

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
February 8, 2022

AGENDA

- 9:00 a.m. Call to Order/Welcome/Pledge.....Jerry Taylor, Chairman
- 9:02 a.m. Assistant Superintendent ofMalcolm Hines
Administration Department Update
- Policy Updates (**pgs. 2-5**)
 - RFP for Food Service Management Company
 - Enterprise Fleet Management
- 10:15 a.m. Finance Department Update Marsha Brown/Vickie DePratter
- Authorized Travel Expenses
 - Suwannee County School District Employee Wellness Center
- 10:35 a.m. Risk Management Update.....Lorie Norris
- FSBIT /Safety (**pgs. 6-13**)
- 11:00 a.m. Health Insurance Update..... Marsha Brown/
Vickie DePratter/Arthur J. Gallagher & Company Representatives
- 12:00 p.m. Lunch
- 1:00 p.m. Career, Technical, and Adult Education Mary Keen
Department Update
- CTE Month
 - Various New Contracts (**pgs. 14-38**)
- 2:00 p.m. Superintendent Update..... Ted Roush
- 2:30 p.m. Adjourn

DISASTER PREPAREDNESS

8.05*

POLICY:

- I. The School Board shall participate in emergency management by providing facilities and personnel necessary to staff such facilities during a state or local emergency and upon the request of the local department of emergency management.
 - A. Prior to June 1 of each year, the Superintendent shall develop, with local emergency management agencies, a list of schools to be used as emergency shelters.
 - B. The principals of the designated facilities and other personnel shall be available to assist the department of emergency management in the operation of their schools as emergency shelters when requested.
 - C. The Superintendent may authorize the use of custodians, food service personnel, electricians, maintenance employees, and other School Board employees to assist in the safe operation of the emergency shelter or disaster operation.
- II. Transportation assistance provided by the School Board shall be coordinated with the department of emergency management. The Superintendent may authorize the use of bus drivers and assistants as needed to provide emergency transportation services.
- III. The Board recognizes that exempt and nonexempt employees who serve on the crisis management teams and who staff shelters during a declared emergency will be providing services that exceed their contractual obligations by working on days and at times when other District employees are not required to be on duty. Once an emergency has been declared by local, state, or federal government, all personnel will be compensated based on a flat rate of pay. Personnel contractual obligations for compensation will not apply, compensation will be as follows.

A. Hourly personnel asked to perform emergency related duties will be paid according to current School Board pay schedules. Overtime will be paid consistent with the federal Fair Labor Standards Act. While performing duties in an emergency management shelter or at another duty station, non-exempt (hourly) personnel asked to perform emergency related duties once an emergency has been declared by local, state, or federal government, non-exempt (hourly) personnel will be compensated based on a flat rate of pay at the Superintendent's discretion. This level of compensation will assume that the 40-hour work week requirement has been met. All hours worked must be approved by a supervisor or Superintendent and/or designee where applicable.

B. While performing duties in an emergency management shelter or at another duty station, exempt personnel required by the Superintendent and or/designee to work at a shelter or at another duty station will be compensated based on a flat rate of pay at the Superintendent's discretion. Salaried personnel will be allowed to earn compensatory time or will be paid at the individual's hourly rate, at the Superintendent's discretion, for time worked beyond the normal workday. However, if the emergency is

B. officially declared an emergency by the federal government, the salaried employee will receive his/her hourly rate of pay for the time the superintendent has directed the person to work in addition to his/her regular work schedule.

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IV. The Superintendent and local emergency management agencies shall develop a shelter operation plan and annual training that will clearly identify staff roles and responsibilities for the safe administration of the school as an emergency shelter and for emergency transportation services.

