

Suwannee County School Board through RIVEROAK Technical College  
AFFILIATION AGREEMENT

This Agreement is made and entered into this the 28<sup>th</sup> day of March 2023, by and between the Suwannee County School Board through RIVEROAK Technical College (hereinafter referred to as "College") and Trenton Medical Center, Inc., d/b/a Palms Medical Group (hereinafter referred to as "PMG") for the purpose of providing learning opportunities for Pharmacy Technician, Practical Nursing.

**WHEREAS** the College operates as RIVEROAK Technical College program to provide students with instruction and training in Pharmacy Technician, and Practical Nursing (hereinafter referred to as "Program").

**WHEREAS**, to satisfy the requirements of the Program, students are required to undertake and obtain clinical training and experience in the field to learn to apply the principles of classroom instruction;

**WHEREAS**, the College provides such clinical training through arrangements with facilities whereby the students in the Program obtain clinical experience through observing and participating in skills as defined in the scope of practice of student's educational program with patients at clinical facilities and hospitals, and

**WHEREAS**, the College desires to engage in a clinical education program using the facilities of PMG.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. College agrees:**

- a. That the College will be responsible for and will directly control the didactic education of students by providing competent faculty for the planning and implementation of curriculum, teaching, guidance, supervision, and evaluation of the students.
- b. The personnel of PMG will retain overall responsibility for providing patient care to all patients in the areas where students are assigned.
- c. That the faculty and students will work in accordance with all of PMG's policies and procedures in making plans for observation and/or practice in the Program.
- d. That necessary books, periodicals, and teaching materials needed will be provided for its educational Program.
- e. That the College will submit to PMG three weeks prior to the beginning of each clinical rotation, a schedule indicating the number and names of students who will be

participating and the name of the faculty who will be supervising the students during their rotation. In addition, the College will provide annually to PMG a listing of the general time periods for which the facility may be utilized. College acknowledges and agrees that PMG may place limitations on both the number of students that may participate in any rotation and any facility utilization.

- f. That clinical assignments will be planned by the faculty of the College in consultation with a representative of PMG.
- g. That the faculty of the College and a designee of PMG will cooperate in the ongoing evaluation of the clinical rotation for students at PMG and in addition, that the students, faculty, and the staff of PMG will work together to provide and maintain an environment which provides safe and quality patient care as well as quality student learning opportunities.
- h. That faculty from the College will provide direct supervision of students whenever students are at PMG or will provide indirect supervision for students engaged in a mutually agreeable practicum experience with a designated preceptor at PMG.
- i. That faculty of the College will initiate and/or participate in group conferences as mutually agreed upon with a designee of PMG for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.
- j. That during the term of this Agreement the College shall endeavor to maintain approval and accreditation standards accepted and required by the appropriate national and regional accrediting bodies.
- k. That all students will have met health and immunization requirements as required by PMG.
- l. That all students will have complied with the any drug screening policies of PMG at the sole cost of the College and/or student.
- m. That all students will participate in HIPAA and OSHA training related to bloodborne pathogens.
- n. That all students will have satisfied PMG's requirements for a background check upon admission and for any subsequent checks if requested to include the following:
  - Florida Level I or Level II Background Screening as requested by PMG.
  - National Healthcare Fraud & Abuse Scan (OIG, GSA, state and federal Medicare and Medicaid exclusion lists)

The College agrees to notify PMG of any student with an adverse finding on his/her background check. In the event that the College requests that PMG arrange for student background screening, the College acknowledges and agrees that any costs shall be the

responsibility of the College and/or student.

- o. That all students will sign an addendum to the teaching agreement accepting all terms and conditions.

