall have the absolute right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, any termination of this Agreement shall be effective only at the end of a specific academic period to permit Students already participating in Clinical Studies to complete their learning experiences unless Student(s) is (are) removed pursuant to Section I.C. of this Agreement.

B. INSTITUTION will disclose information from each participating Student's educational records, as appropriate, to personnel at UF who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended, and Section 1002.225, Florida Statutes. UF hereby agrees that its personnel will use such information only in furtherance of the Clinical Studies for Student, and that the information will not be disclosed to any other person without Student's prior written consent unless otherwise required or permitted by law.

C. UF will advise INSTITUTION at the earliest possible time of any deficiency noted in any Student's ability to progress toward achievement of the stated objectives of the Clinical Studies. UF reserves the right to immediately remove any Student from UF, at any time, upon UF's request and sole determination that such removal is necessary because Student's behavior and/or performance (1) endangers any of UF's employees, clients, patients or patients' care, (2) fails to comply with UF's or Affiliated Facility's policies and procedures or any applicable federal, state, or local laws, rules, or codes or any requirement of any authorized agency having direction or control over UF's or Affiliated Facility's operations, or (3) fails to comply with this Agreement. UF may also immediately remove from the premises any Student for unprofessional behavior. In such event, said Student's participation in the Clinical Studies at UF shall immediately cease, subject to being resumed only with the mutual written agreement of UF and INSTITUTION. INSTITUTION retains final authority with regard to disciplinary action of Student and Student's standing with Programs.

II. INSTITUTION'S RESPONSIBILITIES

A. INSTITUTION will submit to UF the name of each eligible Student from INSTITUTION and the specific Program the Student is enrolled in at INSTITUTION for consideration to participate in Clinical Studies at UF and the desired time span the Student(s) is (are) to spend at UF, together with other Student information reasonably required by UF. INSTITUTION shall submit any change in Students or dates of desired Clinical Studies to UF immediately.

B. INSTITUTION shall designate a qualified person or persons from each Program to coordinate and act as liaison with the appropriate UF personnel and provide orientation to its applicable Program for UF personnel. The designated person or persons may be subject to policies and/or credentialing requirements of UF or its Affiliated Facilities depending on the Program.

C. INSTITUTION will retain ultimate responsibility for establishing, administering, and maintaining its Programs and accreditation, if any, of such Programs.

D. INSTITUTION shall ensure that Students have the necessary didactic prerequisites to be eligible to participate in the Clinical Studies at UF or its Affiliated Facilities.

E. INSTITUTION will send to UF only those Students in good standing at INSTITUTION who are willing to adhere to all policies, procedures, and practices of UF and its Affiliated Facilities, including, but not limited to health assessments. INSTITUTION shall require its participating Students to complete a background check in accordance with Section II.H. below and a drug screen at the INSTITUTION or Students' cost. INSTITUTION will, as permitted by law, provide the results of any positive criminal background check and/or drug screen to UF and will ensure the availability of those records for review and action by UF prior to Student's participation in Clinical Studies at UF. If the results of the criminal background check and/or drug screen are negative, INSTITUTION may complete the "Verification of Required Student Screening" form, incorporated herein and attached hereto as Exhibit A and shall submit such form to UF prior to commencement of Student's participation in Clinical Studies at UF. Notwithstanding the foregoing or any other provision in this Agreement, the parties agree that UF may require any participating Student to be drug tested for cause at the Student's cost. For purposes of this Agreement, "for cause" is defined as any of the following circumstances: when participating Student is suspected of performing or reporting to Clinical Studies with intoxicants or mind-altering substances in his/her system; or for any other reason in accordance with UF's policies and/or applicable laws, rules or regulations.

F. INSTITUTION will provide general and professional liability insurance in the amount of One Million Dollars (\$1,000,000) per medical incident/Three Million Dollars (\$3,000,000) total liability under the policy (aggregate of all claims), such insurance providing coverage to: (1) Students participating in activities, including Clinical Studies, which are part of and a requirement of Students' curriculum at the INSTITUTION, INSTITUTION, and its employees. At the time of the execution of this Agreement and at any renewals thereafter, INSTITUTION shall submit certificates of insurance to UF evidencing such insurance. INSTITUTION agrees to be fully responsible for its acts, and the negligent acts of its Students or employees and agrees to be liable for any damages available under law resulting from said acts.

INSTITUTION hereby indemnifies and holds harmless the University of Florida Board of Trustees, the University of Florida and the University of Florida's employees and agents from and against any and all liabilities, costs, claims, judgments, settlements, and expenses, including reasonable attorney's fees, arising out of, or in connection with, the negligent acts or omissions of or any of its employees, agents or Students. The agreement to indemnify does not alter or modify in any way the requirement that litigation defense of any party insured by the J. Hillis Miller Health Science Center Self-Insurance Program ("SIP") be directed and managed by the SIP.