V. Following the use of district facilities as shelters the Superintendent shall calculate the amount spent during the period the facilities were used for shelter operations that is above and beyond the usual and customary expenses to operate the facilities during that time period for the following:

A. Utilities (such as power, water, and telephone).

B. Generator usage (rental cost and/or fuel required).

C. Shelter Staffing.

D. Costs related to use of buses and other vehicles, excluding operator costs.

E. Food Service costs and all supply costs related to shelter operations.

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VI. The Superintendent is authorized to submit the itemized total amount expended by the District for extra compensation for exempt and non-exempt staff, as well as the additional amount expended for the operation of the District Facilities used as emergency shelters to the Federal Emergency Management Agency (FEMA) and /or appropriate state agency for reimbursement. The Board shall be informed of the amount of reimbursement requested and amount received at a regular scheduled Board meeting.

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STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1001.43, 1012.23, 1013.372, F.S.

HISTORY:	ADOPTED: 9/27/05
	REVISION DATE(S): 9/27/05
	FORMERLY: NEW

SAFETY BELTS

8.22

POLICY:

- I. The operator and each front seat passenger of a motor vehicle who are conducting School Board business or a school-related activity shall be restrained by a safety belt when the vehicle is in motion. This provision is applicable to all vehicles as defined in section 316.003, Florida Statutes, except for the following:
 - A. A school bus except as required by law or rule;
 - B. A bus used for transportation of persons for compensation;
 - C. A farm tractor or implement of husbandry;
 - D. A truck of net weight of more than five thousand (5,000) pounds;
 - E. A motorcycle, moped, or bicycle.

II. A school bus purchased new after December 31, 2000 must be equipped with safety belts or other federally approved restraint system if used for pre-K to grade 12 students. Each passenger shall be instructed to wear a seatbelt when the bus is in operation.

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III. The number of passengers of a pick-up truck shall not exceed the number of safety belts which were installed by the manufacturer.

IV. School bus drivers shall wear a seat belt when operating a school bus.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 316.003; 316.614; 1006.21, F.S.

STATE BOARD OF EDUCATION RULE: 6A-3.0171

<u>History:</u>	Adopted:
	Revision Date(s): 2/22/11
	Formerly: EEB

**Quarterly Report
Risk Management Department
February 8, 2022**

I. FSBIT Winter Meeting

Policy Information & Renewal Updates -

Property: Increase between 5% - 15%

Casualty: General Liability - Increase between 5% - 10%

Auto Liability - Increase between 5% - 10%

Excess Liability - Increase up to 25%

Worker's Comp - (+/-) 5%

Cyber: Positive Security Posture - Increase between 25% - 50%

Poor Security Profile - Increase between 50% - over 100%

May not have Cyber Quotes available for April Meeting

Districts will have individual policies rather than pool

Builders Risk Policies:

- FSBIT members covered up to \$1 mil

- Alliant may reduce coverage amount from \$25 mil to \$10 mil at renewal

- Over \$25 mil, choice between member having additional policy (with additional premiums) or contractor having a policy (no premiums for member but contractor is First Insured)

Training –

Student Supervision:

- Presentation for Administrators, Teachers, Food Service, Custodians and Transportation
- Avoiding Blind Spots, avoiding forced student interaction; Awareness of high risks; appropriate staff to student ratios; active accounting
- Great training for County PD Day

Safety National:

- Distracted Driving Courses
- Worker's Compensation Kit
- Safety Training Sources
- Risk Management Network
- Available Webinars

Safety and Security Training:

- Security Officer & Lead SRO: Scheduled for 3rd week of June. Will be 2 days and will include Title IX training.

Legal Updates –

David Delany –

- School Board should be active in the Collective Bargaining
- Clear Guidelines for Superintendent Nominees
 - A. Legitimate Reasons for Rejection:
 1. Falsifying Resume
 2. Moral or Professional Disqualification
 3. Drunkenness

B. Refutable Reasons for Rejection:

1. Prefer the candidate as a Principal
2. Private off-campus relationship
3. Disharmony with the community

Jason Krizner –

If accommodations are requested for Covid related issues, we *can* request medical records for documentation

Robert Sniffen –

- Decorum in the Boardroom

Any person interfering with a public meeting will be warned once and if the behavior continues *will* be removed from the meeting.
F.S.1001.372

- ***Does the School District's policy of assigning bathrooms based on sex violate Title IX of the Education Amendments Act of 1972, 20 U.S.C. § 1681 et seq.?*** 11th Circuit Court granted petition for rehearing. Oral arguments will be Tuesday, February 2, 2022.