**2. PMG agrees:**

- a. To make available to the faculty and students of the College, the clinical facilities of PMG as mutually agreed upon by PMG and the College.
- b. To provide conference room space and use of any available instructional materials, insofar as is possible.
- c. To provide resources, opportunities, staff time, and cooperation in planning for the educational Program with the faculty as requested insofar as is possible.
- d. To inform the faculty of changes in policies and procedures, as they pertain to and affect the students and faculty of the College, participating in clinical rotations at PMG.
- e. To provide as needed, orientation of faculty members of the College to the philosophies and policies of the facility.
- f. To assist the faculty in orienting the College students to the facility by provision of an orientation program on a mutually agreed upon date by PMG and the College prior to the beginning of each group of students' clinical rotation throughout the calendar year, as requested.
- g. That PMG is responsible for care and supervision of the services rendered to its patients and that the College faculty will be responsible for the education of the students.
- h. To provide emergency medical care to College students and faculty in the event of an accident or illness that occurs during clinical rotations. The cost of such care shall be borne by the individual receiving the care.
- i. PMG acknowledges and agrees that the information provided by College, or others on behalf of College, that directly relates to any College student, including, but without limitation, academic information (e.g., coursework, grades, degrees earned, performance in other external rotations); professional information, (e.g., licenses obtained, suspension, revocation); training and/or certifications (e.g., CPR, OSHA/Bloodborne pathogen); health information (e.g., Hepatitis, TB Testing); health and other insurance information and, the results of any criminal background check and/or drug testing/treatment information, hereinafter ("student information") is protected by the Family Educational Rights and Privacy Act (FERPA). PMG represents and certifies that it will (1) protect the confidentiality of all student

information; and will not, except with the written consent of the student, (2) use student information for any purpose other than to carry out the purposes of this agreement; or (3) disclose student information except to authorized individuals within its organization who have a legitimate need to know student information in order to carry out the purposes of this agreement.

**3. The College's students shall:**

- a. Abide by existing policies, rules, and regulations of PMG and the College.
- b. Be responsible for their own meals during clinical hours.
- c. Assume responsibility for personal illness occurring during clinical hours.
- d. Be responsible for their own transportation to and from the clinical area and during clinical hours.
- e. Wear uniforms or other attire acceptable to the College and PMG during clinical hours.
- f. Wear college name tags at all times during their clinical rotation at PMG.
- g. Respect the confidential nature of all information which may come to them with regard to patients and patient records.
- h. Review only those records of assigned patients who have agreed to participate in the student's clinical rotation. All other patient information and records are to be considered confidential and therefore privileged information.

**4. GENERAL AGREEMENTS BETWEEN THE PARTIES**

- a. This Agreement will be effective for a period of one (1) year beginning March 28, 2023, and ending on March 28, 2024, and shall automatically renew for periods of one (1) year until terminated by either party in accordance with the terms of this Agreement.
- b. This Agreement may be modified by mutual consent at any time or may be terminated by either party with or without cause by submitting notice of such intent in writing at least thirty (30) days in advance. Such termination shall not take effect with regard to students assigned to PMG until the end of the term in which the termination occurs if feasible.
- c. That neither the College nor PMG will discriminate against any student on the basis of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, genetic information, qualified protected veteran status or qualified disability pursuant to any and all applicable federal and state acts and laws

that pertain to discrimination relating to students. In the event that PMG becomes aware of a potential claim of harassment or discrimination, including sexual assault or sexual violence, involving a student, PMG agrees that it will immediately notify the College and cooperate with the College in any resulting investigation.

- d. While performing its duties and obligations hereunder, each party shall, and shall cause its personnel, agents, and subcontractors to, comply with all federal, state, and local laws and regulations that apply to healthcare billing and to the confidentiality and security of patient information, including the federal Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"), which are now in force or which may hereafter be in force, if applicable. Each party shall also comply with all applicable requirements and plans PMG may issue as part of PMG's HIPAA and third-party payor compliance Program. The parties agree that if necessary, they shall amend this Agreement to comply with or effectuate HIPAA and the regulations issued thereunder or any additional federal, state, or local third-party payor regulations.
- e. Parties represent that neither they nor their respective personnel, agents, or subcontractors are currently under investigation or debarred from participating in a third-party payor program, including but not limited to Medicare or Medicaid. Further, each party will inform the other party if such investigation or debarment occurs during the term of this agreement. Debarment of either party is grounds for termination of this Agreement by the other party.
- f. In the performance of the duties and obligations under this agreement, it is mutually understood and agreed that the College, its employees, agents, servants, and students are not employees or agents of PMG. The sole interest and responsibility of PMG is to assure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. The responsibility, control, and direction over the methods by which the College personnel and students perform clinical duties and services shall be the responsibility of the College. All applicable provisions of laws, rules and regulations, policies and procedures of PMG and other rules and regulations of any and all governmental entities shall be fully complied with by all parties hereto. Nothing herein contained shall be deemed to create the relationship of employer and employee, master and servant, or principal and agent. PMG shall not withhold any sums for income tax, social security, unemployment insurance, or any other employee withholding, nor will PMG offer any "employee benefits." It is understood that the students, in the performance of their requirements under this agreement, are not deemed to be employees of either PMG or the College but are in a student relationship only with the College.
- g. Cooperation of Parties. The College and PMG agree to cooperate with regard to:
  - i. Complying with applicable non-discrimination laws.
  - ii. For the initial term and any renewal term of this agreement and after termination of the agreement, the parties to this agreement, their agents, servants, and