G. INSTITUTION agrees to communicate with UF's Program Director and Preceptor to assess Student's progress as necessary.

H. INSTITUTION shall, at INSTITUTION or the Student's expense, have a background check conducted on each Student participating in Clinical Studies at UF or its Affiliated Facilities. The background check shall include, at a minimum, the following:

- (i) Social Security Number Verification;
- (ii) Criminal Search (7 years or up to 5 criminal searches);
- (iii) Violent Sexual Offender and Predator Registry Search;
- (iv) HHS/OIG List of Excluded Individuals/Entities;
- (v) System for Award Management of Parties Excluded from Federal Programs (SAM f/k/a General Service Administration Excluded Parties List);
- (vi) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
- (vii) Applicable State Exclusion List, if one.

I. INSTITUTION shall require and inform its Students participating in Clinical Studies pursuant to this Agreement that they are required to:

- (i) Comply with the policies and procedures of UF and its Affiliated Facilities and INSTITUTION, and state, local and federal regulations and applicable professional standards, as well as all licensing requirements.
- (ii) Wear the necessary and appropriate uniform while participating in Clinical Studies at UF or its Affiliated Facilities.
- (iii) Maintain the confidentiality of all records and information exchanged in the course of Clinical Studies, including but not limited to, patient medical records where relevant. Students shall complete HIPAA training and sign UF's confidentiality statement and any confidentiality statement or agreement required by Affiliated Facilities.
- (iv) Obtain and maintain personal health insurance and be financially responsible for any and all medical care and treatment sought during participation in Clinical Studies at UF or its Affiliated Facilities. If a Student is injured while at UF, he/she may seek emergency medical care and treatment but may be charged for the services rendered.
- (v) Arrange for all room, board, and transportation requirements for Clinical Studies.

III. UF'S RESPONSIBILITIES

A. UF does not guarantee it will place or maintain placement of any Student in Clinical Studies at UF or its Affiliated Facilities., but UF shall provide orientation to accepted Students concerning the rules, policies and procedures of UF and/or its Affiliated Facilities and other related material, such as scheduling information.

B. UF will provide physical space, as available, for Students while they are on site for Clinical Studies.

C. UF will provide clinical educational experiences for the Students, while retaining ultimate responsibility for patient care, and will provide appropriate level of supervision at all times.

D. UF will designate Preceptor(s) from its personnel to act as liaison with INSTITUTION for the applicable Programs' Students.

E. UF shall inform and brief Students concerning any safety or security issues upon the commencement of Students' Clinical Studies.

F. To the extent that the State of Florida, on behalf of the Board of Trustees, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, UF and its employees are protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000.00), and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. Employees and agents of UF are not individually subject to actions arising from their State functions. Any damages allocated against the Board of Trustees as prescribed by Section 768.81, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the Board of Trustees in professional liability actions (see Section 766.112(2), of the Florida Statutes). The sole remedy available to a claimant to collect damages allocated to the Board of Trustees is as described in Section 768.28, Florida Statutes. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

G. UF will provide INSTITUTION with evaluation of the performance of the Students in writing, in a manner consistent with the goals and objectives for the educational experience, as provided by the INSTITUTION program director or faculty liaison, and in a format as provided or required by the INSTITUTION.

IV. MISCELLANEOUS

A. Either party shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in connection with this Agreement. Refusal by either party to allow such public access shall be grounds for unilateral cancellation of this Agreement by either party and for imposition of any remedy or penalty available under law.

B. The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

C. Neither UF nor INSTITUTION assumes any liabilities to each other, except as specifically stated in this contract. As to liability for damage or injuries or death to persons, or damage to property, INSTITUTION and UF do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement. Both parties agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

D. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, representations and agreement, whether oral or written, made by and between such parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only in writing signed by each of the parties hereto.

E. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any legal proceeding concerning this Agreement shall be set in Gainesville, Alachua County, Florida.

F. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

G. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

H. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

I. Any notice to be given hereunder by either party to the other, unless otherwise provided for, must be in writing and may be effected either by personal delivery or by United States certified mail, return receipt requested, postage prepaid, to the respective liaison named below:

UF

UF Health Physicians
P.O. Box 100354
Gainesville, FL 32610-0354
Attention: Supervisor, Nurse Education

INSTITUTION

Ted. L. Roush, Superintendent
Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064
3 86-64 7-4600

Mary Keen, Principal
Riveroak Technical College
415 SW Pinewood Drive
Live Oak, FL 32064
386-647-4200
mary.keen@suwannee.k12.fl.us



IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE
BENEFIT OF THE COLLEGE OF MEDICINE'S UF HEALTH PHYSICIANS**

BY:

Laura Huntley for
David R. Nelson, M.D.
Senior VP, Health Affairs

8/27/2021 | 3:49 PM EDT

Date

RIVEROAK TECHNICAL COLLEGE

BY:

Mary Keen
Mary Keen, Principal

8/30/2021

Date

BY:

Ted L. Roush
Ted L. Roush, Superintendent of Schools

SEP 27 2021

Date

BY:

Tim Alcorn
Tim Alcorn, School Board Chair

SEP 27 2021

Date

"Approved as to Form and Sufficiency

BY

Leonard J. Delzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

EXHIBIT A

Verification of Required Student Screenings

STUDENT NAME _____
(last) (first) (middle)

PROGRAM/DEPARTMENT _____

_____ verifies that a State and Federal criminal background check and urine drug screen (12-drug) have been satisfactorily completed on the above named student.

(signature) (date)

Printed Name of _____ Administrator