II. Worker's Compensation Update

As of 1/31/2022 – 38 reported incidents, 18 generated claims

Light Duty Program in effect:

First 2 weeks – Stationed at District Office for shredding

After 2 weeks – return to school site to continue restrictions until released to full duty

2 Employees on Light Duty Status – Assigned to SSE and SHS

1 employee receiving Disability benefits while out of work from surgery, possible return to work date of 2/18/2022. Employee will return to SPE if released on light duty restrictions

[See Attached Reports]

III. Student Accident Update

As of 1/31/2022 – 203 reported incidents, 86 of those sports related Includes:

- 13 Concussions
- 16 Fractures
- 3 Taken by Ambulance to Hospital

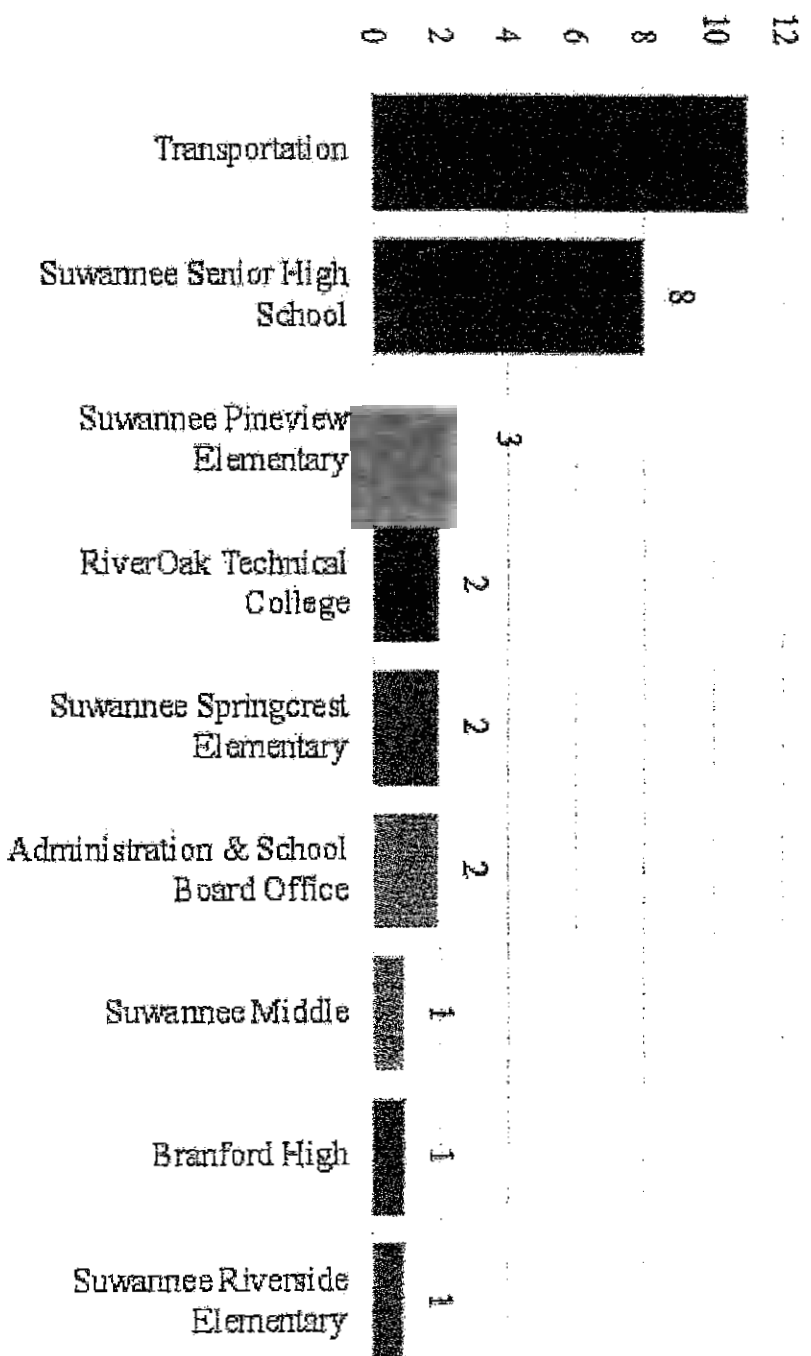
IV. Goals for the Quarter

1. Return to Work Implementation
2. District Safety Audit
3. FFA Safety Training Plan
4. Plans with Administrators for Site Training

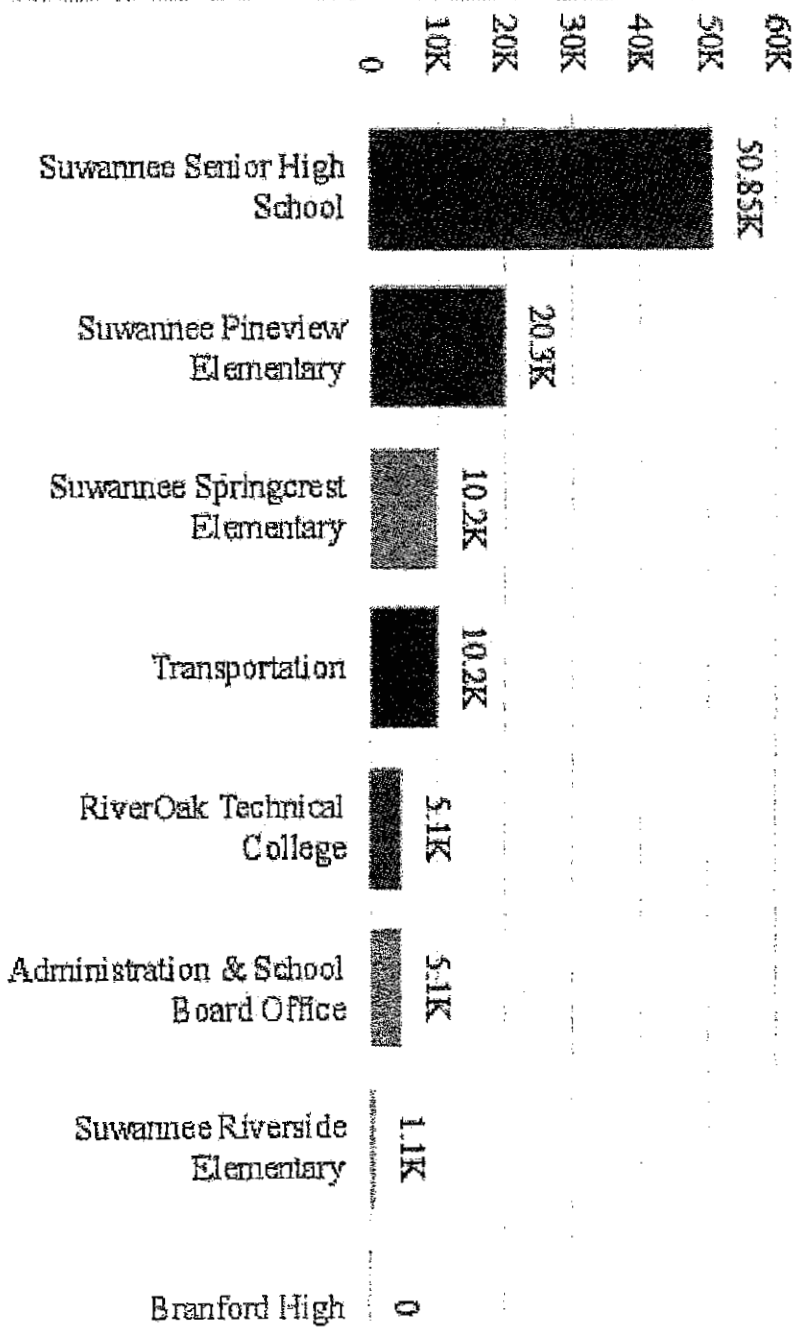
Florida School Boards Insurance Trust
Valued as of 01/24/2022