employees shall cooperate with each other or their insurers in the prosecution or defense of any claim arising from or in any way connected with performance of duties and obligations pursuant to this agreement. Each party, their agents, servants, and employees shall attend hearings and trials and shall assist in effecting attendance of witnesses in the conduct of any lawsuits.

h. To the extent and limits required by Florida Law, the College shall maintain, for the term of this agreement, professional liability coverage insuring its employees, agents, servants, and students. As evidence of such coverage, College will furnish to PMG, upon request, a certificate of insurance. Failure of College to obtain and maintain such coverage shall be grounds for immediate termination of this agreement. Nothing herein shall revoke, limit, or otherwise modify the College's sovereign immunity under Florida law, including, but not limited to, the protections in section 768.28, Florida Statutes.

PMG will obtain and maintain throughout the term of this agreement or any renewal thereof, general, and professional liability coverage insuring, itself and its employees with limits of liability coverage of not less than One Million Dollars (\$1 million) per occurrence and Two Million Dollars (\$2 million) aggregate and an umbrella with an additional Two Million Dollars (\$2 million). Failure of PMG to obtain and maintain such coverage shall be grounds for immediate termination of this agreement.

i. PMG shall have the right, in its sole discretion, to withdraw from the clinical rotation any student whose performance is unsatisfactory, who fails to meet or comply with the requirements set forth herein, or whose behavior is disruptive or detrimental to PMG or its patients.

j. All notices, requests, demands, and other communications required or permitted under this agreement shall be in writing and shall be deemed to have been given if delivered or mailed, first class, postage prepaid as follows, unless otherwise designated in writing:

If to Palms Medical Group

If to Suwannee County School Board

Carrie Loeffler, VP of Human Resources

Ted L. Roush, Superintendent of Schools

23343 NW County Road 236

1740 Ohio Avenue, South

High Springs, FL 32643

Live Oak, FL 32064

Phone No: (352) 463-4520

Phone No: (386) 647-4600

E-mail: [HR@palmsmg.org](mailto:HR@palmsmg.org)

E-mail: [superintendent@suwannee.k12.fl.us](mailto:superintendent@suwannee.k12.fl.us)

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

l. **E-Verify**. Effective July 1, 2020

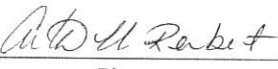
- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors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

m. **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 2020-2021 academic year.

n. **Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the state of Florida without reference to its principals of conflicts or choice of law. Venue for any action brought pursuant to this Agreement shall lie exclusively in Suwannee County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year first written above.

TRENTON MEDICAL CENTER, INC.

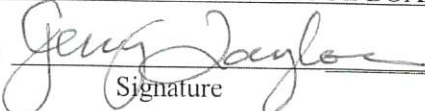
BY:   
Signature

Print Name: Anita H. Rembert

Title: Chief Executive Officer

Date: 03/28/2023

SUWANNEE COUNTY SCHOOL BOARD

BY:   
Signature

Print Name: Jerry Taylor

Title: Board Chairman

Date: MAR 28 2023

BY:   
Signature

Print Name: Ted L. Roush

Title: Superintendent of Schools

Date: MAR 28 2023

"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, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, [LORIE.NORRIS@SUWANNEE.K12.FL.US](mailto:LORIE.NORRIS@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.