Department	Cause	Event Date	Claim St	Total Incurred	Total Paid	Total Reserve
Coverage: Workers Compensation						
Suwannee Senior High School	Fall / Slip - Liquid / Grease / Foodstuff	7/19/2021	C	26,957.23	26,957.23	0.00
Suwannee Senior High School	Fall / Slip - Liquid / Grease / Foodstuff	7/26/2021	O	5,500.00	3,617.30	5,500.00
Suwannee Senior High School	Fall / Slip - Liquid / Grease / Foodstuff	7/26/2021	O	1,600.00	12.20	1,600.00
Transportation	N/A (Not Applicable)	8/10/2021	C	0.00	0.00	0.00
Suwannee Pineview Elementary	Strain or Injury By - Repetitive Motion	8/30/2021	O	5,100.00	772.29	5,100.00
Transportation	Motor Vehicle - Miscellaneous	9/10/2021	O	5,100.00	0.00	5,100.00
Suwannee Springcrest Elementary	Fall / Slip - Miscellaneous	9/22/2021	O	5,100.00	2,113.42	5,100.00
Suwannee Riverside Elementary	Cut - Sharp / Jagged Object / Not Glass	9/27/2021	O	1,100.00	0.00	1,100.00
Suwannee Senior High School	Strain or Injury By - Awkward Movement/Twist	10/4/2021	O	2,600.00	246.28	2,600.00
Suwannee Springcrest Elementary	Fall / Slip - Student Involved	10/6/2021	O	5,100.00	1,664.90	5,100.00
Branford High	Struck or Injured By - Student	10/13/2021	C	0.00	0.00	0.00
Suwannee Senior High School	Struck or Injured By - Student	11/10/2021	C	0.00	0.00	0.00
Suwannee Pineview Elementary	Strain or Injury By - Awkward Movement/Twist	11/17/2021	O	5,100.00	0.00	5,100.00
Suwannee Pineview Elementary	Strain or Injury By - Lifting	11/17/2021	O	10,100.00	1,195.70	10,100.00
Suwannee Senior High School	Strain or Injury By - Awkward Movement/Twist	11/30/2021	O	10,500.00	125.00	10,500.00
Transportation	Motor Vehicle - Vehicle Upset	1/5/2022	O	5,100.00	0.00	5,100.00
RiverOak Technical College	Struck or Injured By - Falling or Flying Object	1/13/2022	O	5,100.00	0.00	5,100.00
Administration & School Board Office	Fall / Slip - Different Level	1/19/2022	O	5,100.00	63.96	5,100.00
Totals for Workers Compensation - 18 Claims				99,157.23	36,768.28	72,200.00

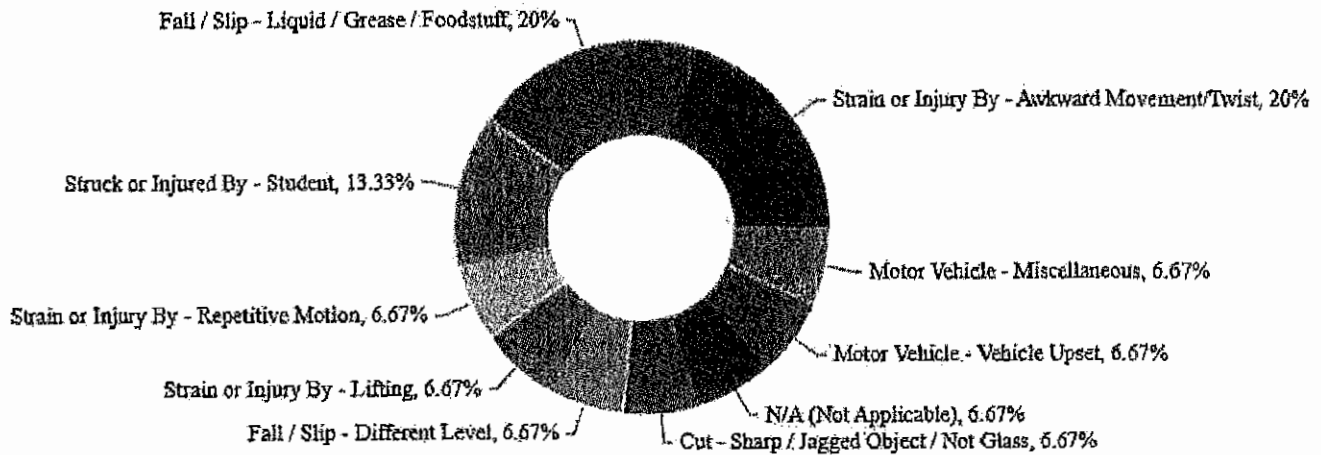
Frequency Fiscal Year 2021-2022



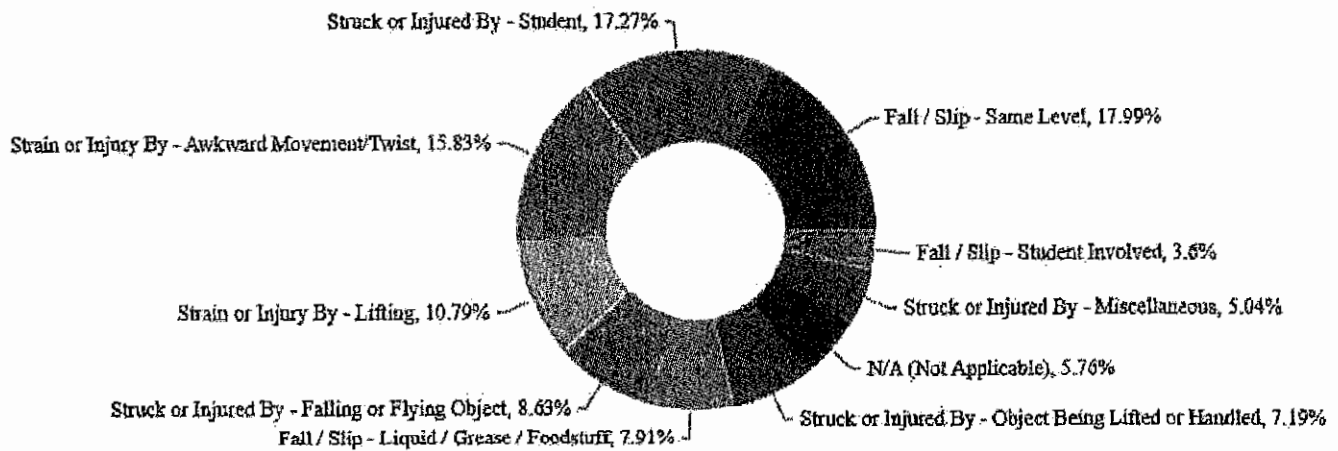
Severity Fiscal Year 2021-2022



Top Worker's Comp Causes - Fiscal Year 2021-2022



Top Worker's Comp Causes - Fiscal Years 2015-2022



Indice
01
02
03
04
05

07/01/2021 - 06/30/2022

07/01/2020 - 06/30/2021

07/01/2019 - 06/30/2020

07/01/2018 - 06/30/2019

07/01/2017 - 06/30/2018

07/01/2016 - 06/30/2017

07/01/2015 - 06/30/2016

07/01/2014 - 06/30/2015

07/01/2013 - 06/30/2014

07/01/2012 - 06/30/2013

07/01/2011 - 06/30/2012

07/01/2010 - 06/30/2011

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 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.

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

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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.
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- 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

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.

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.

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, policies 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 or 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 all 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.

SUWANNEE COUNTY SCHOOL BOARD

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

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 policies 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.